



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

AGENDA

Tuesday November 10, 2009, 8:30 a.m.

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on November 10, 2009 at 8:30 am in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

8:30 Call to Order

1. Presentation of Colors
2. Approve Agenda

8:45 Consent Agenda

1. Approve Proceedings
2. Accept Land of the Dancing Sky Area Agency on Aging Chore Services Grant
3. Approve Priscilla Von Ende Comp & Holiday Pay Out

4. Approve Bills

9:00 Comments and Announcements

9:15 Committee Reports

10:00 Highway Department

1. Fall Land Assessment

10:30 Break

10:45 Auditor Anne Granitz

1. Tobacco and Liquor License Renewals
2. 2009 Budget Analysis

11:30 Discussion

1. Display Case in Courthouse Lobby

11:45 Future Agenda Items

12:00 Adjourn

To schedule an appointment with the Board, please contact the County Coordinator at 218-463-4248

County Coordinator's e-mail address: trish.klein@co.roseau.mn.us

Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

District 1, Alan Johnston, Vice Chair - District 2, Jack Swanson, Chairman -
District 3, Orris Rasmussen - District 4, Russell Walker - District 5, Mark Foldesi

An Equal Opportunity Employer

ITEM # Consent 1

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Nov 10 2009
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***Subject Title (As it will appear on the agenda):**
Approve Proceedings

***Background (Provide sufficient detail of the subject):**
Attached are proceedings from 10-27-09 and 11-3-09. Please review carefully and advise of any changes.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

October 27 2009

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, October 27, 2009 at 8:30 a.m.

CALL TO ORDER

The meeting was called to order at 8:30 a.m. by County Board Vice-Chairman Alan Johnston. The Pledge of Allegiance was recited. Commissioners present were Mark Foldesi, Alan Johnston, Orris Rasmussen, and Russell Walker. Commissioner Swanson was excused.

APPROVAL OF AGENDA

A motion to approve the agenda was made by Commissioner Walker, seconded by Commissioner Rasmussen and carried unanimously.

CONSENT AGENDA

A motion to approve the consent agenda was made by Commissioner Rasmussen, seconded by Commissioner Walker and carried unanimously.

The Board, by adoption of its consent agenda, approved proceedings of the October 6, 2009 Board Meeting.

The Board, by adoption of its consent agenda, approved the Association of Minnesota Counties Voting 2009 Delegates as follows: Jack Swanson, Alan Johnston, Mark Foldesi, Orris Rasmussen, Russell Walker, Brian Ketring, Dave Anderson and Trish Klein.

The Board, by adoption of its consent agenda, approved the Minnesota Department of Public Safety Homeland Security and Emergency Management Sub-Grant Agreement for Federal Assistance Public Assistance Program which authorizes the state of Minnesota to allocate Federal Emergency Management Agency (FEMA) funding to Roseau County. Roseau County is eligible to receive a total of \$1,259,730.54. \$944,797.94 (75%) is Federal dollars, \$314,932.60 (25%) is state dollars, and there is a zero % local share required for Roseau County.

The Board, by adoption of its consent agenda, approved the annual Employers Association Preferred Membership in the amount of \$965.00.

The Board, by adoption of its consent agenda, approved the Minnesota Counties Insurance Trust voting delegates and alternates appointing Auditor Anne Granitz as delegate and Commissioner Russell Walker as Alternate.

The Board, by adoption of its consent agenda, authorized Roseau County Emergency Manager Gracia Nelson to solicit Request for Proposals for dedicated fiber to be installed from the Roseau County Courthouse to Sjoberg's Cable TV tower and west approximately seven miles with multiple access points. The fiber will tie Roseau County communications to the MnDOT Tower.

The use of the fiber will be for governmental entities located in Roseau County and will be funded through a Northern Border Counties grant.

The Board, by adoption of its consent agenda, approved payment of bills as follows:

WARRANTS APPROVED ON 10/15/2009 FOR PAYMENT 10/15/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
2748.99	DELL MARKETING LP	3141.00	MN DEPT OF FINANCE-TREAS
9749.87	ROSEAU CITY		
		7 PAYMENTS LESS THAN \$300	376.10
****		FINAL TOTAL.....	\$16,015.96 ****

WARRANTS APPROVED FOR PAYMENT 10/22/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
525.07	CANON FINANCIAL SERVICES INC	2203.10	CAPITAL GUARDIAN TRUST CO
31085.80	GOULET CONSTRUCTION	4183.03	LAURE JOHNSON
473.00	KB BOBCAT SERVICE	706.96	MN CHILD SUPPORT PAYMENT CENTE
870.56	MN ENERGY RESOURCES	3202.48	NATIONWIDE RETIREMENT SOLUTION
12163.35	ROSEAU ROOFING & REMODELING	628.77	REBECCA ROSENKRANS
7673.50	SELECT ACCOUNT-VEBA	975.00	STOREY LESLIE
		18 PAYMENTS LESS THAN \$300	2,297.60
****		FINAL TOTAL.....	\$66,988.22 ****

WARRANTS APPROVED ON 10/27/2009 FOR PAYMENT 10/30/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
985.50	ALTRU HEALTH SYSTEM-ROSEAU	8128.35	AVIANDS LLC
1239.37	BELTRAMI COUNTY JAIL	3890.83	CDW GOVERNMENT INC
1153.95	DELL MARKETING LP	800.00	DW MECHANICAL
2963.57	DYNAMIC IMAGING SYSTEMS INC	423.06	EMERGENCY MEDICAL PRODUCTS, IN
750.83	GARTNER REFRIGERATION CO	367.42	GRAINGER INC
520.00	CURT IRELAND	4719.35	JOHNSON OIL CO INC
21084.00	KAMAR SOLID WASTE FUND	3256.60	LIFECARE MEDICAL CENTER
377.52	LIFECARE MEDICAL CENTER-HOME C	741.38	MATTSON PHARMACY INC
778.50	MIDWEST MONITORING & SURVEILLA	362.23	MN COUNTIES COMPUTER COOP
700.00	MN OFFICE OF ENTERPRISES TECH	1429.67	MULTI OFFICE PRODUCTS INC
1600.00	PATRICK NOVACEK	989.25	PB ELECTRONICS INC
751.83	QUILL CORPORATION	9890.32	ROSEAU CO HWY DEPT
14043.57	ROSEAU CO SOIL & WATER CONS	330.26	RUTTIGERS BAY LAKE LODGE
1279.31	SHORT ELLIOT HENDRICKSON INC	4624.97	ARIA TRUDEAU
2729.19	UPBEAT INC	2837.00	WEST GROUP PAYMENT CENTER
		21 PAYMENTS LESS THAN \$300	2,931.91
****		FINAL TOTAL.....	\$96,679.74 ****

And forthwith bills as follows: \$5,000 to Roseau County Soil and Water Conservation District; \$3,026.56 to R & Q Trucking; \$271.70 to Teresa Klein for mileage reimbursement, and \$348.15 to MN Department of Commerce under the Unclaimed Property Program.

COMMENTS AND ANNOUNCEMENTS

The Board briefly discussed employee meetings held with union and non-union employees. Informational meetings were held with the Law Enforcement Labor Services, Roseau County Highway Employees Association, and two sessions for non-union employees. The Board discussed the need to develop short term and long term budget goals and the need for a strategic planning session. .

COUNTY TREASURER DIANE GREGERSON

County Treasurer Diane Gregerson met with the Board to request authorization to remit unclaimed warrants to the State of Minnesota Department of Commerce – Unclaimed Property Section.

A motion was made by Commissioner Walker, seconded by Commissioner Rasmussen, and carried unanimously to adopt the following resolution:

2009-10-01

WHEREAS, Minnesota Statutes §345.31-345.60 (Minnesota Uniform Disposition of Unclaimed Property Act) requires counties to remit unclaimed property to the State of Minnesota.

NOW, THEREFORE, BE IT RESOLVED, that Roseau County Treasurer Diane Gregerson be and is hereby authorized to remit twelve unclaimed warrants to the State of Minnesota Department of Commerce Unclaimed Property Section in the total amount of \$348.15.

<u>No.</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>
95582	August 4, 2005	\$ 2.00	Tara Lynch
95590	August 4, 2005	\$ 2.00	Virginia Schrader
97868	April 7, 2006	\$ 2.00	Ralph O. & Virginia P. Lian
97872	April 7, 2006	\$ 1.50	Benjamin Reese
68838	April 21, 2006	\$ 65.00	Jake Borreson
98438	June 16, 2006	\$252.50	Robert Brandt
5441	September 27, 2005	\$ 1.64	Scott R. Janson
5459	October 12, 2005	\$ 1.20	Darcie L. Loewe
5553	January 5, 2006	\$ 1.28	Robert L. Craig
5605	March 15, 2006	\$ 1.43	Lisa Vogel
5633	April 12, 2006	\$ 2.60	Debra Diepenbrock
5652	April 26, 2006	\$ 15.00	Rachel Hamilton
	Total	\$348.15	

HIGHWAY DEPARTMENT

County Engineer Brian Ketring met with the Board and reviewed proposed 2010 ditch levies and budgets. Ketring acknowledged the work of Jeff Bakken and Ron Beito for their work in surveying each mile of ditch and putting together an AutoCAD file documenting all the information including photos. The Board reviewed the report and recommendations for ditches in their districts. A motion was made by Commissioner Rasmussen, seconded by Commissioner Foldesi, and carried unanimously to adopt the following resolution:

2009-10-02

RESOLUTION ESTABLISHING 2010 DITCH LEVIES AND BUDGETS

WHEREAS, the Roseau County Board of Commissioners has reviewed and considered budgets for the ditch systems located in Roseau County; and

WHEREAS, the Roseau County Board of Commissioners deems it necessary that the following amounts be levied on ditch systems as stated below;

NOW, THEREFORE, BE IT RESOLVED that the County Auditor is directed to spread one-year levies on the following ditches for repairs and maintenance for the year 2010:

<u>Ditch</u>	<u>Year 2010 Levy Percentage of Assessed Benefits</u>
County Ditch No. 5	25%
County Ditch No. 6	20%
County Ditch No. 7	25%
County Ditch No. 9	25%
County Ditch No. 10	25%
County Ditch No. 11	25%
County Ditch No. 13	20%
County Ditch No. 17	20%
County Ditch No. 18	10%
Judicial Ditch No. 19	20%
County Ditch No. 20	20%
County Ditch No. 21	25%
Judicial Ditch No. 22	-0-
County Ditch No. 23	25%
County Ditch No. 24	-0-
County Ditch No. 25	5%
County Ditch No. 26	25%
Judicial Ditch No. 33	20%
Judicial Ditch No. 61	15%
Judicial Ditch No. 62	-0-
State Ditch No. 63	15%
State Ditch No. 69	25%
State Ditch No. 72	20%
State Ditch No. 87	10%
State Ditch No. 90	20%
State Ditch No. 91	25%
State Ditch No. 95	10%
State Ditch No. 20	25%

BE IT FURTHER RESOLVED that the 2010 ditch budgets are hereby approved and are on file in the office of the Roseau County Auditor.

Chair Swanson recessed the meeting at 10:30 am. The Board reconvened at 10:45 am.

U.S. CENSUS 2010

United States Department of Census Bureau Partnership Specialist Cynthia Madigan met with the Board to provide an overview of the Census 2010 project. Ms. Madigan explained that the 2010 census will use the short 10 form which is designed to capture a census of everyone residing in the United States. The U.S. Constitution requires a national census once every 10 years to count the population and determine the number of seats each state will have in the U.S. House of Representatives as well as other boundaries for state and local legislative and congressional districts. More importantly over 300 billion dollars in federal funding is awarded to states and communities based on census results. Ms. Madigan stressed that the census process is easy, important, and safe with only ten questions to answer that should take approximately ten minutes to complete. Individual data cannot be shared with anyone other than federal agencies and law enforcement entities. Census questionnaires will be mailed out in March of 2010. Households that don't respond may receive a replacement questionnaire in early April. All households that do not return the census form will be visited and have a count taken in person. Ms. Madigan asked that the Board consider ways to partnership with the 2010 Census project. A 2010 Census Partnership Agreement was reviewed and Roseau County identified ways to partner including organizing the Roseau County Complete Count Committee.

ROSEAU COUNTY TRAILBLAZERS ASSOCIATION

Greg Anderson of the Roseau County Trailblazers requested the Board amend the agenda to include an opportunity for him to present the most up to date information on the Minnesota Northern Rail abandonment from Warroad to Roseau. A motion was made by Commissioner Walker, seconded by Commissioner Johnston, and carried unanimously to amend the agenda to include an appointment with the Roseau County Trailblazers Association.

Mr. Anderson addressed the Board requesting a letter of support to include as part of a Roseau County Trailblazers letter of intent to the Surface Transportation Board to purchase the land potentially to be abandoned by the Minnesota Northern Railroad. The Trailblazers would use grant funding for the land purchase that could come from a variety of sources including the Park and Trail Legacy Grant Program, the Federal Recreational Trail Program, the Regional Trail Program, the Snowmobile GIA Capital Improvement program and the Minnesota Department of Natural Resources Grant-in-Aid Trail Program. The letter of intent will give the club 180 days to negotiate with the MN Northern Railroad attorney. A motion was made by Commissioner Walker, seconded by Commissioner Rasmussen and carried unanimously to support the letter of intent to purchase MN Northern Rail Road abandoned land. The Board also provided Mr. Anderson with a copy of the September 8, 2009 resolution of support for the abandonment of the rail line.

Chair Swanson Recessed the regular Board Meeting at 11:15 for a Public Hearing on the Roseau County Local Water Management Plan.

PUBLIC HEARING – ROSEAU COUNTY LOCAL WATER MANAGEMENT PLAN 2010-2019

A motion was made by Commissioner Walker, seconded by Commissioner Foldesi and carried unanimously to open the public hearing.

On behalf of the Water Management Taskforce, Water Plan Coordinator Janine Lovold reviewed the changes and updates to the Roseau County Water Management Plan. Ms. Lovold informed the audience that the purpose of the water management plan is to insure that our water resources and related land resources are protected, managed and developed through the application of sound water and related land resource management. Ms. Lovold noted that this water plan is also recognized as the Roseau County SWCD Comprehensive Plan. Ms. Lovold reviewed the identified top five priority concerns that will be worked on during the next 10 years with an amendment opportunity in the 5th year. Ms Lovold explained that the purpose of the public hearing is to provide an opportunity to respond to the Roseau County Water Management Plan, its goals and objectives and action plan. Ms. Lovold noted that a number of suggested changes from Roseau County Engineer and County Environmental Officer as well as the Roseau River Watershed District have been incorporated into this draft plan. The draft plan can be viewed at www.nwmnswcd.org or by contacting Roseau County SWCD at 218-463-1903. The draft plan will now be sent to the Board of Water and Soil Resources Regional Supervisor who will forward the document to the MN DNR, MPCA, Dept of Ag, Dept of Health, and the Environmental Quality Board for review. Once reviewed, the document will be returned to the BWSR Regional Supervisor with comments. BWSR will then forward the document back to the Water Plan Coordinator who will present the final plan review to the North Committee.

No written or oral comments regarding the water plan were received.

A motion was made by Commissioner Foldesi, seconded by Commissioner Rasmussen, and carried unanimously to close the public hearing.

At 11:45 am Chair Swanson reconvened the regular board meeting.

A motion was made by Commissioner Walker, seconded by Commissioner Foldesi, and carried unanimously to approve the draft Roseau County Local Water Management Plan for 2010-2019 including Goals and Action Plan.

DISCUSSION

The Board discussed the One Woman 2010 Nomination. Commissioner Walker presented Brenda Yanok's name from unorganized Clear River Township for consideration. The Board supported the nomination by consensus. Coordinator Klein will work with Commissioner Walker to complete the application form.

The Board discussed attendance at the October 29, 2009 AMC District 3 meeting. Commissioner Rasmussen will attend on behalf of Roseau County.

The Board opened bids on the 2009-2010 sidewalk snow removal contract. Two bids were received. One from Comstock Mowing & Snow Removal in the amount of \$42.50 per hour and one from ByJo Construction & Seamless Gutters in the amount of \$45.00 per hour. A motion was made by Commissioner Rasmussen, seconded by Commissioner Foldesi, and carried unanimously to award a one-year contract to Comstock Mowing & Snow Removal for sidewalk snow removal for the 2009-2010 snow season.

The Northwest Regional Development Commission is seeking nominations for public services representatives. Currently Roseau County does not have any members serving on this Commission. Gracia Nelson has expressed interest on serving and would need your

The Board, by adoption of its consent agenda, approved the FY10 State of Minnesota Board of Water and Soil Resources Natural Resources Block Grant Agreement in the amount of \$51,405.00 which includes \$20,719 for Comprehensive Local Water Management; \$27,613 for Wetland Conservation Act; \$3,073 and for DNR Shoreland Management.

The Board, by adoption of its consent agenda, approved a one year Network Additional Workstation License from Vanguard Appraisals, Inc. in the amount of \$375 and a first year service fee in the amount of \$230.

DISCUSSION

The Discussion of advertisement with 1 Better was deferred to the November 10, 2009 Board Meeting.

Upon motion carried, the Board adjourned the regular meeting at 9:00 a.m. The next regular meeting of the Board is scheduled for November 10, 2009 at 8:30 a.m.

Attest:

Date: _____

Teresa Klein, County Coordinator
Roseau County, Minnesota

Jack Swanson, Chairman
Board of County Commissioners
Roseau County, Minnesota

DRAFT

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

November 3, 2009

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, November 3, 2009 at 8:30 a.m.

CALL TO ORDER

The meeting was called to order at 8:30 a.m. by County Board Chairman Jack Swanson. The Pledge of Allegiance was recited. Commissioners present were Mark Foldesi, Alan Johnston, Orris Rasmussen, Jack Swanson and Commissioner Walker.

APPROVAL OF AGENDA

Approval of the FY10 State of Minnesota Board of Water and Soil Resources Natural Resources Block Grant Agreement and approval of a one year Network Additional Workstation License from Vanguard Appraisals, Inc. was added to the consent agenda. A motion to approve the consent agenda was made by Commissioner Foldesi, seconded by Commissioner Rasmussen and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Commissioner Swanson notified the Board that he will attend the Futures Task Force meeting in the Twin Cities on September 5-6, 2009.

Laverne Voll inquired how to submit claims for beaver tails he has trapped. Mr. Voll was advised of the county policy. Per policy a requests permission or has been asked to trap beavers from the Commissioner whose district the beavers need to be removed from. The trapper then submits a bill to that Commissioner for approval. In this case since the beaver have already been trapped and they are all on the same ditch system, the Board advised completing a claim form identifying the location of where the beaver were taken and submitting the claim to Commissioner Rasmussen for approval.

The Board noted that Assistant Regional Wildlife Manager John Williams would be presenting a draft of the MNDNR's Strategic Management Plan for Elk to the Board during the Committee of the Whole meeting today following the regular Board meeting. This is a courtesy review of the plan and no Board action is required.

CONSENT AGENDA

A motion to approve the consent agenda was made by Commissioner Johnston, seconded by Commissioner Foldesi and carried unanimously.

The Board, by adoption of its consent agenda, approved proceedings from the October 13, 2009 Board Meeting.

The Board, by adoption of its consent agenda, acknowledged the Notice of Pay Equity Compliance.

nomination. The Board by consensus approved submission of Gracia Nelson as a nominee for the Northwest Regional Development Commissioner At-Large Public Interest Position.

Effective August 1, 2009 legislative changes to MN Statute 169.011, altered the legality of driving mini-trucks on roadways. This legislative change now allows these vehicles to operate under basically the same conditions as ATV's and golf carts (MN Statute 169.045). This statute allows counties, towns, and cities to pass an ordinance to allow the operation of mini-trucks on designated roads. Coordinator Klein was directed to request that the County Attorney revise the Roseau County ATV Ordinance to include authorization for mini-trucks to operate on the same designated roads as ATV's. The revised ordinance will be presented to the Board for review and approval.

Upon motion carried, the Board adjourned the regular meeting at 12:30 pm. The next regular meeting of the Board is scheduled for November 3, 2009 at 8:30 a.m.

Attest:

Date: _____

Teresa Klein, County Coordinator
Roseau County, Minnesota

Alan Johnston, Vice-Chairman
Board of County Commissioners
Roseau County, Minnesota

DRAFT

ITEM # Consent 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Hanson, Jule	*Department Sheriff	*Board Meeting Date Nov 10 2009
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***Subject Title (As it will appear on the agenda):**
Land of the Dancing Sky Area Agency on Aging Chore Services Grant

***Background (Provide sufficient detail of the subject):**
Sign and accept Land of the Dancing Sky Area Agency on Aging Grant for the period of January 1, 2010 through December 31, 2010 in the amount of \$5000.00.

***Financial Consideration:**
\$5,000.00

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

PURCHASE OF SERVICE AGREEMENT

BETWEEN

LAND OF THE DANCING SKY AREA AGENCY ON AGING

AND

ROSEAU COUNTY SHERIFF DEPARTMENT

108 3RD AVENUE SW

ROSEAU, MN

TERMS AND CONDITIONS FOR

CONTRACT NUMBER: 314-10-003B-109

CHORE SERVICES FOR OLDER AMERICANS PROJECT

FOR THE PERIOD OF:

JANUARY 1, 2010 – DECEMBER 31, 2010

**PURCHASE OF SERVICE AGREEMENT
FOR CHORE SERVICES
UNDER TITLE III-B OF
THE OLDER AMERICANS ACT OF
1965 AS AMENDED**

THIS AGREEMENT is made and entered into by and between the Land of the Dancing Sky Area Agency on Aging (hereinafter referred to as "Dancing Sky AAA) and Roseau County Sheriff Department, located at: 108 3rd Avenue SW, Roseau, MN, hereinafter referred to as the "Contractor" for Chore services during 2010.

WITNESSETH:

WHEREAS, the Minnesota Board on Aging has designated the partnership between the Northwest Regional Development Commission, (hereinafter referred to as the "NWRDC") and the West Central Joint Powers Board (hereinafter referred to as "WC") as the Land of the Dancing Sky Area Agency on Aging (hereinafter referred to as the "Dancing Sky AAA") for the counties of Becker, Beltrami, Clay, Clearwater, Douglas, Grant, Hubbard, Kittson, Lake of the Woods, Mahnommen, Marshall, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Roseau, Stevens, Traverse, and Wilkin, and;

WHEREAS, the Dancing Sky AAA desires to purchase chore services for older persons, hereinafter called "Project", and to engage the Contractor to perform services by way of identifying and responding to the chore needs of eligible older persons in the Land of the Dancing Sky Planning and Service Area on the behalf of the Dancing Sky AAA in the County of Roseau.

WHEREAS, services are to be performed in accordance with the regulations governing Title III of the Older Americans Act, and standards and policies of the the Minnesota Board on Aging and Dancing Sky AAA; and

WHEREAS, the Contractor has demonstrated previous experience and/or capacity in the delivery of chore care for older adults living in community-based settings, has established cooperative working relationships with other community agencies, and is ready, willing and able to undertake the same; and

WHEREAS, the Dancing Sky AAA desires the NWRDC to perform certain administrative responsibilities related to this Agreement on behalf of the Dancing Sky AAA, the Dancing Sky AAA and the NWRDC hereby engages the Contractor, and the Contractor hereby agrees to perform all the services hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. TERMS OF CONTRACT

The terms of this Contract shall be January 1, 2010 through December 31, 2010 unless sooner terminated pursuant to this Agreement.

ARTICLE 2. SCOPE OF SERVICE

a) The Contractor shall provide chore services specified in the Request for Proposal (RFP), the Contractor's response to the RFP and all Appendices attached thereto submitted and approved on October 19, 2009 and on file at the Dancing Sky AAA offices at: 115 South Main, Warren, Minnesota, and incorporated by reference and made a part of this Agreement, and as further detailed in the Dancing Sky AAA Policy Manual.

b) The Contractor agrees to conform with all policies and standards specified in the RFP and all Appendices attached thereto in which takes precedence, and as further detailed in the MBA Operations Manual and Dancing Sky AAA Policy Manual.

(1) Services must be implemented according to these standards unless a temporary or permanent waiver of compliance has been granted by the Dancing Sky AAA.

(2) The Contractor shall obtain prior approval from the Dancing Sky AAA for any programmatic changes, including any Contract revisions.

c) The Contractor at a minimum shall provide 1,259 chore service hours at \$3.97 per hour up to \$5,000 maximum federal funds.

d) This Contract is based on the provision of Chore Services to eligible persons.

e) The Contractor agrees to comply with eligibility criteria, as defined by the Administration on Aging and outlined in the Dancing Sky AAA Policy Manual.

f) The Contractor must emphasize serving older persons who have the greatest economic needs and the greatest social needs with special emphasis on low income minorities. Project efforts shall be targeted to individuals who are at the greatest risk due to low income, health problems, limited mobility, and who are frail, isolated and have difficulty accessing services.

g) The Contractor must provide outreach and services to minority elders in at least the same proportion as they are represented in the overall 60+ population of the service area.

h) The Project must be client-centered, sensitive to cultural differences and responsive to the multiple changing needs of communities.

i) The Project must meet all federal Older American's Act, state and local requirements for chore services.

j) The Project must be effective in responding to the needs of older persons, efficient in its use of limited financial resources, avoid duplication, and be equitable in the manner in which services are organized and delivered, and assuring fair and non-discriminatory practices.

k) The Contractor must work with other aging service providers within the geographic service area, to identify clientele in need of service, to provide information and linkages to appropriate services and ensure that a comprehensive coordinated system of service is available to older people. The Contractor must be able to document coordination efforts, including agreements.

- l) The Contractor shall utilize older persons in positions of employment and as volunteers in various aspects of the Project, whenever possible.
- m) The Contractor must include older persons, including program participants, in decisions relative to service design, delivery and an ongoing quality improvement process.
- n) The Contractor must develop and implement a quality improvement plan, which includes regular and ongoing monitoring of service quality, consumer satisfaction and outcomes' evaluation. Methods of receiving consumer input on the design and delivery of services need to be intact and utilized on a regular basis, examples include advisory councils, forums, consumer satisfaction surveys, telephone interviews, visits, etc. If a quality improvement plan exists, the Contractor must review the plan and make revisions where necessary.
- o) The Contractor agrees to comply with the General Assurances F, 1-7 (included in Appendices), including Title VI of the Civil Rights Act of 1964 and Sec. 504 of the Rehabilitation Act of 1973. The Civil Rights Complaint Procedure must be posted at all service sites.
- p) The Contractor shall develop and publish a schedule of suggested contributions consistent with Administration on Aging contribution guidelines and shall advise participants of the opportunity to contribute towards the cost of the service. In no case shall the Contractor deny the provision of a service to an individual who is unable or unwilling to make a contribution. The Contractor may not charge a service fee. Suggested contributions for the Project will be based on the established fee structure of the Contractor.
- q) The Contractor shall include on all books, reports, pamphlets, papers or articles receiving support under Title III, the following statement: "This project is made possible in part, under the Federal Older American's Act through a contract with the Land of the Dancing Sky AAA under an Area Plan approved by the Minnesota Board on Aging."
- r) The Contractor must be available and willing to meet with Dancing Sky AAA staff to review project operations and, as required shall grant AAA personnel access to program records, front-line staff and project participants in compliance with the Data Privacy Act.
- s) The Contractor will attend Dancing Sky AAA training programs, and technical assistance and coordination meetings, as requested by the Dancing Sky AAA.
- t) The Contractor shall record and maintain in writing all complaints received regarding services provided under this Agreement and the action taken to resolve the complaints. If a client is dissatisfied with a response to a complaint by the Contractor, the client may request an investigation of findings by the Dancing Sky AAA, and if necessary, Minnesota Board on Aging staff.
- u) The Contractor shall establish a system through which applicants for and recipients of services under this Contract may present grievances about the activities of the Contractor or any Subcontractor(s) related to service delivery. The system shall provide applicants and recipients with an informal hearing before representatives of the Contractor.
- v) The use or disclosure by any party of information concerning an eligible client in violation of the Minnesota Government Data Practices Act, or other Minnesota or Federal privacy laws for any purposes not directly connected with the administration of the Dancing Sky AAA's or Contractor's

responsibility, is prohibited except with written consent of such eligible participant or his/her guardian.

The Contractor or its Subcontractors may disclose information to each other, to the Dancing Sky AAA, or the MBA for purposes directly connected with the administration of the program. This includes, but is not limited to determining eligibility, providing a service and participating in an audit; provided further that, the Contractor or its Subcontractors shall disclose information for NSPIS and for research, statistical, monitoring and evaluation purposes conducted by appropriate federal and state agencies and the Dancing Sky AAA.

w) The Contractor promises that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this Agreement. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor, the Dancing Sky AAA may at its discretion:

(1) Annul this Agreement without any liability; or

(2) Deduct from the Agreement price or consideration or otherwise recover the full amount of any such contingent fee.

ARTICLE 3. COST OF SERVICES

a) The total budget for the Project shall be as specified in the budget pages of the Contractor's response to the RFP, which is incorporated by reference and made a part of this Agreement.

b) The total federal funds to be paid for CY 2010 purchased services shall not exceed \$5,000 for Chore Services.

c) The Contract is based on a federal unit cost of \$3.97 for contracted unit.

d) The Contractor shall provide a minimum of 50% in non-federal cash and/or in-kind matching funds of Project's Federal costs for each service. Written verification shall be provided to the Dancing Sky AAA at the time of quarterly billing.

e) The cost per unit price includes all costs associated with the service as supported by the budget in the Contractor's response to the RFP.

ARTICLE 4. REPORTING AND REIMBURSEMENT

a) It is clearly understood that in no event shall the total Project funds available under this Agreement exceed the sum of \$5,000. The Contractor shall provide a minimum of \$5,000 in match resources which are duly recorded and applied to the provision of services stipulated in the scope of services.

b) It is understood that the Contract payment is contingent upon availability of these funds from the Minnesota Board on Aging and the Dancing Sky AAA to the NWRDC. Should reductions in funds or project income occur, the Dancing Sky AAA has the right to reduce the amount of federal funds awarded. The Dancing Sky AAA and the Contractor will renegotiate service levels at that time.

c) The NWRDC, as the designee of the Dancing Sky AAA, shall reimburse the Contractor \$3.97 in federal funds per unit service for Chore services performed. Upon receipt by the Dancing Sky AAA of all signatures, forms and documents requested by the Dancing Sky AAA, the Dancing Sky AAA shall, upon request, send to the Contractor an advance payment in an amount not to exceed funds for sixty (60) days of service during the grant period.

Reimbursement for services shall include one cash advance (upon request) followed by quarterly cash reimbursements based on the previous quarter's eligible service units provided. The final payment(s) will reflect the balance of unit reimbursement for the total project period minus any excess in the original advance payment. Under no circumstances shall the total funds dispersed exceed the total federal funds awarded for the services, regardless of the number of service units provided by the Contractor.

d) The Contractor shall submit by the 8th of each month new NAPIS registration forms and the total units provided the previous month.

e) The Contractor shall submit by the twelfth (12th) day of the month following each quarter, the total units provided the previous quarter and all income received. Reimbursement shall be based on the reported actual service units provided multiplied by the applicable service unit rate contained in this Purchase of Service Agreement.

(1) Services must meet all applicable standards and definitions in the Contract and Appendices to qualify for reimbursement.

(2) In no event shall the Dancing Sky AAA's reimbursement of service exceed the total federal funds awarded for the services, regardless of the number of service units provided by the Contractor.

(3) If reports are not received at the Dancing Sky AAA offices by the due date, the Dancing Sky AAA will retain the right to withhold reimbursement to the Contractor until such time they are received.

f) The federal share of the project cost is earned only when the unit of service is provided to eligible persons and the local non-federal share of the cost has been contributed. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds.

g) The Contractor shall maintain records of all non-federal matching contributions and shall submit such calculation with the quarterly request to the Dancing Sky AAA.

h) The Contractor shall be responsible for the collection and deposit of all project income. Such income shall be reported on a quarterly basis to the Dancing Sky AAA.

i) All income generated as a result of the federal award must be applied to the cost of service and used to expand Project services.

j) The Contractor shall provide quarterly and accumulated year-to-date financial and statistical reports and an Outcome Report to the Dancing Sky AAA on prescribed forms.

ARTICLE 5. SUBCONTRACTING

- a) The Contractor shall not enter into Subcontracts for any of the work contemplated under this Agreement without written notification and prior approval of the Dancing Sky AAA. All Subcontracts shall be subject to the requirements of this Contract and shall be submitted to the Dancing Sky AAA. The Contractor shall be responsible for the performance of any Subcontractor.
- b) All income generated through Subcontracts shall be applied to the cost of service and used to expand Project services.
- c) The Contractor shall obtain a signed certification from each Subcontractor prior to engaging in service.

ARTICLE 6. EQUIPMENT

- a) The Contractor shall be responsible for the maintenance and repair of equipment and shall maintain property and casualty insurance coverage on equipment as it pertains to use by this Project.

ARTICLE 7. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

- a) The Dancing AAA shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees or Subcontractors, either individually or jointly with others and which arise out of the performance of this Contract, including NAPIS data and software, NAPIS client registration forms, any reports including health department inspections and licenses, art work, documents, other software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form.

ARTICLE 8. AUDIT AND RECORD DISCLOSURES

- a) The Contractor agrees to maintain all records and use all forms required by the Dancing Sky AAA for the purpose of adequate monitoring and assessment of Project performance.
- b) The Contractor will comply with requests from the Dancing AAA for reports and surveys other than indicated, as they become necessary.
- c) The Contractor shall maintain such books, records, documents and other evidence, which sufficiently and properly reflect all costs associated with the Project budget expended in the performance of this Agreement. The Contractor shall adopt and maintain all required bookkeeping and accounting procedures/practices, which are necessary to account for actual service unit costs.
- d) The Contractor shall allow personnel of the Dancing Sky AAA and Minnesota Board on Aging access to records at reasonable hours in order to exercise their responsibility to monitor the services.
- e) The Contractor shall establish and maintain separate fund codes established through the general ledger for the funds provided under this Agreement and income generated by the Project. The funds shall not be co-mingled with funds received under any other agreement. The Contractor is responsible for regular deposit of project income.

f) The Contractor shall be responsible for annual audits to be completed, in accordance with the Single Audit Act of 1984 and OMB Circular A-128 or OMB Circular A-133 and Dancing Sky AAA audit policies and procedures, within 180 days following the end of the project year. The audit will verify, at a minimum, allowable expenses and income receipts during the contract period relative to the performance of each service and how many service units were provided. To the extent the Contractor's reimbursements during the contract period exceed the documented and allowable expenses identified by the audit, the Dancing Sky AAA will require repayment by the Contractor of the excess payments made to the Contractor.

g) The Contractor shall maintain records at Roseau County Sheriff office for five years for audit purposes.

ARTICLE 9. BONDING, INDEMNITY AND INSURANCE CLAUSE

a) BONDING

The Contractor shall obtain and maintain at all times, during the terms of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute moneys in an amount equivalent to the award.

b) INDEMNITY

The Contractor does hereby agree that it will at all times hereafter, during the existence of this Agreement, indemnify and hold harmless the Dancing Sky AAA and the NWRDC, its agents and employees from any and all liability, loss, damages, costs, or expenses which may be claimed against the Dancing Sky AAA, NWRDC or Contractor:

(1) by reason of any service participant's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by the Contractor or any officer, agency, or employee thereof;

(2) by reason of any service participant's causing injury to, or damage to the property of another person during any time when the Contractor or any officer, agency or employee thereof has undertaken or is furnishing the care and services called for under this Agreement.

c) INSURANCE

The Contractor does further agree that, in order to protect itself as well as the Dancing Sky AAA under the indemnity agreement provisions hereinabove set forth; it will, at all times during the term of the Contract, have and maintain a liability insurance policy in the amount of \$1,000,000 per occurrence.

The Contractor, prior to commencing work, will provide to the Dancing Sky AAA certificates of insurance indicating the required insurance and limits and indicating it will remain in full force and effect during the terms of the Agreement.

The Contractor shall be liable at all times for damages to or the destruction of the Contractor's equipment and materials, including the loss of use thereof, regardless of how such damage or destruction occurs.

ARTICLE 10. CONDITIONS OF THE PARTIES' OBLIGATIONS

a) It is understood and agreed that in the event that the reimbursement to the Dancing Sky AAA from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of indicated quantity of services, the obligation of each party hereunder may be renegotiated.

b) This Agreement may be cancelled by either party at any time, with or without cause, upon 60 days written notice to the other party. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro-rated basis, for work satisfactorily performed through the date of cancellation.

c) Before the termination date specified in Article 1 of this Agreement, the Dancing Sky AAA shall conduct an evaluation of the performance of the Contractor in regard to terms of this Agreement.

d) Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only upon prior approval and when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

e) No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Dancing Sky AAA, nor shall the Contractor do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the Dancing Sky AAA. Such approval shall be considered to be a modification of the Agreement.

f) In the event that there is a revision of federal regulations, which might make this Agreement ineligible for federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal regulations.

g) Authorized Agents for Contractor and Dancing Sky AAA and the NWRDC

<u>Contractor</u>	<u>NWRDC</u>	<u>Dancing Sky AAA</u>
Jule D. Hanson	Dr. Joseph Bouvette	Leon Heath
Frank Haubrick	Leon Heath	Paul Anderson
	Carol Sorensen	
	Shannon Henrickson	

h) Assignment

The Contractor shall not assign or transfer any rights or obligations under this Contract without prior written approval of the Dancing Sky AAA. The Contractor, by signing this Agreement, acknowledges and agrees to the Dancing Sky AAA's assignment of administrative oversight responsibilities (including, but not limited to payments, financial and statistical reporting and day-to-day operational issues) to the NWRDC.

ARTICLE 12. AUTHORIZATION

a) Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the NWRDC, as the designee of the Dancing Sky AAA, relating to the subject matter hereof.

IN WITNESS WHEREOF, the NWRDC, as the designee for the Dancing Sky AAA, and the Contractor have executed this agreement as the day and year first above written:

APPROVED AS TO FORM AND EXECUTION DATED: October 19, 2009.

APPROVED:

I. Contractor

II. Dancing Sky AAA

By: _____

By: Paul Anderson

Title: _____

Title: Paul Anderson, Chairperson

Date: _____

Date: _____

ITEM # Consent 3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Nov 10 2009
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***Subject Title (As it will appear on the agenda):**
Approve Priscilla Von Ende Comp & Holiday Pay Out

***Background (Provide sufficient detail of the subject):**
Priscilla Von Ende was terminated on October 16, 2009. Ms. Von Ende has comp and holiday hours to be paid out totalling \$1838.28

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

ITEM # 10:45 Appt.

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Granitz, Anne	*Department Auditor	*Board Meeting Date Nov 10 2009
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***Subject Title (As it will appear on the agenda):**
Auditor Anne Granitz

***Background (Provide sufficient detail of the subject):**

2010 Tobacco License Fees
Tobacco Ordinance No. 27 states, "The fee for a retail tobacco license shall be \$50.00 for the year 2000. The fee shall be adjusted annually by the County Board."
The fee remains at \$50, and we currently license 19 establishments. Does the County Board want to make any changes in the fee for 2010?

Liquor License Fees
Attached is a list of our current licensees and applicable fees. Does the County Board want to make any changes for the upcoming license year?

2009 Budget Analysis
Now that we have two months remaining on the current budget year, I am estimating where we will be at year end. I am currently working on my analysis and will make a presentation on Tuesday.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

INFORMATION ONLY

**October 2009
Roseau County Sheriff's Office
Monthly Report**

October was a busy month for the Sheriff's Office. The Sheriff's Office observed an increase in DWI arrests and of course trespass and property line issues. Hunting season is here!

The Sheriff's Office encourages hunters to wear the appropriate orange clothing during the next couple of weeks. Make sure you tell someone where you are hunting and approximately what time you will be back. Most importantly, don't mix alcohol with hunting, guns and alcohol does not mix. Please make sure you know the new hunting regulations. Have a safe and successful hunt.

The Detention Center has been averaging 20 inmates per day during the month of October. The Sheriff's Office has also seen an increase in civil process.

The Roseau County Sheriff's Office thanks the public for their support and encourages them to call in any suspicious activities they encounter. Please call the non-emergency line 218-463-1421 with your concerns. Working together we can make Roseau County a safer place to live.

**Terry Bandemer
Chief Deputy**

INFORMATION ONLY

Number	Call
	Citations
7	Speed
21	No Seat Belt
2	Expired Registration
2	Open Bottle
1	Stop Arm Violation
3	Expired DL
2	No Minnesota DL
2	Driving After Revocation
4	Driving After Suspension
7	No Proof of Insurance
1	Fail to Yield
1	Found Property
10	Deer MVA
2	MVA Property Damage
1	Firearm Accident
1	TB Permit Check
1	Suicide Threats
4	Ambulance Calls with Deputy
16	Requests from Public
10	Domestic Complaints
9	Public Assists
20	Animal Complaints
1	Business Check
5	Harassment Orders Received
7	Order for Protections Received
8	Permit to Acquire
1	Permit to Carry
5	Car Unlock
3	Harassing Phone Calls
14	Misc Officer Other
5	Attempt to Locate
6	Assist Other Agencies
5	Alarm Checks
6	Suspicious Vehicle
1	Suspicious Persons
6	Adult Transports
3	911 Fail Checks
1	Home Monitoring Checks
2	Arrest on Warrant
	Traffic Stops
33	Speed Warnings
4	No Trailer Lights Warning

INFORMATION ONLY

6	No Headlight Warning
1	Left of Center Warnings
1	Expired Registration Warning
1	Failure to Yield Warning
5	No Tail Lights Warning
6	Equipment Violation Warning
1	Inatentive Driving Warning
4	Failure to Dim Headlights Warning
9	Jail Incidents
3	Jail Transports
4	Assaults
5	Terroistic Threats
2	Forgery
1	Drug Offenses
2	Family Crimes
8	Misd DWI
1	Minor Consumption over 18
1	Disorderly Conduct
7	Damage to Property
1	Tresspass
1	Littering
6	Theft
1	Theft from Building
3	NSF Checks
1	Vehicle Theft
4	Contempt of Court
1	Probation Violation

INFORMATION ONLY

CITY OF ROSEAU

COUNTY OF ROSEAU

STATE OF MINNESOTA

RECEIVED
NOV 04 2009

**NOTICE OF PUBLIC HEARING ON VACATION OF
9TH STREET NORTHEAST IN THE CITY OF ROSEAU,
BETWEEN 5TH AVENUE NORTHEAST AND 6TH AVENUE NORTHEAST
PURSUANT TO MINNESOTA STATUTE §412.851**

NOTICE IS HEREBY GIVEN that a hearing will be held before the City Council on the 7th day of December, 2009, in the City Center Council Chambers located at 121 Center Street East, Suite 201, Roseau, Minnesota 56751 at 5:30 p.m. to consider a proposed vacation of a portion of 9th Street Northeast in the City of Roseau, Minnesota, between 5th Avenue Northeast and 6th Avenue Northeast, legally described as follows:

That portion of 9th Street Northeast in the City of Roseau, Minnesota described as follows:

Commencing at the Southeast corner of Lot 1, Block 1 of Flaig's Addition to the City of Roseau, Minnesota being the point of beginning of that certain portion of 9th Street Northeast intended to be vacated; thence running Westerly on and along the South boundary line of said Lot 1, Block 1 of Flaig's Addition, a distance of 110 feet to a point; thence running Southerly a distance of 14 feet to a point which is 66 feet ± Northerly of the Northeast corner of Lot 1, Block 2 of Flaig's Addition, thence running Easterly a distance of 110 feet to a point which is 14 feet ± Southerly of the point of beginning, thence running Northerly 14 feet ± to the point of beginning and there terminating, containing 0.0354 acres ±, all located in Larsen's third Addition to the City of Roseau.

Dated this 2nd day of November, 2009.

Signed by:


Michelle Slater, City Clerk