



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

AGENDA

Tuesday, December 15, 2009, 8:30 a.m.

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on December 15, 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. Approve Civil Service Fees Changes
3. Accept CVSO Enhancement Grant
4. Approve Bills

9:00 Comments and Announcements

9:15 Auditor's Office

1. Discuss Ditch Balances in Unorganized Townships
2. Discuss PILT Receipts
3. Approve Final 2010 Budget and Levy

10:00 Highway Department

1. Approve final payment of \$1,092.35, Thygeson Construction, for CP 0905, CSAH 9 Aggregate Shouldering
2. Approve Final payment of \$4,570.40 for FEMA DR-1288, J.D. 61 to R.J. Zavoral & Sons, Inc.

10:15 Break

10:30 Committee Reports

11:00 Discussion

1. 2010 Elected Official Salaries
2. 2010 Commissioner Per Diems
3. 2010 Board Meeting Dates
4. 2010 Budget
5. Acknowledge Correspondence from Mary Wickersham

11:55 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 Hanson, Jule	*Department Sheriff	*Board Meeting Date Dec 15 2009
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***Subject Title (As it will appear on the agenda):**
 Approve Proceedings from 11-24-09

***Background (Provide sufficient detail of the subject):**
 Attached are the proceedings from 11-24-09. 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

November 24, 2009

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, November 24, 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 Russell Walker.

APPROVAL OF AGENDA

E911 Signage, AMC Conference Planning and Wellness Program Budget clarification were added to discussion. A motion to approve the amended 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 Foldesi and carried unanimously.

The Board, by adoption of its consent agenda, approved a Resolution of Sponsorship for the Roseau Lake of the Woods Sportsman’s Club ATV trail.

The Board, by adoption of its consent agenda, accepted the State of Minnesota Snowmobile Safety Enforcement Grant in the amount of \$10,484.00 effective October 15, 2009 through June 30, 2011.

The Board, by adoption of its consent agenda, approved rescheduling the December 8, 2009 Board Meeting to December 2, 2009 at 4:00 p.m.

The Board, by adoption of its consent agenda, approved a pay grade change for the Jail Administrator position moving it from Grade 8 to Grade 9 as it is rated effective the date of Board approval.

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

WARRANTS APPROVED FOR PAYMENT 11/12/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
3344.72	CENTURYLINK	2963.57	DELL MARKETING LP
3000.00	EXPEDIATE DIRECT MAIL & FULFIL	8806.00	GOULET CONSTRUCTION
1829.04	BRIAN HARDWICK P.A.	2277.00	KB BOBCAT SERVICE
675.00	NATHAN SEEGER LAW OFFICE	9631.35	ROSEAU CITY
	2 PAYMENTS LESS THAN \$300	68.76	
****	FINAL TOTAL.....	\$32,595.44	****

WARRANTS APPROVED FOR PAYMENT 11/20/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
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Auditor Anne Granitz met with the Board to review and approve the repurchase of tax-forfeited property in Golden Valley Township. A motion was made by Commissioner Johnston, seconded by Commissioner Foldesi and carried unanimously to adopt the following resolution:

2009-11-01

WHEREAS, an application for the repurchase of tax-forfeited lands, submitted by Michael Bakri, Power of Attorney for Adam Bakri, described as:

All that part of the Southwest Quarter (SW ¼) of Section Thirty-Five (35) in Township One Hundred Fifty-nine (159) North, Range Thirty-nine (39) West lying Northerly of the Roseau River as presently situated has been presented to the Roseau County Board of Commissioners and

WHEREAS, Michael Bakri, on behalf of Adam Bakri, does make the statement in the application for repurchase that hardship and injustice has resulted because of the forfeiture of said land due to his financial problems, and

WHEREAS, the repurchase of said land by the applicant will promote and best serve the public interest because he will continue to keep his taxes current, and property will be a home for his father.

NOW, THEREFORE, BE IT RESOLVED that the Roseau County Board of Commissioners hereby approves the application for repurchase of said tax-forfeited lands as submitted by Michael Bakri, Power of Attorney for Adam Bakri, and acknowledges that the statements made therein are true and correct.

BE IT FURTHER RESOLVED that approval of this application is subject to the payment in full of all delinquent taxes, penalty, interest, and costs and other charges required for the issuance of a State Deed for a total of \$2,243.60, payable to the Roseau County Treasurer by cash or cashier's check, on or before November 24, 2009.

Ms. Granitz requested approval to call for 2010 publishing bids. A motion was made to approve a call for 2010 publishing bids by Commissioner Johnston, seconded by Commissioner Walker and carried unanimously. Bids will be opened on January 5, 2010 at 9:00 a.m.

ENVIRONMENTAL OFFICER JEFF PELOWSKI

Environmental Officer Jeff Pelowski met with the Board on behalf of the KaMaR Solid Waste Joint Powers Board to request that Roseau County assume the financial administrative duties of this joint powers entity that includes Roseau, Kittson, Red Lake and Marshall Counties. Currently Roseau County manages certain aspects of the human resource function including payroll and workers compensation claims.

Kittson County has been acting as the financial administrator processing accounts payable and receivables. Auditor Granitz advised the Board that her office has the capacity to take on the responsibility for these additional duties. Mr. Pelowski noted that integrating the human resource and financial duties at one location would be more efficient.

Roseau County is not currently charging KaMaR for costs associated with payroll and workers compensation claims, however with the additional financial administration duties, Auditor Granitz recommended charging KaMar a fee of \$75.00 per month. Commissioner

Foldesi stated that KaMar should be charged an amount that accurately covers the counties cost to provide this service. Commissioner Foldesi suggested \$200 per month. After discussion it was agreed that \$200 per month may exceed the actual cost. Mr. Pelowski noted that should the Board approve the request, it will then go before the KaMaR Board for approval. A motion was made by Commissioner Johnston, seconded by Commissioner Walker and carried unanimously to adopt the following resolution:

2009-11-02

BE IT RESOLVED, that the Board does hereby authorize the county to assume the role of KaMaR Financial Administrator.

BE IT FURTHER RESOLVED, the County will charge KaMaR at a rate of \$125 per month to provide the services requested.

BE IT FURTHER RESOLVED, this fee is inclusive of both the human resource functions of payroll and workers compensation claims management and financial administrative duties.

Mr. Pelowski provided the Board with an update on the Transfer Station/Demolition Landfill MPCA re-permitting status. Mr. Pelowski informed the Board that the county's five-year permit expires December, 2009. Mr. Pelowski informed the Board that the permit process has changed since the last permit application which was submitted in 2004. Pelowski noted that there are now two parts, Part A that is the regular permitting process and Part B is a Hydro geologic component. Mr. Pelowski advised the Board that the initial re permitting application was submitted on June 22, 2009 and the full document, including the updated construction plans prepared by consultant, Short, Elliott and Hendrickson, Inc. (SEH), was submitted on September 10, 2009. The MPCA responded to the application on September 21, 2009 noting that it was substantially complete but requested the county address some technical issues related to part B of the application.

Mr. Pelowski informed the Board that Part B of the permit is still being debated, as the MPCA has proposed installation of a groundwater monitoring network at the demo site. The estimated cost to comply with this request would be \$35,000 to \$50,000, and the network would have to be installed as soon as possible. After extensive negotiations, the current MPCA proposal would require a "scaled down" version of a monitoring network that would not have to be installed until 2014, at an estimated cost of \$23,000. This would allow the County to budget for this future construction.

Mr. Pelowski informed the Board that the County really has three options: refuse to comply with the MPCA proposal, request to split our existing permit thereby applying for a separate Transfer Station permit and close the demolition landfill site; or agree with the negotiated proposal as presented. A motion was made by Commissioner Rasmussen, seconded by Commissioner Foldesi, and carried unanimously to adopt the following resolution:

2009-11-03

BE IT RESOLVED, that the Board does hereby authorize Environmental Officer Jeff Pelowski to negotiate with the MPCA to secure a permit for the Demolition Landfill/Transfer Station.

Mr. Pelowski also noted that the KaMaR budget is currently imbedded within the Environmental Services fund. Mr. Pelowski recommended that since KaMaR is a Joint Powers Entity and not a department with Roseau County Environmental Services that it be removed from the Environmental Fund and transferred to its own fund. Pelowski noted that including it within the Environmental Services Department inflates the budget by approximately \$200,000 per year. This separation would create more financial clarity, and would only take effect if KaMaR authorizes Roseau County to assume the financial administrative duties for KaMaR. The Board concurred with this recommendation.

HIGHWAY DEPARTMENT

Engineer Ketring met with the Board to request two final payouts. A motion to approve final payout on Project No. SAP 068-613-016, in the amount of \$116,429.11 to Knife River Materials, was made by Commissioner Johnston, seconded by Commissioner Walker and carried unanimously.

A motion to approve final payout on Project No. SP 068-609-017, in the amount of \$82,747.83, to Knife River Materials, was made by Commissioner Walker, seconded by Commissioner Rasmussen and carried unanimously.

The Board discussed E911 signage for all county residences. The Board acknowledged the importance of having all residences marked with E911 signage but noted the barriers of funding and maintenance. Further discussion was deferred to the December 15, 2009 Board meeting.

DISCUSSION

The Board acknowledged correspondence from Keith Mork regarding state mandated DNR surveying of Consolidated Conservation land. County Assessor Al Heim was asked to contact Mr. Mork to discuss this matter further and notify him that Commissioners Swanson and Walker will be contacting Senators Olin and Stumpf to get further clarification on this matter.

INSURANCE COMMITTEE

Gwynne Roadfeldt and Patty Ignaszewski met with the Board on behalf of the Insurance Committee and presented 2010 Employee Health Insurance and Benefits plan recommendations.

INSURANCE COMMITTEE REPORT AND RECOMMENDATION TO ROSEAU COUNTY BOARD

HEALTH INSURANCE:

This year, Ingenix Consulting, an independent firm, was used to perform the bidding process for health insurance for the C/C/OGA insurance pool. Blue Cross/Shield of Minnesota was selected from these bids.

Pool Minimum/Maximums are reviewed and voted on annually by the NWSC C/C/OGA Advisory Committee. The committee looked at 3 options and chose a minimum increase of 2% and a maximum increase of 26% with all groups that had a negative experience rating getting

the 2% minimum increase. Blue Cross/Shield of Minnesota reported a 26 % INCREASE needed for Roseau County's group for 2010. The premiums for our existing plans are as follows:

Roseau County currently carries 33 Single Contracts and 75 Family Contracts; plus 2 Single Contracts that are Inactive Retirees and 1 Family Contract that is an Inactive Retiree. Retired/COBRA employees pay their own premiums. Retired employees, on Roseau County's health insurance, receive the same VEBA contribution as active employees.

The current premium is \$255 for single and \$600 for a family plan. With the 26% increase the new single premium is \$321.50 and the family premium is \$756.

The current County contribution is \$ 205.00 per month for a single and \$ 500.00 per month for a family. The current (2009) county contribution to VEBA is:\$74.00 per month for a single and \$164.50 per month for a family plan.

The Insurance Committee recommends that the County continue with the VEBA Health Plan. The Committee recommends to the County *continue to pay the same percentage as 2009*. This would mean an increase to both the county and the employee shares. Under this proposal, for a single policy the County would pay \$257.50 (80%) and the employee would pay \$64.00 (20%). For a family policy the County would pay \$627.50 (83%) and the employee would pay \$128.50 (17%).

The Committee recommends that the county payment into the VEBA accounts remain unchanged.

With a VEBA program, the employer must decide if VEBA would be First Payer or Second. **The Committee recommends the VEBA account continue to be Second Payer. This gives employees control of their VEBA funds.**

LIFE INSURANCE:

\$10,000 basic life insurance policy is provided at no cost to all eligible employees. A \$5,000 dependent life insurance is also provided for spouse and independent children. Minnesota Life Insurance reports that Roseau County's premiums will remain the same as last year's Basic Life and AD&D for employees and dependent life coverage. Rates are \$2.70 per month for \$10,000 employee coverage and \$2.00 per month for \$5,000 spouse & dependents to age19. **The Committee recommends this remain unchanged.**

LONG TERM DISABILITY INSURANCE:

Long Term Disability is 100% employee sponsored and provided by Assurant Employee Benefits. No county dollars are involved. There was no rate change, except where noted due to age specific categories. **Committee recommends continuing the current coverage offering.**

SHORT TERM DISABILITY INSURANCE:

Short Term Disability is 100% employee sponsored and coverage is provided to employees by Colonial Life.

LONG TERM CARE INSURANCE:

Long Term Care Insurance is offered to employees and is 100% employee sponsored. Coverage is provided by CNA through the Minnesota Long Term Care Partnership Program. **Committee recommends continuing the current coverage offering.**

EYE CARE INSURANCE:

Eye Care is offered to employees through the Ameritas Group. It is 100% employee sponsored. Ameritas increased the 2010 rate by 21%. **The Committee recommends continuing with Ameritas for 2010 but reviewing options in 2011.**

NEWSLETTER:

As part of the Employee Wellness Program, Roseau County provides employees with a wellness newsletter that is included in paychecks. Top Health has been provided for a number of years. The Committee discussed several options. The County could continue with Top Health, change to Personal Best or move to an electronic version of one of those newsletters. Costs are as follows:

Personal Best paper	approximately \$ 988.20 annual cost
Personal Best on-line	approximately \$ 745.20 annual cost
Top Health paper	approximately \$ 712.80 annual cost
Top Health on-line	approximately \$ 534.60 annual cost

The Committee recommends that a free electronic version of a wellness newsletter be researched and if one is not found that an electronic version of Top Health be provided to employees and a for work environments where computer access is not provided, the county provide a paper copy.

125 FLEX MEDICAL PLAN:

The Insurance Committee recommends continuing with Select Accounts to handle our 125 medical FLEX monies. The fees continue at \$ 1.83 per month per participant for 2010. The fees include the Medical Flexible spending accounts and the Day Care Flexible Funds with retirees paying their own fees. We have the option of automatic crossover. This allows the FLEX claims to be paid without employees having to send in their own request for reimbursement. Each employee has the choice of selecting crossover or submitting claims themselves. The annual cost of administering the FLEX plan for 2010 is estimated to be \$ 2,500.

This year the Insurance Committee recommends we add a "Grace Period" of 2 months and 15 days for our Medical FLEX dollars. This means that employees that have not used up their FLEX dollars would still have the allotted time into the next calendar year to incur claims and be reimbursed with the previous year's dollars. There is no additional cost to the employer for this.

Roseau County has set \$ 4,000 as the maximum employees are allowed to FLEX for medical. This does not affect the Day Care FLEX monies, as the IRS sets this maximum, which is currently at \$ 5,000.

DENTAL INSURANCE:

Dental Insurance is offered to employees through the Ameritas Group. It is 100% employee sponsored. The insurance company has offered a renewal rate with an 8% increase in premium. **The Committee recommends continuing the current coverage offering.**

WELLNESS PROGRAM:

Roseau County received \$34,688.83 in 2008 from the Northwest Service Cooperative for a 2006 settlement. It was requested by this committee that this settlement be ear-marked as dedicated funds for the Wellness/Insurance Committee to be used strictly for employee benefits and/or Health and Wellness.

The Insurance Committee requested clarity regarding the Boards intent with the \$34,688.83. This request had been made in October 14, 2008 when the Committee presented a recommendation to establish Employee Wellness Program.

The Board reviewed Resolution 2008-10-07 and noted that they had approved the establishment of a Wellness Program, authorized the established of a line item in the Personnel/Safety Department, approved a 2008 and 2009 budget Wellness Program budget, and had received the \$34,688.83 in the Revenue Fund.

It was clarified that the funds were put into the general fund and not specifically dedicated for employee benefits, health and wellness as requested. However, that it was the Board intent to support the continuation of the Wellness Program beyond what the dedicated amount could sustain.

The Insurance Committee recommends Roseau County continue the Wellness Program.

AFLAC INSURANCE:

The Insurance Committee met with AFLAC representatives. This, also, is a 100% employee sponsored plan with premiums deducted through payroll. **The Insurance Committee recommends Roseau County add AFLAC as a provider effective January 1, 2010.**

DEADLINE DATES:

The Deadline for Renewal Plan Decisions was October 16, 2009 with December 1, 2009 as the Deadline for group leaders to turn in the member plan changes to Blue Cross/Shield of Minnesota. The December 1st date was granted to us as an extension.

After listening to the Committee Report and Recommendations, the Board requested that the health insurance premium be separated and presented separately. The committee representatives concurred.

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

2009-11-04

BE IT RESOLVED, that the Board does hereby authorize the continuation of the followed employee sponsored benefits for the year 2010: 125 Flex Medical Plan, Life Insurance,

Long Term Disability Insurance, and Long Term Care Insurance, Short Term Disability Insurance, Dental Care Insurance, Eye Care Insurance, and the addition of AFLAC.

BE IT FURTHER RESOLVED that the Roseau County Board accepts the recommendations of the insurance committee for benefit year 2010 does hereby authorize the continuation of the following Roseau County employer sponsored benefits for the year 2010: \$10,000 basic life insurance policy and \$5,000 dependent life insurance for spouse and independent children.

BE IT FUTHER RESOLVED, that the Board authorizes the continuation of the Employee Wellness Program.

The Board deferred action on the insurance premium until later in the meeting.

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

2009-11-05

WHEREAS, the Minnesota Open Meeting Law, Minn. Stat. § 13D.03, subd. 1(b) states that “the governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 and 179A.25”; and

WHEREAS, Labor Attorney Terrence Foy has requested that the meeting be closed to consider strategy for labor negotiations; and

WHEREAS, it would be detrimental to the interests of the County for the Board to hold a public discussion regarding this matter;

NOW, THEREFORE, BE IT RESOLVED by the Roseau County Board of Commissioners as follows:

1. The County Board hereby closes this meeting pursuant to Minn. Stat. § 13D.03, subd. 1(b);
2. The specific subject to be discussed, pursuant to Minn. Stat. § 13D.01, subd. 3, is labor negotiation strategy.

Chair Swanson reconvened the regular board meeting at 12:00 noon.

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

2009-11-06

WHEREAS, the Minnesota Open Meeting Law, Minn. Stat. § 13D.05, subd. 3(b) states that “meetings may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege”; and

WHEREAS, County Attorney Lisa Hanson has requested that the meeting be closed to discuss pending litigation; and

WHEREAS, it would be detrimental to the interests of the County for the Board to hold a public discussion regarding this matter where an opposing party or opposing attorney could listen to or be made aware of the County's positions; and

WHEREAS, there is an absolute need for the Board to obtain confidential legal advice regarding the pending litigation in order to maintain the attorney-client privilege;

NOW, THEREFORE, BE IT RESOLVED by the Roseau County Board of Commissioners as follows:

1. The County Board hereby closes this meeting based upon the attorney-client privilege pursuant to Minn. Stat. § 13D.05, subd. 3(b);
2. The specific subject to be discussed, pursuant to Minn. Stat. § 13D.01, subd. 3, is pending litigation.

Chair Swanson reconvened the regular Board meeting at 12:00 p.m.

The Board discussed options on how to distribute the 26% increase in the 2010 health insurance premiums. Commissioners Foldesi and Walker both recommended a 50/50 split of the increase. Commissioner Johnston stated he felt the County should pick up the entire increase and negotiate a cost share percentage into future contracts. Commissioner Rasmussen stated that he would support a cost share at the current approximate 80/20 split as recommended by the Insurance Committee. A motion was made by Commissioner Foldesi, seconded by Commissioner Walker, and carried unanimously to adopt the following resolution:

2009-11-07

WHEREAS, Roseau County has been notified that the insurance premiums will increase in 2010 by 26% and commencing January 1, 2010, the cost of Roseau County VEBA Group Health Plan insurance premium will be \$321.50 for a single plan and \$756 for a family plan; and

WHEREAS, the Roseau County Board of Commissioners desires to cost share this increase with employees in a fair and equitable manner,

BE IT RESOLVED, that the Board hereby authorizes the continuation of the NW Minnesota Service Cooperatives' VEBA Health Plan and the VEBA accounts for Roseau County for the year 2010; and

BE IT FURTHER RESOLVED that effective January 1, 2010, the County will contribute \$238.50 toward the single premium and the employee cost will be \$83. The County will contribute \$578 toward the family premium and the employee cost will be \$178.

BE IT FURTHER RESOLVED that the County contribution to the VEBA Account will remain unchanged in 2010 at \$74 per month for single plans and \$164.50 per month for family plans.

Upon motion carried, the Board adjourned the regular meeting at 1:10 p.m. The next regular meeting of the Board is scheduled for December 2, 2009 at 4:00 p.m.

Attest:

Date: _____

Teresa Klein, County Coordinator
Roseau County, Minnesota

Jack Swanson, Chair
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 Dec 15 2009
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***Subject Title (As it will appear on the agenda):**
Sheriff's Proposed Fee Schedule

***Background (Provide sufficient detail of the subject):**
Civil Process fees have not been adjusted since January of 2006. Adjustments need to be put in place to cover costs incurred by the County in serving of civil papers and various other areas that are covered by the County fee schedule.

***Financial Consideration:**
Financial consideration will be determined by the adjustments and the amount of actual papers services, bookings and etc that are done.

***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

ROSEAU COUNTY SHERIFF
PROPOSED FEE SCHEDULE EFFECTIVE JAN 1, 2010

CIVIL FEES

1. ADVANCE DEPOSIT FOR SERVICE OF PAPERS.
NEW FEE: SEVENTY FIVE DOLLARS (\$75.00) PER INDIVIDUAL.

2. SERVING A SUMMONS, WARRANT, WRIT, SUBPOENA ISSUED BY A COURT OF RECORD, THIRTY DOLLARS (\$30.00) FOR EACH DEFENDANT PLUS MILEAGE
NEW FEE: FORTY DOLLARS (\$40.00) FOR EACH DEFENDANT SERVED PLUS MILEAGE

3. MILEAGE SHALL BE COMPUTED FROM THE PLACE WHERE THE COURT IS USUALLY HELD AT THE RATE OF FIFTY CENTS (\$0.50) PER MILE WITH A \$5.00 MINIMUM CHARGE.
NEW FEE: FIFTY CENTS (\$0.50) PER MILE WITH A \$10.00 MINIMUM CHARGE.

4. MAKING DILIGENT SEARCH AND INQUIRY AND RETURNING DOCUMENT WHEN INDIVIDUAL CANNOT BE FOUND, THIRTY DOLLARS (\$30.00) PLUS MILEAGE
NEW FEE: FORTY DOLLARS (\$40.00) PLUS MILEAGE

5. POSTING THREE NOTICES OF SALE, FORTY DOLLARS (\$40.00)
NEW FEE: FIFTY DOLLARS (\$50.00) PLUS MILEAGE

6. SELLING LAND ON FORECLOSURE OF A MORTGAGE, FOR ALL SERVICES REQUIRED, INCLUDING EXECUTING A CERTIFICATE OF SALE; FIFTY DOLLARS (\$50.00)
NEW FEE: SIXTY DOLLARS (\$60.00)

7. SECURING AND SAFELY KEEPING PROPERTY IN REPLEVIN, ATTACHMENT OR ON EXECUTION, TO BE COMPUTED ON THE BASIS OF TIME SPENT AND HOURLY RATE OF PAY OF THE SHERIFF OR DEPUTY EXECUTING THE PROCESS: SEVENTY-FIVE DOLLARS (\$75.00) MINIMUM PLUS MILEAGE, AND TIME AT THE DEPUTY'S HOURLY RATE OF PAY OF MORE THAN ONE HOUR.
NEW FEE: SEVENTY-FIVE DOLLARS (\$75.00) MINIMUM PLUS MILEAGE AND DEPUTY WAGE OF \$50.00 PER HOUR FOR MINIMUM OF TWO HOURS.

8. STANDING BY ON PROPERTY EXCHANGE ON WRIT OF RESTITUTION (EVICTIONS) AND OTHER COURT ORDERS, THIRTY DOLLARS (\$30.00) FEE, PLUS MILEAGE AND DEPUTY TIME.
NEW FEE: FORTY DOLLARS (\$40.00) FEE PLUS MILEAGE PLUS DEPUTY WAGE OF \$50.00 PER HOUR.

9. REISSUE OF AFFIDAVIT AND/OR CERTIFICATE OF SERVICE: TEN DOLLARS (\$10.00).

NO CHANGE

10. CERTIFICATE OF SALE OF REAL ESTATE, TWENTY-FIVE DOLLARS (\$25.00);
NEW FEE: FIFTY DOLLARS (\$50.00)

A COPY WHEN REQUESTED, TWELVE DOLLARS (\$12.00)

11. REDEMPTION OF PROPERTY AND EXECUTING A CERTIFICATE OF REDEMPTION AND ANY RELATED SERVICE (MS 580.25) TWO HUNDRED-FIFTY DOLLARS (\$250.00); DOCUMENT RECEIVED FOLLOWING REDEMPTION, TWENTY DOLLARS (\$20.00) PER MS 580.25.

NO CHANGE

NOTICE OF INTENT TO REDEEM RECEIVED BY THE SHERIFF (MS 580.24), ONE HUNDRED DOLLARS (\$100.00)

NO CHANGE

12. MECHANIC'S LIEN CERTIFICATE OF SALE FORTY DOLLARS (\$40.00).

NEW FEE FIFTY DOLLARS (\$50.00)

13. FOR ALL PROCESS WHEN NO CHARGE IS MADE FOR SERVICE OF A RETURN OF NOT FOUND OR UNSATISFIED, THIRTY DOLLARS (\$30.00)

NEW FEE: FORTY DOLLARS (\$40.00)

14. FOR SERVICES NOT HEREIN ENUMERATED, THIRTY DOLLARS (\$30.00) IF PROVIDED BY THE COUNTY BOARD.

NEW FEE: FORTY DOLLARS (\$40.00)

EXECUTIONS

1. WRIT OF EXECUTION FOR EACH BANK LEVY, WAGE LEVY, OR PERSONAL DEMAND, A FIFTY DOLLAR (\$50.00) DEPOSIT, TO BE PAID IN ADVANCE.

NEW FEE: SEVENTY FIVE DOLLARS (\$75.00) DEPOSIT

2. PREPARING A LEVY, TWENTY FIVE DOLLARS (\$25.00).

NEW FEE: THIRTY DOLLARS (\$30.00).

COPY FEE FOR EXECUTIONS OLD FEE \$1.00.

NEW FEE: TWO DOLLARS (\$2.00)

3. COLLECTION ON EXECUTION AFTER LEVY TEN PERCENT (10%) OF THE FIRST TWO-HUNDRED-FIFTY DOLLARS (\$250.00), SIX PERCENT (6%) ON THE REMAINING AMOUNT OF EACH LEVY

NO CHANGE

4. RETURNING AN EXECUTION UNSATISFIED WHEN NO SERVICE IS MADE, FORTY DOLLARS (\$40.00) PLUS MILEAGE
NEW FEE: FIFTY DOLLARS (\$50.00) PLUS MILEAGE
5. THE FEES ALLOWED FOR THE SERVICE OF AN EXECUTION, FOR ADVERTISING THEREON, AND FOR FILING CERTIFICATE WITH THE COUNTY RECORDER SHALL BE COLLECTED BY VIRTUE THEREOF AND IN THE SAME MANNER AS THE SUM THEREIN DIRECTED TO BE LEVIED.
NO CHANGE

SPECIAL EVENTS

1. **NEW FEE:** DEPUTY HIRE FOR SPECIAL EVENTS; \$100 PER HOUR (MINIMUM OF TWO HOURS) INCLUDES DEPUTY AND SQUAD CAR; ADVANCE DEPOSIT OF TWO HUNDRED DOLLARS (\$200.00) REQUIRED.
2. **NEW FEE:** COPY OF CD OR DVD \$15.00.
3. **NEW FEE:** COPY OF REPORT \$.25 PER PAGE OR \$5.00 MINIMUM.
4. **NEW FEE:** STORAGE FEES AT SHERIFF'S OFFICE; \$5.00 PER DAY UP TO \$500.00; AFTER \$500.00 IS REACHED PERSON WILL BE NOTIFIED; IF NO RESPONSE \$5.00 PER DAY CONTINUES AND PERSON WILL BE NOTIFIED BY LETTER IN ANOTHER 30 DAYS.
5. ESCORTS ON ROADWAYS: 2 OFFICERS AND SQUADS ONE HUNDRED TWENTY DOLLARS (\$120.00) PER HOUR; MINIMUM OF 2 HOURS; ADVANCE DEPOSIT OF \$240.00 REQUIRED

HANDGUN PERMITS

NEW PERMITS \$100.00
RENEWALS \$75.00; 90 DAYS BEFORE EXPIRATION;
 1 TO 30 DAYS AFTER EXPIRATION \$85.00;
 31 DAYS AFTER EXPIRATION \$100.00;
ADDRESS CHANGE, NAME CHANGE OR TO REPLACE LOST OR STOLEN PERMIT \$10.00

JAIL FEES

1. BOOKING FEE; OLD FEE \$10.00
NEW FEE \$25.00.
2. BACKGROUND CHECKS; OLD FEE \$5.00
NEW FEE \$10.00.

3. FINGERPRINTING NOT COURT ORDERED OLD FEE \$10.00
NEW FEE \$25.00
4. HUBER WORK RELEASE IN COUNTY NOW \$15.00
NEW FEE: TWENTY DOLLARS (\$20.00) PER DAY OUT OF COUNTY NEW FEE \$25.00
5. ELECTRONIC MONITORING TWENTY DOLLARS (\$20.00 PER DAY)
NO CHANGE.
6. ELECTRONIC MONITORING WITH/ALCOHOL SENSOR FIFTEEN DOLLARS (\$15.00) PER DAY.
NO CHANGE
7. PAY TO STAY: FIFTEEN DOLLARS (\$15.00) PER DAY
NEW FEE: TWENTY (\$20.00) DOLLARS PER DAY.
8. HOUSING INMATES FOR OTHER AGENCIES FIFTY DOLLARS (\$50.00) PER DAY PER INMATE.
9. DAILY PBT NEW FEE \$5.00 PER TEST.
10. DRUG TESTING FEE-RETEST FOR WORK RELEASE ELIGIBILITY \$10.00
MINIMUM CHARGE FOR 1ST TEST, \$5.00 FOR EACH ADDITIONAL TEST.

ITEM # Consent 3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Parker, Jeff	*Department Veterans Services	*Board Meeting Date Dec 2 2009
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***Subject Title (As it will appear on the agenda):**
Approve Veterans Service Enhancement Grant

***Background (Provide sufficient detail of the subject):**
Veterans Service Officer Parker applied for an enhancement grant with the MN Department of Veteran Affairs for funding for the Roseau County Senior Medical Travel Program. VSO Officer Parker was notified last week that Roseau County has received a two year grant for \$14,000 effective January 18, 2010 through January 17, 2012.

***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

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

COUNTY VETERANS SERVICE OFFICE ENHANCEMENT GRANT PROGRAM

GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **ROSEAU COUNTY**, 606 5th Ave. SW, Roseau, MN 56751 ("Grantee").

Recitals

1. Under Minn. Stat. §197.608, the State is empowered to enter into this grant.
2. The State is in need of enhancing the effectiveness of the County Veterans Service Offices.
3. This grant must be used to enhance the operations of the County Veterans Service Office under Minn. Stat. §197.608 Subd. 4 (a), and should not be used to supplant or replace other funding.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date: January 18, 2010.**

1.2 **Expiration date: January 17, 2012**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, shall:

Conduct the **County Veterans Service Office Enhancement Grant Project** by performing the duties specified in Attachment A, Grant Application and Budget, which is attached and incorporated into this grant contract.

The Grantee shall submit Semi-Annual Progress and Financial Reports to MDVA, which are due on July 17th and January 17th of each year of the grant contract. Said Reports shall specify Grant Tasks accomplished and itemize grant fund expenditures.

Upon the conclusion of this Project, the Grantee shall submit a Final Progress and Financial Report to MDVA, which shows all Tasks accomplished and accounts for all grant funds expended.

In the event that any provision of the Grant Application and Budget, approved by the State and incorporated into this grant contract by reference is not consistent with any portion of this grant contract, then the terms of this grant contract supersede the inconsistent provision.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:
(1) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in the Budget Section

of Attachment A, Grant Application and Budget, which is attached and incorporated into this grant contract.

(2) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be made; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than specified in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget, which can be accessed on the internet at: <http://www.mmd.admin.state.mn.us/commissionersplan.htm>. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval, or if such out of state travel is a specific part of the approved Grant Application and Budget, included as part of this grant contract. Minnesota will be considered the home state for determining whether travel is out of state.

(3) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$14,000 (Fourteen Thousand Dollars)**.

4.2. **Payment**

Invoices.

- (1) The State will promptly pay the Grantee a lump sum of \$14,000 upon the execution of this Grant Contract
- (2) **Eligible Project Costs.** In order to be eligible for Project Grant Funds, costs must be reasonable, necessary and allocable to the Project, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minn. Stat. §197.608 and this grant contract.
- (3) Pursuant to Minn. Stat §197.608 Subd 7, if the work in the Grant Application and Budget is not completed, or is completed without expending the budgeted total of MDVA Grant funds, the Grantee shall apply MDVA Grant funds towards the total cost properly expended on the Tasks specified in the Grant Application and Budget, and shall remit those MDVA Grant funds not so expended to the MDVA.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is **Reggie Worlds**, Minnesota Department of Veterans Affairs, 1st Floor Veterans Service Building, 20 West 12th Street, Saint Paul, Minnesota 55155 (651) 757 1599 or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Jeffrey Parker**, County Veteran Service Office, Roseau County, 606 5th Ave. SW, Roseau MN 56751 218 463-4248. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant contract Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the

provision or its right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 **State Audits**

The Grantee shall use all MDVA funds disbursed to it under this grant contract exclusively for the purposes described in this grant contract. The Grantee shall keep complete and accurate records that fully disclose the amount and disposition of such funds. Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

10 **Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

10.2. **Intellectual Property Rights.**

A **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) **Obligations**

a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant contract, the Grantee will

immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

- b. *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 *Publicity.* Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 *Endorsement.* The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**

The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

State may cancel this grant contract immediately if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled, the State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

If the Grantee does not commence the Project within one year of the January 18, 2010 start date of this grant contract, as evidenced by the incurrence of documented expenses for eligible Grant Application and Budget costs; then this grant contract shall be reviewed by MDVA, and, may be canceled and the funds returned to MDVA to

be reallocated to training and education under Minn. Stat §197.608 Subd. 5.

The State may immediately cancel this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Cancellation must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of cancellation. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract is canceled because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Use of Subcontractors.

If the Grantee decides to fulfill any of its obligations and duties under this grant contract through a subcontractor to be paid for by funds received under this grant, the Grantee shall not execute a contract with the subcontractor or otherwise enter into a binding agreement until it has first received written approval from the State's Authorized Representative, unless such subcontract is a specific part of an approved Grant Application and Budget included in this grant contract. The State's Authorized Representative shall respond to requests from the Grantee for authorization to subcontract within ten (10) working days of receiving the request. The Grantee shall comply with all applicable provisions of Minn. Stat §471.345, the Uniform Municipal Contracting Law. All subcontracts shall reference this grant contract and require the subcontractor to comply with all of the terms and conditions of this grant contract. The Grantee shall be responsible for the satisfactory and timely completion of all work required under any subcontract and the Grantee shall be responsible for payment of such subcontracts. The Grantee shall pay all Subcontractors, less any retainage, within 10 calendar days of receipt of payment to the Grantee by the State for undisputed services provided by the Subcontractor and must pay interest at the rate of one and one half percent per month or any part of a month to the Subcontractor on any undisputed amount not paid on time to the Subcontractor.

17 Recitals

The Recitals are incorporated herein and made a part of this grant contract.

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1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. ' ' 16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Grant contract No. _____

2. GRANTEE: ROSEAU COUNTY

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative - Photo Copy

ITEM # Auditor #3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Granitz, Anne	*Department Auditor	*Board Meeting Date Dec 15 2009
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***Subject Title (As it will appear on the agenda):**
Approve Final 2010 Budget and Levy

***Background (Provide sufficient detail of the subject):**
Attached is the preliminary budget and levy resolution 2009-09-06, from the September 15, 2009 Board Meeting.

***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

From September 15, 2009 Board Meeting Proceedings

2009-09-06

BE IT RESOLVED, that the payable 2010 Proposed Property Tax Levy for Roseau County is hereby approved, as follows:

<u>Fund</u>	<u>Levy</u>
Revenue	\$3,195,910
Road & Bridge	1,100,000
Welfare	1,600,000
<u>Debt Service</u>	<u>472,200</u>
Total	\$6,368,110

BE IT FURTHER RESOLVED that the proposed budgets for the year 2010—incorporating the proposed levy as shown above—are hereby approved, as follows:

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Net Budget</u>
Revenue	\$ 6,319,893	\$ 6,755,641	\$(435,748)
Road & Bridge	7,084,626	7,296,095	(211,469)
Welfare	3,112,478	3,321,909	(209,431)
<u>Debt Service</u>	<u>485,803</u>	<u>448,918</u>	<u>36,885</u>
Tax Supported Funds – Total	\$17,002,800	\$17,822,563	\$(819,763)
<u>Environmental</u>	<u>\$ 1,276,942</u>	<u>\$ 1,258,853</u>	<u>\$ 18,089</u>
Total – All Funds	\$18,279,752	\$19,081,416	\$(801,674)

BE IT FURTHER RESOLVED that the Roseau County Board of Commissioners will hold a meeting at the courthouse on Wednesday, December 2, 2009, at 6:00 p.m. to discuss the proposed levy and budget and allow the public to comment and ask questions.

ITEM # Discussion 1

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Dec 15 2009
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***Subject Title (As it will appear on the agenda):**
2010 Elected Official Salaries

***Background (Provide sufficient detail of the subject):**
The Board needs to approve 2010 Elected official salaries which include the County Attorney, Auditor, Recorder, Sheriff and Treasurer. Note statute prohibits reduction of an elected official's salary during term of office with the exception of County Commissioners who may reduce salary at any time by board resolution.

***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

2006 - 2009 Elected Officials Salaries

	<u>2006 Salary</u>	<i>(3% increase 2007)</i> <u>2007 Salary</u>	<i>(2% increase 2008)</i> <u>2008 Salary</u>	<i>(3.5% increase)</i> <u>2009 Salary</u>	<i>(3.5% increase example)</i> <u>2010 Salary</u>	
Auditor	\$62,500.00	\$64,375.00	\$65,662.50	\$67,961.21	\$70,340.00	\$2,379.00
Treasurer	\$56,500.00	\$58,195.00	\$59,359.00	\$61,436.57	\$63,587.00	\$2,150.00
Sheriff	\$60,700.00	\$62,521.00	\$63,771.42	\$66,003.00	\$68,313.00	\$2,310.00
Attorney	\$85,000.00	\$79,728.00	\$81,221.00	\$84,064.00	\$87,006.00	\$2,942.00
Recorder	\$55,300.00	\$52,072.00	\$53,113.00	\$54,972.00	\$56,896.00	\$1,924.00
Commissioners	<u>16,200</u>	<u>18,200</u>	<u>18,564</u>	<u>19,214</u>	<u>\$19,214</u>	

approved 10/15/09 re 2009-09-09

**Treasurer receives an additional \$250 per month for vital statistics - \$3,000 annually

2007 new County Attorney elected

2007 new Recorder elected

ITEM # Discussion 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Dec 15 2009
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***Subject Title (As it will appear on the agenda):**
2010 Commissioner Per Diems

***Background (Provide sufficient detail of the subject):**
By statute the Board sets salary and per diems each year per Minnesota Statue 375.055 (attached). The Board previously set 2010 salaries on September 15, 2009 per resolution 2009-09-09, freezing 2010 wages at the 2009 rate.

***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

From September 15, 2009 Board Meeting Proceedings.

Commissioner Walker requested the Board consider reducing Commissioner Salaries and per diems for 2010. After discussion a motion was made by Commissioner Swanson, seconded by Commissioner Rasmussen and carried unanimously to adopt the following resolution:

2009-09-09

BE IT RESOLVED, that the Roseau County Board of Commissioners will freeze the year 2010 Commissioner salaries.

ITEM # Discussion 3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Dec 15 2009
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***Subject Title (As it will appear on the agenda):**
2010 Board Meeting Dates

***Background (Provide sufficient detail of the subject):**
This item was held over from the December 2, 2009 Board Meeting pending approval of 2010 Commissioner Per Diems.

***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 # Discussion 4

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Dec 15 2009
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***Subject Title (As it will appear on the agenda):**
2010 Budget

***Background (Provide sufficient detail of the subject):**
This item will be a standing item on all agendas as the Board will continue to discuss efficiencies and budget revisions throughout the year.

***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 # Discussion 5

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Dec 15 2009
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***Subject Title (As it will appear on the agenda):**
Acknowledge Correspondence

***Background (Provide sufficient detail of the subject):**
See attached correspondence from Mary Wichersham. This specific concern regarding program cuts is a matter for the Social Services Board to acknowledge and discuss.

***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



FOCUS CORP MN, INC.
P.O. Box 387 ~ Roseau, Minnesota 56751 ~ 218-463-0411

TO: Mr. David Anderson, Director of Social Services
Trish Klein, County Coordinator
Commissioners - Alan Johnston, Jack Swanson, Orris Rasmussen, Russel Walker,
Mark Foldesi

From: Mary K. Wickersham, Focus Program Director

Date: December 3, 2009

Subject: Roseau County Wage Negotiations

I am writing this letter with regard to the negotiation of county employees wage contract for 2010. Focus currently provides services to twenty-three disabled adults of Roseau County. I find the fact that county employees are unwilling to "tighten their belts" very disturbing.

On July 1, 2009, Department of Human Services was forced to cut funding to our Day Training & Habilitation Program through Governor Pawlenty's attempt to balance the budget. Our program was cut funding in the sum of \$2.25/day/consumer. This results in a \$12,161 annual budget decrease for Focus. Not only did Focus suffer this loss, but also the loss of two consumers due to death early in 2009. This resulted in another \$35,000 loss to the program. The beginning of November we were "blessed" with the addition of two new consumers. However, we are currently in jeopardy of losing one of those consumers due to the fact that county funding is not adequate to provide for his current level of care in his current residential site. Due to the lack of appropriate housing in Roseau County, his guardians will be forced to move him to another county. I also recently called the County to ask for additional transportation funding of \$1.50/day for a consumer who has a supported employment site in the community performing janitorial services for a Roseau business. This requires that staff transport her to the job site previous to normal Focus business hours. This is an excellent job for the consumer allowing her to be a productive community citizen, earning wages and benefits from the business. The amount I asked for was an additional \$353 for the year. I was told at that time from the county case manager that the county was economically depressed and I would not be able to receive additional funding. We continue to serve the consumer at the job site - absorbing the additional transportation costs. Not only has Focus suffered these losses, but consumers have also lost job sites due to the economy. Contracted work performed for Polaris at Focus was lost due to the fact that Polaris took the job in house to help retain their employees. Polaris has also frozen their employee wages for at least one year. Various community job site hours were also decreased for Focus consumers by community businesses due to the inability of the business to retain full time hours for their regularly scheduled employees and the need to cut expenses.

Dave Anderson, et al

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Focus employees have an average employment longevity of seven years. Currently, Focus staff average \$9.67/hour in wages. They receive only Holiday and Paid time off benefits. No health insurance is provided for them. Due to the decrease in consumers and hours available at community job sites, staff have been forced to take a reduction in number of hours worked per week in 2009. Most staff currently average 30-32 hours per week of actual time worked.

My husband works at Marvin Windows. From April through October his hours were reduced to 32 hours/week. Salaried employees were forced to take a 3% cut in pay. Wage increases have been frozen. Last evening he came home and told me that effective December 14, 2009, the Marvin Window plant will be going back to 32 hours per week. Marvin Windows has not been contributing to employee's 401 K plans since April of 2009. Although health insurance premiums will not increase for 2010 for Marvin employees, the health insurance co-pays and deductibles will be **increasing** by \$300/per dependent for health and \$30/non formulary drug co-pays. There are also other increases/decreases of health coverage in their plan for other incidentals.

Therefore, I find it **very disappointing** that county employees feel that they should receive an increase in pay during this economically depressed time when most employees of Roseau County, including our major employers of Marvins and Polaris, have been forced to make cuts in a variety of ways to remain solvent. Even our schools have been forced to take budget cuts.

I believe if you refer to the Grand Forks Herald dated today you will also note that the predicted deficit for Minnesota for the 2010-11 biennium is 1.2 billion dollars. The problem is not going to be a quick fix. I believe we should "all" be willing to take a "fair adjustment" – which includes the county employees taking a wage freeze – a small price to pay when compared to other employees throughout the county. County employees' wages come from the tax payers – most of whom are already in some way or another been dealt some type of "crunch" from the current economy. To expect taxpayers to pay for increased salaries for county employees somehow seems "incomprehensible."

Thank you for allowing me to voice my opinion on this matter.

Sincerely,



Mary K. Wickersham,
FCM Program Director

INFORMATION ONLY

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ATTN: LIBRARIANS AND POSTMASTERS

PLEASE POST

THIS IS AN OFFICIAL REQUEST FROM THE MINNESOTA POLLUTION CONTROL AGENCY THAT YOU POST THIS NOTICE IN YOUR BUILDING IN A LOCATION CONSPICUOUS TO MEMBERS OF THE PUBLIC.

PUBLIC NOTICE REGARDING SOLID WASTE FACILITY PERMIT

Public Notice Number: 09-SW-2139

Public Notice Issued On: December 3, 2009

Last Day to Submit Comments: January 4, 2010

Name and Address of Applicant:

Marshall County
208 E. Colvin Avenue, Ste. 4
Warren, MN 56762

Name and Location of Facility:

Marshall County Demolition Landfill
Section 2, T166N, R48W, Warrenton Township
5 miles north of Warren, MN on U.S. Hwy. 75
Marshall County, MN

Brief Description of Facility: The facility is an existing demolition debris land disposal facility. If approved, the permit will allow the proposed operation for a term of 5 years.

MPCA staff contact:

Kathleen Holland-Hanson, P.E.
Principal Engineer
Minnesota Pollution Control Agency
714 Lake Avenue
Detroit Lakes, MN 56501
Phone: 218-846-8116
Fax: 218-846-0719

E-mail: kathy.holland-hanson@pca.state.mn.us

NOTICE

The Minnesota Pollution Control Agency (MPCA) has received an application for a permit to continue the operation of the solid waste facility identified above. On August 21, 1992, the Minnesota Pollution Control Agency (MPCA) issued permit SW-422 to Marshall County for the construction and operation of a demolition debris land disposal facility. The original design capacity of the facility was 48,000 cubic yards. On May 7, 1998, the MPCA modified and reissued permit SW-422 for an increased design capacity of 81,100 cubic yards. On June 6, 2003, the MPCA reissued permit SW-422. On March 7, 2005, the MPCA modified and reissued permit SW-422 to acknowledge a vertical expansion of the landfill. Eight additional cells will be constructed on top of the existing landfill footprint for a new design capacity of 145,300 cubic yards. The 2005 permit authorized development of the first three cells of Phase V for a total permitted capacity of 104,350 cubic yards.

The demolition debris landfill occupies about 6.5 acres in the southwest corner of the site. The base of the landfill was developed in four phases each consisting of five cells. All four initial phases have been

completed and temporary final cover has been placed on Phases I, II and III. The vertical expansion (Phase V) is being developed with eight cells on top of the existing Phases I - IV with the active cell operation starting over Phase IV. If approved, this permit will authorize the development of the site through Phase V, Cell 4 for a total permitted capacity of 113,350 cubic yards. The demolition debris disposal area accepts materials identified on the MPCA's Approved C & D List as published in the MPCA's Demolition Landfill Guidance, August 2005. As such, the facility is classified as a Class I Demolition Landfill. In addition, the facility temporarily stores appliances prior to recycling.

After review of application materials, the Commissioner of the MPCA has made a preliminary determination to approve the application and issue the permit. The MPCA has developed a draft permit. The MPCA will mail a copy of the draft permit to an interested person upon request to the MPCA staff contact. The file with regard to this permit, including all comments received, will be available for inspection between the hours of 8:00 a.m. and 3:00 p.m. at the MPCA's office located at 714 Lake Avenue, Detroit Lakes, Minnesota. The MPCA will make copies from this file upon request. There is a charge for copy orders greater than twenty pages. To arrange a time to review the file contact the MPCA staff contact. To request information regarding charges for copies, contact Dianne Mitzuk at (615)297-8499.

The procedures that the MPCA will follow with regard to this permit application are set forth in its operating and procedural rules, Minn. Rules chs. 7000 and 7001. Copies of these rules are available on <http://www.pca.state.mn.us/rulesregs/generalrules.html>, at most local libraries, and by request directed to the MPCA. The MPCA strongly recommends that interested persons review these rules.

COMMENTS SOLICITED

By this Notice, interested persons are invited to submit comments to the MPCA on the pending application. If this application concerns modification of an existing permit, comments will only be considered regarding the portion of the permit that is proposed to be modified. To ensure consideration, comments must be received by the last day to submit comments identified above, and should include the following:

- A. A statement of the person's interest in the permit application or the draft permit.
- B. A statement of the action the person wishes the agency to take, including specific references to sections of the draft permit that the person believes should be changed;
- C. The reasons supporting the person's position, stated with sufficient specificity as to allow the commissioner to investigate the merits of the person's positions.

Any submissions should display the public notice number, 09-SW-2139, next to the address on the envelope and on each page of any submitted comments, and include a return mailing address and telephone number. The MPCA will consider all comments received during the comment period and may modify the proposed permit based on those comments.

REQUESTS FOR PUBLIC INFORMATIONAL MEETING, CONTESTED CASE HEARING, AND/OR MPCA BOARD CONSIDERATION

Public informational meeting. A public informational meeting is an informal meeting during which interested persons can ask questions concerning the proposed facility. MPCA staff will be present to provide information. If an interested person would like the MPCA to hold a public informational meeting, the person should include all information identified above under the section of this Notice titled "Comments Solicited" and should in addition include:

- A. A statement of the reasons the person desire the agency to hold a public informational meeting.
- B. The issues that the person would like the agency to address at the public informational meeting.

The Commissioner of the MPCA will hold a public informational meeting if the Commissioner (or the MPCA Board) determines that a public informational meeting would help clarify and resolve issues regarding the Commissioner's preliminary determination to issue the permit or the terms of the draft permit. If a public informational meeting will be held, notice will be published as required under Minn. R. 7001.0120. Comments received from the public during the meeting will be considered by the MPCA.

Contested case hearing. A contested case hearing is a formal proceeding before an administrative law judge empowered to advise the MPCA regarding issues of fact. Interested persons may petition the MPCA to hold a contested case hearing on this proposed permit. To be timely, a request for a contested case hearing on a permit **must be received during the public comment period established by this Notice.** The rules of the MPCA establish what must be included in a petition for a contested case hearing, and the standard that the MPCA will apply in determining whether that petition should be granted. *See* Minn. R. 7000.1800-1900. The MPCA strongly recommends that persons petitioning for a contested case hearing review the rules before submitting a petition. If a petition for a contested case hearing is received, the MPCA Board will consider the issuance of the permit and whether the petition for the contested case should be granted.

MPCA board consideration. Interested persons may petition the MPCA Board to consider this permit by asking the Commissioner to place the matter on the MPCA Board meeting agenda, or by asking an MPCA Board member to request that the Commissioner place the matter on an MPCA Board meeting agenda. To be timely, a petition must be served by mail at least 24 days before the meeting during which a petition would like the matter to be considered, or by personal service or facsimile at least 21 days before the meeting. *See* Minn. R. 7000.0650. The MPCA Board will consider the matter if requested by an MPCA Board member. Names and addresses of MPCA Board members are available at <http://www.pca.state.mn.us/about/board/bdlist.html>. The Commissioner may deny a request to place a matter on the MPCA Board meeting agenda, but must inform the MPCA Board members of that decision.

PERMIT ISSUANCE

If there are no requests for a public informational meeting, contested case hearing, or MPCA board consideration, the MPCA Commissioner will make the final decision on the proposed permit. Persons who have submitted comments during the comment period will be notified of the Commissioner's decision.

INFORMATION ONLY

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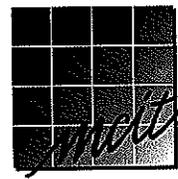
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Dennis C. Hegberg, Board Chair

Robyn M. Sykes, Executive Director

PRESENTED: *December 7, 2009*

Stearns County Parks
1802 Co. Rd. 137, Waite Park, MN 56387
telephone: 320/255-6172; fax: 320/255-6177;
email: chuck.wocken@co.stearns.mn.us

INFORMATION ONLY

RE: GREATER MN REGIONAL PARKS & TRAILS

Dear Colleagues,

On September 9, 2009, a meeting was held in Little Falls to discuss how to go forward with presenting the needs of Greater Minnesota for regional parks and trails to the Legislature. An interim steering committee has met twice since, and decided to go the next step by creating an organization of interested parties. The organization's initial goals would be to:

1. Support the current framework planning process of the Park & Trail Legacy Fund to identify regional park & trail needs throughout the state and
2. Represent the financial needs for regional parks & trails in Greater Minnesota to the Legislature.

There are many actions we will be taking: establishing relationships with key legislators, providing data to the University of Minnesota to help with the framework study for the Park & Trail Legacy Fund which will help decide funding strategies for the next 25 years, being a strong block of support for funding legislation, also by creating a communication infrastructure among member organizations on park & trail issues (outdoor recreation) and for legislative updates and action alerts. That's just a start.

To this end, all Greater Minnesota cities and counties are being asked if they want to join in the effort to create this organization: GREATER MINNESOTA REGIONAL PARKS & TRAILS ASSOCIATION. Let your council, board or commission know you are interested in participating.

The first year emphasis is on organizing. We want costs low and involvement high. There will be no first year organizational dues. Your costs will be coming to limited meetings and occasional representation at the Capitol.

Please reply by January 6, 2010 to Chuck Wocken by email: chuck.wocken@co.stearns.mn.us to let us know you wish to be involved. Provide all your contact information in that email. **We will call an organizational meeting the week of January 26, 2010.** We would like to be up and running by February 4th which is the beginning of the Legislative Session.

We look forward to hearing from you. In the meantime, if you have not submitted your current park and trail inventory information to Mary Vogel or her staff, please do so immediately for the inclusion in the Park & Trail Legacy Fund framework study, her email address is vogel001@umn.edu.

Greater Minnesota has four representatives on the 9-member statewide Park & Trail Legacy Fund steering committee: Rick Anderson (Lyon County), Kathy Bergen (Duluth), Bob Manzoline (Northern MN) and Chuck Wocken (Stearns County). Other members are the State Park & Trail Director, the director of Metropolitan Parks & Open Space Commission, Three Rivers Park District Director, Scott County Park Director and Explore Minnesota. We are starting to organize content for about a dozen regional public input sessions throughout the state. A website is being created so you can go and find out the latest on this portion of the sales tax usage. Bonding proposals have been submitted by State agencies.

Much is happening. Our network for Greater Minnesota is needed. Please remember to talk to your council or board about participation and **get back to us by January 6th** in order for us to join together as the Greater Minnesota Regional Parks & Trails Association.

Thanks - The Steering Committee:

Chuck Wocken (Stearns County), John Winter (Beltrami County), Barry Wendorf (Isanti County), Marcia Larson (City of Bemidji), Kevin Grondahl (City of Staples), Marc Mattice (Wright County), Laird Mork (Chisago County)