



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

AGENDA

Tuesday, April 28, 2009, 8:30 a.m.

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on April 28, 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

8:40 Consent Agenda

1. Approve Proceedings
2. Appoint Representative to Social Services Board
3. Approve the January 1, 2009 to June 30, 2010 Boat and Water Safety Grant Allocation
4. Approve Amendment to Stonegarden Grant
5. Approve Application for Exempt Permit for the LOW Chapter of the Ruffed Grouse Society
6. Approve North Star ATV Club Minnesota Trail Assistance Program Grant for FY2009
7. Proclaim April as Sexual Assault Awareness Month
8. Proclaim May 3-9 2009 as National County Government Week
9. Approve BISF Section 1 and Pelan Trail Certification of Satisfactory Grooming for 3rd Benchmark
10. Approve Employee Identification Proximity Cards
11. Approve Amendment to JPA w/MN Board of Animal Health for Bovine TB Services
12. Approve Bills

9:15 Comments and Announcements

9:30 Committee Reports

10:00 Highway Department

1. Approve Purchase of New Batwing Mower
2. Approve Contract for S.A.P. 68-599-88, Box Culvert Installation

10:30 Break

10:45 Concerned Citizens for County Road 19

11:15 Discussion

1. Cell Phone Policy
2. 2010 Budget Planning
3. TV Translator
4. Sheriff's Office Exempt Staff Eligibility to Work Stonegarden Shifts
5. National County Government Week

12:15 Future Agenda Items

12:30 Adjourn

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

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

Roseau County Home Page Address: <http://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 Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Approve Proceedings

***Background (Provide sufficient detail of the subject):**
Attached is a draft of the April 14, 2009 Board Proceedings. 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: |
|-----------------------|------------------|

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

April 14, 2009

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, April 14, 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

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

CONSENT AGENDA

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

The Board, by adoption of its consent agenda, approved a revised Credit Card Policy.

The Board, by adoption of its consent agenda, approved the Roseau County Prevention Coalitions 3rd Quarter Fiscal Statistical Report.

The Board, by adoption of its consent agenda, approved bills and forthwith payments as follows:

WARRANTS APPROVED FOR PAYMENT 4/02/2009

| AMOUNT | VENDOR NAME | AMOUNT | VENDOR NAME |
|-----------------------------------|------------------------------|-------------------------|------------------------|
| 2046.88 | AMERITAS LIFE INSURANCE CORP | | |
| 0 PAYMENTS LESS THAN \$300 | | .00 | |
| **** | | FINAL TOTAL..... | \$2,046.88 **** |

WARRANTS APPROVED FOR PAYMENT 4/02/2009

| AMOUNT | VENDOR NAME | AMOUNT | VENDOR NAME |
|-----------------------------------|--------------------------------|-------------------------|--------------------------|
| 1351.58 | ASSURANT EMPLOYEE BENEFITS | 973.24 | BRIAN HARDWICK P.A. |
| 1737.31 | MN MUTUAL LIFE INSURANCE | 624.00 | MN NCPERS GROUP LIFE INS |
| 53760.00 | NW MN SERV COOP-BLUE CROSS BLU | 30276.00 | ROSEAU CO TRAILBLAZERS |
| 5 PAYMENTS LESS THAN \$300 | | 462.63 | |
| **** | | FINAL TOTAL..... | \$89,184.76 **** |

WARRANTS APPROVED FOR PAYMENT 4/09/2009

| AMOUNT | VENDOR NAME | AMOUNT | VENDOR NAME |
|---------------|--------------------------------|---------------|--------------------------------|
| 353.10 | CANON FINANCIAL SERVICES INC | 2109.22 | CAPITAL GUARDIAN TRUST CO |
| 3839.41 | CENTURYTEL | 700.20 | LAW ENFORCEMENT LABOR SERVICES |
| 7352.75 | MII LIFE-VEBA | 811.22 | MN CHILD SUPPORT PAYMENT CENTE |
| 4706.50 | MN DEPT OF FINANCE-TREAS | 300.00 | MN DEPT OF HEALTH (ENVIRONMENT |
| 3213.73 | NATIONWIDE RETIREMENT SOLUTION | 12210.78 | ROSEAU CITY |
| 359.53 | WARROAD CITY | | |

Commissioner Foldesi reported on the following committee meetings: Joint Lake of the Woods, Roseau County Committee of the Whole meeting, 3/16/09: Shared ideas on cost cutting and shared services.

Commissioner Johnston reported on the following committee meetings: Communications Meeting, 4/7/09: Discussed cell phone policy.

Commissioner Rasmussen reported on the following committee meetings: Roseau River Watershed Meeting, 4/13/09: Discussed Beltrami Island State Forest water retention.

Commissioner Swanson reported on the following committee meetings: Roseau River Watershed Board, 4/1/09: Discussed the Hay Creek/Norland Project and resolution seeking simplification and streamlining of agency permitting process for projects; Criminal Justice Coordinating Committee, 4/1/09: Discussed how to best implement Mental Health programs; Northern Counties Land Use Board, 4-2-09: Discussed proposal for elected Watershed Board members and discussed PILT payment reduction; Roseau Economic Development Authority, 4/3/09: Met with a potential manufacturing business developer; Subsurface Sewage Treatment System meeting, 4/6/09: Discussed soil verification contract; Communications Committee meeting, 4/7/09: Discussed cell phone policy; Regional Radio Board, 4/8/09: Approved web-x grant funding for county to county meetings via internet. KaMar Board, 4/13/09: Discussed retrofitting bins and possible contract with Lake of the Woods County; Law Library Committee meeting, 4/13/09: Discussed funding.

Commissioner Walker reported on the following committee meetings: Roseau County Fair Board meeting, 4/2/09: Discussed animal testing for upcoming fair. Law Enforcement meeting, 4/9/09: Discussed grant for funding law enforcement to patrol cattle transport operations; Roseau River Watershed Meeting, 4/13/09: Discussed Beltrami Island State Forest water retention.

ENVIRONMENTAL OFFICER – JEFF PELOWSKI

Environmental Officer Jeff Pelowski met with the Board to notify them of an Advertisement for Bids on one (1) Heavy Duty Truck and one (1) Hooklift System required for the Transfer Station. Bids will be received until Friday May 22, 2009 until 4:30 p.m. and opened on Tuesday May 26, 2009 at 11:00 a.m.

Mr. Pelowski notified the Board that the permitting process for the Transfer Station/Demolition Landfill is in process. The Minnesota Pollution Control Agency requires permits to be renewed at the Transfer Station/Demolition Landfill every five years. In order to fulfill the MPCA permitting requirements, new engineering documents must be submitted with the application. Mr. Pelowski requested the Board approve a contract with Short Elliott Hendrickson (SEH) to complete the survey portion of the application. Pelowski informed the Board that he intends to negotiate with SEH to allow the Highway Department to complete the survey portion of the contract. A motion was made by Commissioner Johnston, seconded by Commissioner Rasmussen and carried unanimously to adopt the following resolution:

2009-04-03

BE IT RESOLVED, that Roseau County will enter into an agreement with Short Elliott Hendrickson, Inc. to provide engineering services required to complete the MPCA application requirements for the Transfer Station/Demolition Landfill permit renewal in the amount not to exceed \$10,780.00.

Mr. Pelowski requested the Board approve a Subsurface Sewage Treatment System Soil Verification contract with Keith Block beginning January 1, 2009 through December 31, 2009 pending receipt of certificate of insurance. A motion was made by Commissioner Swanson, seconded by Commissioner Walker and carried unanimously to approve the SSTS soil verification contract.

Mr. Pelowski presented the Board with the annual SCORE report noting that Roseau County is at a 50.7% recycling rate. This is a very high percentage and credited in large part to the effort of local industry both large and small. Roseau County brought 9,459 tons of mixed municipal waste (MSW) to Mar-Kit Landfill, 682 tons of were disposed of onsite and 9,239 tons were recycled.

HIGHWAY DEPARTMENT

Engineer Brian Ketring met with the Board to request approval for a Seal Coat and Fog Seal project on CSAH #5. A motion was made by Commissioner Johnston, seconded by Commissioner Walker and carried unanimously to approve the following resolution:

2009-04-04

BE IT RESOLVED, that the Board does hereby approve a contract with low bidder Morris Seal Coat and Trucking on Project No. SAP 068-605-007, on CSAH #5 for a seal coat and fog seal project in the amount of \$206,373.72.

Mr. Ketring informed the Board that the Highway Department is continuing to monitor County roads for high water event related damages.

Commissioner Foldesi passed on a request from the Badger City Council to restripe a portion of CSAH XXX. Engineer Ketring noted that all roads in Roseau County are on a paint rotation schedule but that due to the removal of lead from paint, the striping is not lasting as long as it has in the past. Ketring noted that he will follow up on the request.

Chair Swanson recessed the Board meeting at 10:45 am. The meeting reconvened at 10:55 am.

DISCUSSION

The Board reviewed the AMC Legislative Update and discussed two major areas of concern including the Human Services Authority Act and the Governor's push to require counties to spend down cash reserves in order to be eligible for county program aid. The Board requested that department heads be invited to the Committee of the Whole meeting on May 5, 2009 to discuss possible responses. The Board requested that government standard accounting advisor Colleen Hoffman, of Hoffman Dale, and Swenson be invited to attend the meeting.

The Board discussed preliminary 2010 budget planning and reviewed the human resource budget. The 2010 wage and benefit increase is based on the 3.5% increase negotiated as part of a two year contract with LELS and a three year contract with the Highway Employee Association as well as scheduled annual step increases but does not include any change in health care costs. 2010 is the final year of the contracts. Commissioner Johnston noted that the local levy only funds a small portion of the total Roseau County budget noting as an example that for every local dollar spent on human services that the county draws in \$20 in state and local funding. Getting that funding is dependent upon adequate staff to serve clients and complete the necessary paperwork for services. Commissioner Johnston noted that it is a similar proportion at the highway department. Commissioner

Swanson noted that the Board has made a commitment through labor negotiations and signing a contract and that he is very uncomfortable going against his word. Coordinator Klein noted that if the Board has any intention of requesting to re-open negotiations early that labor groups deserve the earliest notice that we can provide. The Board requested the item be placed on the April 28, 2009 agenda for further discussion.

Upon motion carried, the Board adjourned the regular meeting at 11:50 a.m. The next regular meeting of the Board is scheduled for April 28, 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

ITEM # Consent 2

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Appoint Representative to Social Services Agency Board

***Background (Provide sufficient detail of the subject):**
Peggy Swart's term as a member of the Social Services Board will end on July 5, 2009. Peggy has agreed to serve another term so you will just need to formally appoint her.

***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

RECEIVED
APR 09 2009



Minnesota Department of **Human Services**

March 30, 2009

Jack Swanson, Chair
Roseau County Board of Commissioners
210 Sixth Avenue Southeast
Roseau, MN 56751

Re: Peggy Swart

Dear Commissioner Swanson:

Peggy Swart's term as a member of your county's local social services agency board will end on July 5, 2009. Complete the enclosed form, including the name and address of the person you would like appointed to serve on the board after July 5, 2009. If your county's board of commissioners has abolished the local social services agency board since the last citizen appointment, return the enclosed form with an explanation as to why the board was abolished.

I am sending a copy of this letter, the enclosure, and a request that this appointment be an agenda item at the next county board meeting, to your county auditor. The enclosed form should be returned no later than July 15, 2009. If you have questions, contact Ralph McQuarter at (651) 431-3858 or e-mail ralph.mcquarter@state.mn.us.

Yours sincerely,

Cal R. Ludeman
Commissioner

Enclosure

cc: ✓ Roseau County Auditor
Roseau County Director

COUNTY COMMISSIONER PANEL FOR LOCAL SOCIAL SERVICES BOARD APPOINTMENT

Date: _____

Cal R. Ludeman
Commissioner
Minnesota Department of Human Services
PO Box 64998
St. Paul, MN 55164-0998

Dear Commissioner Ludeman:

The name(s) listed below is (are) submitted in response to your recent request in accordance with Minnesota Statutes, section 393.01, subdivision 2:

| | <u>Full Name</u> | <u>Address</u> |
|----|------------------|----------------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |

It is the board's recommendation that the person named on Line 1 be appointed.

Sincerely,

Chairperson
Board of County Commissioners

Attested to:

County Auditor

County

ITEM # Consent #3

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-------------------------------|---|
| *Person Responsible for Request Hanson, Jule | *Department Sheriff | *Board Meeting Date Apr 28 2009 |
|--|-------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Approve the 2009 county boat and water safety grant agreement

***Background (Provide sufficient detail of the subject):**
Approve the January 1, 2009 to June 30, 2010 County boat and water safety agreement in the amount of \$2695.00.

***Financial Consideration:**
\$2,695.00

***Legal Consideration:**
None

***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, Clerk to the County Board



Minnesota Department of Natural Resources

500 Lafayette Road
St. Paul, Minnesota 55155-4046

January 21, 2009

Dear Sheriff:

The 2009 state boat and water safety grant allocations have now been finalized. Please note that the 2009 grant agreement (once again) runs for 18 months - from January 1, 2009 - June 30, 2010. This will overlap six months each with the 2008 and 2010 state grants. In other words, you have an additional six-months each year to expend your state grant funds. Yearly state program and fiscal reports will still continue to be done on a calendar year basis, however.

We continue the same level of documentation that is required for other DNR safety grant programs. Receipts need to be maintained for audit purposes at the county level for all expenditures. Individual receipts/invoices will need to be sent in with your reimbursement request for equipment or other items (excluding salary and fringe) costing \$5,000 or more.

As in past years, the 2009 grant is based on the legislative allocation of \$1,082,000 for the county boat and water safety grants (minus \$5,000 held back for search and rescue reimbursement to the counties). The grant is distributed as in the past (60% on prior year activities, 35% on boat use and 5% on special considerations).

If your grant decreased or increased significantly from last year, we have included a worksheet for each of the two years, so you may see the activity areas where there were differences. If any other county would like a copy of the worksheets for each of these years, or has any other questions on the grant, please call Deb Ethier at (651) 259-5361 or toll free at (888) 646-6367 or e-mail at deb.ethier@dnr.state.mn.us.

As always, please feel free to call or write if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim A. Elverum".

Kim A. Elverum
Boat and Water Safety Coordinator
Phone: (651) 259-5343, Fax: (651) 296-0902 or
e-mail: kim.elverum@dnr.state.mn.us

Enclosures

DNR Information: 651-296-6157 • 1-888-646-6367 • TTY: 651-296-5484 • 1-800-657-3929

An Equal Opportunity Employer



Printed on Recycled Paper Containing a
Minimum of 10% Post-Consumer Waste

**COUNTY BOAT AND WATER SAFETY GRANT
2009 SPENDING PLAN
(January 1, 2009 - June 30, 2010)**

RETURN TO:
Minnesota Dept. of Natural Resources
Boat & Water Safety Section
500 Lafayette Road
St. Paul, MN 55155-4046

Roseau

County
Sheriff Jule D. Hanson

Contact Name
(218) 463-1421

Contact Phone

| GROUP I - PERSONNEL | Number | Amount | | TOTAL |
|--------------------------|--------|--------|-------------|-------------|
| | | County | State | |
| Full-Time | | | | \$ - |
| Seasonal | | | \$ 1,820.00 | \$ 1,820.00 |
| GROUP I SUBTOTALS | - | \$ - | \$ 1,820.00 | \$ 1,820.00 |

| GROUP II - SUPPLIES & EXPENSES | Amount | | TOTAL |
|--|--------|-----------|-----------|
| | County | State | |
| DESCRIPTION -- (Itemize) | | | |
| Boat maintenance expense, fuel and oil | | \$ 425.00 | \$ 425.00 |
| Squad expense and mileage | | \$ 275.00 | \$ 275.00 |
| Training expense | | \$ 175.00 | \$ 175.00 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| GROUP II SUBTOTALS | \$ - | \$ 875.00 | \$ 875.00 |

Continued on next page

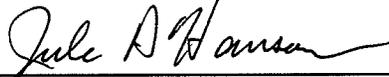
| GROUP III - EQUIPMENT DESCRIPTION -- (Itemize) | Amount | | TOTAL |
|---|--------|-------|-------|
| | County | State | |
| | | \$ - | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| GROUP III SUBTOTALS | \$ - | \$ - | \$ - |
| 2008 STATE GRANT TOTAL | \$ - | \$ - | \$ - |

| GROUP IV - 2008 FUNDS CARRIED FORWARD TO 2009 * <i>* These funds must be expended no later than June, 2009.</i> | Amount | | TOTAL |
|--|--------|-----------|-----------|
| | County | State | |
| DESCRIPTION | | \$ 843.42 | \$ 843.42 |
| | | | \$ - |
| | | | \$ - |
| GROUP IV SUBTOTAL | \$ - | \$ 843.42 | \$ 843.42 |

| | | | |
|--|------|-------------|-------------|
| 2009 STATE GRANT & 2008 CARRY FORWARD MONEY | \$ - | \$ 3,538.42 | \$ 3,538.42 |
|--|------|-------------|-------------|

1. Please complete using MS Excel.
2. Print it out and sign it
3. Keep a copy for your files
4. Send original to the Department of Natural Resources at the address on the top of the first page.

"This is to certify that the state funds will be used for purposes set forth in M.S. Chapter 86B and that the information contained on this form is correct to the best of my knowledge."


Signature of Sheriff and/or County Auditor

April 14, 2009

Date

**STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

State Accounting Information:

| | | |
|----------------------------|---------------------------|--------------------------------|
| Agency: DNR - I&E (R29) | Fiscal Year: 2009 | Vendor Number: 034120001-00 |
| Total Amount: \$2,695 | Commodity Code: 023 10 | Object Code: 5 A 20 |

Accounting Distribution:

| | | | |
|--------------|--------------|--------------|---------------------|
| Fund: 181 | Org: 7713 | Appr: 702 | Report Cat: 8002 |
|--------------|--------------|--------------|---------------------|

| | | |
|-----------------------------------|--------------------------------------|----------------------------------|
| Contract Number: <i>B24436</i> | Grant Begin Date: January 1, 2009 | Grant End Date: June 30, 2010 |
|-----------------------------------|--------------------------------------|----------------------------------|

Grantee Name and Address:

Roseau Co. Sheriff's Dept.
604 - 5th Av. SW
Roseau, MN 56751

**STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Bureau of Information and Education ("State") and Roseau Co. Sheriff's Dept., 604 - 5th Av. SW, Roseau, MN 56751 ("Grantee").

Recitals

1. Under Minnesota Statutes 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provision of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules", including patrol, enforcement, search and rescue, watercraft inspection, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2009. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred back to effective date. Reimbursements will only be made for those expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** June 30, 2010, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Reimbursement requests must also be received by the State no later than that date.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A" to this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B" to this grant further defines the allowable expenditures. The Grantee must promptly submit all activity and financial reports, as requested by the State.

3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, 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 agreement as follows:

- (1) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the Grant up to Two thousand six hundred ninety-five dollars (\$2,695).
- (2) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Two thousand six hundred ninety-five dollars (\$2,695).

4.2. **Payment**

- (1) **Invoices.** The State will promptly pay the Grantee after the Grantee's presentation of invoices for services performed and acceptance of such services by the State's authorized agent pursuant to Clause 6. Invoices shall be submitted in a form prescribed by the State and according to the following schedule: An invoice may be submitted by the Grantee for reimbursement, not more often than monthly, after the last day of the month.
- (2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA CFDA number _____ of the _____ Act of _____. The grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 Conditions of Payment

All services provided by the Grantee under this grant agreement 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 Kim A. Elverum, Assistant Bureau Administrator, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

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

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement 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 agreement, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant agreement 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 agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, 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 agreement 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 agreement.

9 **State Audits**

Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement 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 agreement.

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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. 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.

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 (if applicable)**

13.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement 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 agreement.

13.2 **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 agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**

15.1 **Termination by the State.** The State may cancel this grant agreement 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.

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.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Cindy Dentoff
Date: 1-15-09

CFMS Grant Agreement No. B- 24436

2. GRANTEE:

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

By: Julie A. Hanson 11-15-2009

Title: County Sheriff

Date: 11-15-2009

By: _____

Title: Chairman of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(with delegated authority)

Title: Assistant Bureau Administrator

Date: _____

Attachments: Exhibits "A" & "B"

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

ITEM # Consent #4

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Approve Amendment to Stonegarden Grant

***Background (Provide sufficient detail of the subject):**
The Stonegarden Grant that was approved on February 24, 2009 was for \$699,026.00. The State has since amended this agreement for the originally requested amount by \$30,974.00. The grant now totals \$730,000.00. The amendment needs Board approval.

***Financial Consideration:**
\$30,974 additional funds

***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

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Homeland Security and Emergency Management

444 Cedar Street • Suite 223 • Saint Paul, Minnesota 55101-6223
Phone: 651.201.7400 • Fax: 651.296.0459 • TTY: 651.282.6555
www.dps.state.mn.us

April 13, 2009

Terry Bandemer, Chief Deputy
Roseau County
606 SW 5th Avenue
Roseau, MN 56751

Re: Grant # 2009-OSGP-00281
HSEM Operation Stonegarden 2008

Dear Chief Deputy Bandemer:

I am pleased to announce that Roseau County Sheriff's Office has been granted additional funding to perform the services and tasks covered by the grant referenced above. The revised total grant agreement amount is **\$730,000**.

Enclosed are three copies of Amendment No. 1 to Grant Contract #2009-OSGP-00281. Please have the same individuals who signed the original grant or their successors sign each of the three copies. Please return all three copies to Kammy Huneke, Homeland Security & Emergency Management, 444 Cedar Street, Suite 223, St. Paul, Minnesota 55101.

If you have any questions, please contact me by phone at 651-201-7420, or by e-mail at kammy.huneke@state.mn.us. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Kammy Huneke".

Kammy Huneke
Grants Specialist

Enclosures

Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Traffic Safety

State
Fire Marshal





| | |
|--|--|
| Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 444 Cedar Street, Suite 223 St Paul, Minnesota 55101 | Grant Program: HSEM Operation Stonegarden 2008 Grant Agreement No.: 2009-OSGP-00281 Grant Amendment No.: 1 |
| Grantee: Roseau County 606 SW 5th Avenue Roseau, Minnesota 56751 | Grant Agreement Term: Effective Date: 9/1/2008 Expiration Date: 3/31/2011 |
| Grant Matching Requirement: Original Agreement Amount Previous Amendment(s) Total Current Amendment Amount Total Agreement Amount | Grantee Agreement Amount: Original Agreement Amount \$ 699,026.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount \$ 30,974.00 Total Agreement Amount \$ 730,000.00 |

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

The Original Grant Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No. 2009-OSGP-00281 / 2000-12855

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

ITEM # Consent #5

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Approve Application for Exempt Permit for the Lake of the Woods Chapter of the Ruffed Grouse Society

***Background (Provide sufficient detail of the subject):**
Attached is an application from the Lake of the Woods Chapter of the Ruffed Grouse Society requesting your approval on an Application for Exempt Permit for their annual event at the Springsteel Resort on May 14, 2009.

***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

LG220 Application for Exempt Permit

Fee is \$50 for each event

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

For Board Use Only

Check # _____ \$ _____

ORGANIZATION INFORMATION

Organization name Previous gambling permit number

Lake of the Woods Chapter of the Ruffed Grouse Society

Type of nonprofit organization. Check one.

- Fraternal Religious Veterans Other nonprofit organization

Mailing address City State Zip Code County

310 Main Ave Warroad MN 56763 Roseau

Name of chief executive officer (CEO) Daytime phone number Email address

Chuck Lindner 218 386 1246 x 222 clindner@wittel.com

Attach a copy of ONE of the following for proof of nonprofit status. Check one.

Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
Don't have a copy? This certificate must be obtained each year from:
Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803

IRS income tax exemption [501(c)] letter in your organization's name.
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
b. the charter or letter from your parent organization recognizing your organization as a subordinate.

IRS - proof previously submitted to Gambling Control Board
If you previously submitted proof of nonprofit status from the IRS, no attachment is required.

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)

Springsteel Resort Warroad 56763 Roseau
Address (do not use PO box) City Zip Code County

38002 Beach

Date(s) of activity (for raffles, indicate the date of the drawing)

5/10 to May 14th 2009

Check the box or boxes that indicate the type of gambling activity your organization will conduct:

- Bingo* Raffles Paddlewheels* Pull-Tabs* Tipboards*

* Gambling equipment for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

Also complete Page 2 of this form.

Fill-in & Print Form

Reset Form

To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4076.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

If the gambling premises is within city limits, a city official must check (X) the action that the city is taking on this application and sign the application.

The application is acknowledged with no waiting period.
 The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
 The application is denied.

Print city name _____
 On behalf of the city, I acknowledge this application.

Signature of city official receiving application _____

Title _____ Date ____/____/____

If the gambling premises is located in a township, a county official must check (X) the action that the county is taking on this application and sign the application.
A township official is not required to sign the application (unless required by the county).

The application is acknowledged with no waiting period.
 The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
 The application is denied.

Print county name Roseau
 On behalf of the county, I acknowledge this application.
 Signature of county official receiving application _____

Title _____ Date ____/____/____

(Optional) TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]

Print township name Lake
Mark Aard
 Signature of township official acknowledging application _____

Title Supervisor Date 4/13/09

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.

Chief executive officer's signature [Signature] Date 4/9/09

Complete a separate application for each gambling activity:

- one day of gambling activity,
- two or more consecutive days of gambling activity,
- each day a raffle drawing is held

Send application with: a copy of your proof of nonprofit status, and \$50 application fee for each event. Make check payable to "State of Minnesota."

To: Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Financial report and recordkeeping required
 A financial report form and instructions will be sent with your permit. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.

Questions?
 Call the Licensing Section of the Gambling Control Board at 651-639-4076.

Fill-in & Print Form Reset Form

Data privacy. This form will be made available in alternative format (i.e. large print, Braille) upon request. The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your qualifications to be involved in lawful gambling activities in Minnesota. You have the right to refuse to supply the information requested; however, if you refuse to supply this information, the Board may not be able to determine your qualifications and, as a consequence, may refuse to issue you a permit. If you supply the information requested,

the Board will be able to process your application. Your name and your organization's name and address will be public information when received by the Board. All the other information you provide will be private data until the Board issues your permit. When the Board issues your permit, all of the information provided to the Board will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your name and your organization's name and address which will remain public. Private data are available to: Board members,

Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Finance, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies that are specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your consent.

US Treasury Department

FEDERAL I.D. TAX EXEMPT NUMBER:

54-0846925



**District Director
Internal Revenue Service**

Date: September 4, 1969 In reply refer to: 430/GES

► **Theuffed Grouse Society of America
c/o Mr. Keith Davis, President
1634 Woodburne Drive
Flint, Michigan 48503**

| | |
|---|---|
| <p>Purpose: Address Inquiries and File Returns with District Director of Internal Revenue</p> <p>Form 990-A Required Accounting Period Ending</p> | <p>Educational</p> <p>Richmond, Va. 23240</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No August 31</p> |
|---|---|

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

James P. Boyle
James P. Boyle
District Director

ITEM # Consent #6

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Approve the Northstar ATV Club MN Trail Assistance Program Grant for FY2009

***Background (Provide sufficient detail of the subject):**
Attached is the North Star ATV Club's Trail Assistance Program Grant for the Bemis Hill area OHV for 2009 in the amount of \$15,457.00. This just needs your approval.

***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



MINNESOTA DEPARTMENT of NATURAL RESOURCES

Parks and Trails Division

246 125th Avenue NE Thief River Falls, MN 56701

Telephone (218) 681-0889 Fax 681-0948

April 16, 2009

Jack Swanson – Board Chair
Roseau County
606 5th Ave Rm 131
Roseau, MN 56751

Dear Jack:

Enclosed with this letter are three (3) copies of the agreement, in the amount of \$15,457.00, between the State of Minnesota and North Star ATV Club for the Bemis Hill Area OHV FY2009 Grant Agreement.

Please review this agreement and have the appropriate individual(s) sign all three (3) copies and return the signed copies to this office for processing.

Once the appropriate DNR signatures have been affixed to the agreement, an executed agreement will be sent to you. Please note that no charges may be made against this agreement until all signatures have been obtained and you have been notified of this grant's effective date.

If you have any questions, please contact my office.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Wade Miller".

Wade Miller
Area Supervisor

WM/pkm
Enclosures (3)

Cc: Mike Klein
North Star ATV Club
PO Box 152
Roseau, MN 56751

DNR Information: 651-296-6157, 1-888-646-6367 • TTY: 651-296-5484, 1-800-657-3929
www.dnr.state.mn.us

An Equal Opportunity Employer Who Values Diversity



**MINNESOTA TRAIL ASSISTANCE PROGRAM
OFF HIGHWAY VEHICLES – FY2009
TRADITIONAL GRANT AGREEMENT**

| | | | |
|--|--------------------------------------|----------------------------------|-------------------------------------|
| Local Unit of Government Roseau County | Trail Name Bemis Hill Area | State Cost \$15,457.00 | Effective Date See Item I |
|--|--------------------------------------|----------------------------------|-------------------------------------|

THIS AGREEMENT, is made between the STATE OF MINNESOTA, acting through the Commissioner of Natural Resources, hereinafter referred to as the "State", and the sponsoring Local Unit of Government specified above, and relates to the establishment of proposed trails specified above.

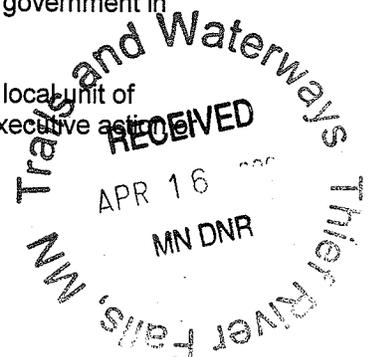
WHEREAS, the local unit of government desires to establish, construct and maintain public trails; and

WHEREAS, the Minnesota Trails Assistance Program provides grants to local units of government for the construction and maintenance of recreational trails pursuant to Minnesota Statutes, Section 84.794, 84.803, and 84.927; and

WHEREAS, the local unit of government has applied to the State for a grant for said trails and has submitted the Minnesota Trails Assistance Program's application form, maps, and resolution of the local unit of government authorizing the proposed trails as outlined in said documents; and said application form, resolution, map or new trail project proposal are attached hereto as Exhibit "A".

NOW THEREFORE, it is agreed between the parties as follows:

- A. **TRAIL OBLIGATION OF THE LOCAL UNIT OF GOVERNMENT.** The local unit of government agrees to construct, operate, and maintain the proposed trails in accordance with the current **Minnesota OHV Trails Assistance Program Instruction Manual**, hereinafter referred to as the "Manual", and with the application or new trail project proposal form, as accepted or amended by the State.
- The local unit of government shall:
1. Forthwith proceed to acquire necessary interests in lands and open trails to the public. The local unit of government must acquire the interests in land in fee, or by easement, lease, permit, or deed for said trails. The term of said interest shall be no less than three (3) months between April 1 of any year and April 1 of the succeeding year. For each parcel of land crossed by proposed trails, the local units of government shall obtain from the owner of said parcel and submit to the State a permit, lease, easement, or deed for said crossing.
 - (a) A person having personal knowledge of ownership shall sign an affidavit that the person whose name appears on the document of conveyance, lease, or permit is the owner or possessor.
 - (b) Any instrument of conveyance or permit with a consideration exceeding \$500.00 shall be accompanied by an Attorney's Certificate of Title.
 2. Construct the trails and provide adequate maintenance which shall include keeping the trails reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance as may be required. The local unit of government and not the State is responsible for maintaining signs and grooming all trails. If the local unit of government fails to expedite establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold future payments to the local unit of government and/or terminate this agreement.
- B. **TECHNICAL ASSISTANCE.** The State shall give technical assistance to the local unit of government in establishing trails upon request.
- C. **FUNDING.** The state's sole responsibility under this Agreement is to provide funds to the local unit of government. In the event that state funds become unavailable because of legislative or executive action, restraints the grant amount may be reduced or canceled by the State.



- D. **REIMBURSEMENT.** The state agrees to reimburse the local unit of government 65 percent of the cost of trail acquisition, development, and administration, except maintenance, trail grooming and liability insurance which shall be reimbursed at the rate of 90 percent for all eligible costs. All costs shall be in accordance with the allowable charges and costs listed in the Manual. This grant shall not exceed the State Cost as specified above.
- E. **PAYMENT.** The local unit of government must submit a request for reimbursement and attach worksheets furnished by the State for all costs incurred in acquiring, developing, maintaining and grooming the trail, all in accordance with the Manual. Additionally, the local unit of government must submit original receipts of actual purchases exceeding \$100.00.
1. **First Payment:** Upon receipt of the request for reimbursement evidencing acceptable trail costs of \$500.00 or more for acquisition, development, or maintenance, the State agrees to reimburse the local unit of government for approved costs in accordance with the Manual. The State shall not be required to pay for any services provided by the local unit of government which the State determines to be unsatisfactory as determined by the State's authorized representative.
 2. **Subsequent Payments:** Each thirty (30) successive days after the first payment, the local unit of government may submit invoices evidencing trail costs. Payments shall be made to the extent of authorized reimbursement, or until this agreement is terminated.
 3. **Trail Segments:** It is understood that if the trail system is developed in segments, the local unit of government may submit requests for reimbursement as soon as continuous and workable segments are completed.
- F. **STATE AUDITS.** Under Minnesota Statutes § 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. Records shall be sufficient, as defined in the Manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this grant.
- G. **WORKERS COMPENSATION.** The Grantee certifies that it is in compliance with Minnesota Statutes § 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.
- H. **LIABILITY.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736 and other applicable law. The Sponsor's liability shall be governed by the provisions of Minnesota political Subdivisions Tort Liability, Minnesota Statutes § 466.02 and other applicable law.
- I. **TERM.**
- I.1 **Effective date:** April 27, 2009 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.
 - I.2 **Expiration date:** June 30, 2009, or until all obligations have been satisfactorily fulfilled, but no later than one year beyond June 30, 2009.
- J. **TERMINATION.** This Agreement may be terminated by the State in the event of a default by the Sponsor, the legislature appropriates insufficient monies for the program, or the abandonment of the Trail. It may also be terminated upon mutual agreement by the State and the Sponsor.

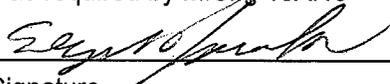
- K. PUBLICITY AND ENDORSEMENT.** Publicity: Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity 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.
Endorsement: The Grantee must not claim that the State endorses its products or services.
- L. ASSIGNMENT TO OR MODIFICATION.** The Sponsor may not assign any of its rights or obligations under this Agreement without the prior written consent of the State. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by all parties on this Agreement.
- M. DATA DISCLOSURE.** Under Minnesota Statutes § 270.66, 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.
- N. 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.
- O. AUTHORIZED REPRESENTATIVE.** The authorized representative of the sponsor is prohibited from being an officer or bookkeeper/accountant of the club or organization receiving this grant on behalf of the State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LOCAL UNIT OF GOVERNMENT

| | | |
|-------------------------------------|-------|------|
| (City) (Township) (County) | | |
| Authorized Representative Signature | Title | Date |
| Authorized Representative Signature | Title | Date |

DEPARTMENT OF NATURAL RESOURCES

| | | |
|---|---|------------------------|
| Individual certifies that funds have been encumbered as required by M.S. § 16A.15 and 16C.05.  | State Encumbrance Verification CFMS #: <i>B22217</i> | Date <i>4-13-09</i> |
| Authorized Signature | Trails and Waterways Division Director | Date |
| Signature (Recommend for Approval) | Trails and Waterways Regional Manager | Date |

ITEM # Consent #7

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Proclaim April as Sexual Assault Awareness Month

***Background (Provide sufficient detail of the subject):**
 April is designated as sexual assault awareness month. While it is late in the month, it is still important that the Board acknowledge this effort to raise awareness and reduce sexual violence. Attached is a letter from Ramsey County Board Chair with links to other awareness and prevention resources. As an awareness raising and prevention effort, Roseau County Victim Services is facilitating Self-Defense classes as follows:

 Friday, May 15th- 5-7 p.m.~ Roseau Elementary Gym
 Wednesday, May 20th- 5-7 p.m.~ Warroad Middle School Gym
 Friday, May 22nd- 5-7 p.m.~ Greenbush High School Gym

 The first 20-30 minutes of this will be a presentation from Victim Services, and the remainder of the time will be self-defense class taught by Shelly Nelson. We will be offering it FREE to the first 20 women/young girls that register in each community, and are hoping (if funding allows) to give away "PINK POWER" t-shirts, and whistle/lights to all participating.

***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



JIM McDONOUGH
BOARD OF RAMSEY COUNTY COMMISSIONERS
DISTRICT 6

220 COURT HOUSE
SAINT PAUL, MINNESOTA 55102
TEL. (651) 266-8350
FAX (651) 266-8370

April 13, 2009

Dear Minnesota County Commissioners,

In Minnesota and across the nation, April is recognized as Sexual Assault Awareness Month. This month provides an opportunity to focus on the high cost of sexual violence to our families and communities. I am writing to urge each AMC county to develop an action plan for the prevention of sexual violence.

In 2007, I attended the NACO Commissioners Conference in Washington D.C. in which I heard a powerful presentation by Cordelia Anderson, a sexual violence prevention expert from Minnesota. Her presentation stressed the importance and urgency of focusing on preventing sexual violence. I was very moved by her presentation and immediately began to look at my role as an elected official, a community member, a husband, and a father. As an elected official, I realized that I could begin to address this issue through my leadership role in Ramsey County.

In 2007, Ramsey County began addressing sexual violence prevention and quickly learned that there is a role for all of its 22 departments. Last month, the Ramsey County Board of Commissioners adopted an Action Plan for Sexual Violence Prevention and Intervention that involves all departments. Ramsey County is not the only county in Minnesota addressing this issue; several other counties across the state have sensed the urgency and are working hard to address this problem.

Sexual violence prevention is one of my top priorities. I am, therefore, asking the members of AMC to make sexual violence prevention and intervention a countywide initiative across all departments in their county. To support your efforts, I have established a resource list that is available on the Ramsey County and AMC websites: <http://ramseynet/index.asp> and <http://www.mncounties2.org/lpha/resources.htm>. This list contains links to state and national websites that offer expanded information and links to staff from the Minnesota Department of Health and the Minnesota Coalition Against Sexual Assault.

On December 3-4, 2009, the work that is occurring in Minnesota around sexual violence prevention will be highlighted at a Summit sponsored by the Minnesota Department of Public Safety, Minnesota Department of Health, and Minnesota Coalition Against Sexual Assault. This Summit will precede a National Summit sponsored by the Mayo Clinic in April 2010. The purpose of the Minnesota Summit is to address what can be done to change the environment so *violence using sex does not occur*. I would like to see Minnesota counties and AMC leading this effort.

Thank you for tackling sexual violence prevention in your county. I believe you will find, as I have, that everyone has a role in preventing sexual violence.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonough", written over a horizontal line.

Commissioner Jim McDonough
Ramsey County Commissioner
AMC President 2009

Minnesota's First Home Rule County

printed on recycled paper with a minimum of 10% post consumer content



Ten Actions Counties Can Take To Advance Prevention of Sexual Violence From Childhood Through Lifespan

1. Engage at least one *Prevention Champion* such as a County Board member or elected official who can serve as a leading voice for prevention in the county.
2. Increase awareness and understanding that sexual violence includes childhood sexual abuse and exploitation, and all acts of sexual violence and exploitations, through the lifespan, whether technology facilitated or face-to-face, and whether for individual or commercial gain.
3. Assess what each Department is currently doing related to sexual violence prevention with attention to efforts that are supports for efforts *before* exploitation or violence can occur, such as social norm changes and healthy individual and environmental development; as well as efforts *after* such as those that improve response to risk of victimization or perpetration, as well as help heal from trauma and decrease possibilities for further victimization. Identify strengths and gaps and present report to the Board.
4. Pass a county board resolution to support prevention.
5. County Manager at the direction of the Board, creates a task force or strengthens an existing task force or working group that can focus on developing and implementing a plan with attention to efforts using the "Spectrum of Prevention" tool:
 - a. Strengthen Individual Knowledge and Skills
 - b. Promote Community Education
 - c. Educating Providers
 - d. Fostering Coalitions and Networks
 - e. Changing Organizational Practices
 - f. Influencing Policy Legislation
6. The County Manager at the direction of the Board develops specific action steps for each goal and reports back to the Board in six months.
7. The Board directs the County Manager to coordinate sexual violence intervention and prevention efforts that are in concert with related state and national plans.
8. The Board directs the County Manager to identify potential funding sources and/or ways in which departments can internalize implementation of the Goals and report back to the Board in six months.
9. The Board directs the County Manager to identify and assess potential legislative proposals that address sexual violence for the next legislative session.
10. The Board affirms its commitment to prevention of violence including sexual violence in the workplace whether technology facilitated or face-to-face.

ITEM # Consent #8

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Proclaim May 3-9, 2009 National County Government Week

***Background (Provide sufficient detail of the subject):**
May 3-9, 2009 is National County Government Week (NCGW), an annual celebration of county government. The goal of NCGW is to raise public awareness and understanding about the roles and responsibilities of the nation's 3,068 counties. See attached proclamation.

***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



Board of Commissioners
606 5th Ave. SW, Room #131
Roseau, MN 56751
Phone: 218-463-4248
Fax: 218-463-3252

NATIONAL COUNTY GOVERNMENT WEEK
May 3-9, 2009
“Greening our Future”

WHEREAS, the nation’s 3,068 counties provide a variety of essential public services to communities serving 300 million Americans; and

WHEREAS, Roseau County and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

WHEREAS, many county government initiatives and programs involve the protection of valuable and vulnerable environmental resources in communities; and

WHEREAS, the National Association of Counties is the only national organization that represents county governments in the United States; and

WHEREAS, the National Association of Counties created National County Government Week in 1991 to raise public awareness and understanding about the roles and responsibilities of the nation’s counties to meet the needs of the community; and

WHEREAS, NACo and Roseau County are working together to Restore the Partnership between all levels of government to better serve American communities;

NOW, THEREFORE, BE IT RESOLVED THAT, I Jack Swanson, Roseau County Board Chair, do hereby proclaim May 3-9, 2009 as National County Government Week and encourage all Roseau County officials, employees, schools and residents to participate in county government week activities.

STATE OF MINNESOTA)
) ss
COUNTY OF ROSEAU)

I, Teresa Klein, County Coordinator in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on April 28, 2009.

(SEAL)

Teresa Klein
Roseau County Board Clerk

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 #9

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Approve Certification of Satisfactory Grooming for the 3rd Benchmark on BISF Section I and Pelan Trail

***Background (Provide sufficient detail of the subject):**
Attached for your review and approval is the Certification of Satisfactory Grooming for the 3rd Benchmark on BISF Section 1 and Pelan Trail.

***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

SNOWMOBILE TRAILS ASSISTANCE PROGRAM MAINTENANCE AND GROOMING

Certification of Satisfactory Grooming

2nd Benchmark – Due By March 1st

3rd Benchmark – Due By April 15th

Trail Name: BISF Section 1

Club/Organization Name: Roseau County Trailblazers, Inc.

Sponsor Name (Local Unit of Government): Roseau County

By signing this form, the Sponsor certifies that the above snowmobile trail has been satisfactorily groomed
 _____ from opening day through January 31; or
 from February 1st through the end of the season or April 1st.

Sponsor Signature: _____

Sponsor Title: _____

Date: _____

Is there any reason why the Department of Natural Resources should withhold any part of this payment?

YES _____ NO _____

If yes, please elaborate-

Amount requested \$5,046.00 (Up to 25% of the original contract.)

Department Use Only

THIS INVOICE APPROVED FOR PAYMENT BY:

| | | | |
|------------------------------------|------|---|---|
| Area Trails & Waterways Supervisor | Date | FY <p style="text-align: center;">09</p> | Amount <p style="text-align: center;">\$5,046.00</p> |
|------------------------------------|------|---|---|

| | | |
|----------------------------------|-----------------------|-----------|
| <input type="checkbox"/> Partial | CFMS Number B18728 | Signature |
|----------------------------------|-----------------------|-----------|

| | |
|-----------------------------|-------------|
| Invoice Number (Circle One) | |
| Benchmark 2 | Benchmark 3 |

SNOWMOBILE TRAILS ASSISTANCE PROGRAM MAINTENANCE AND GROOMING

Certification of Satisfactory Grooming

2nd Benchmark – Due By March 1st

3rd Benchmark – Due By April 15th

Trail Name: Pelan Trail

Club/Organization Name: Roseau County Trailblazers, Inc.

Sponsor Name (Local Unit of Government): Roseau County

By signing this form, the Sponsor certifies that the above snowmobile trail has been satisfactorily groomed
 _____ from opening day through January 31; or
 from February 1st through the end of the season or April 1st.

Sponsor Signature: _____

Sponsor Title: _____

Date: _____

Is there any reason why the Department of Natural Resources should withhold any part of this payment?

YES _____ NO _____

If yes, please elaborate-

Amount requested \$25,230.00 (Up to 25% of the original contract.)

Department Use Only

THIS INVOICE APPROVED FOR PAYMENT BY:

| | | | |
|------------------------------------|------|---------------------|----------------------------------|
| Area Trails & Waterways Supervisor | Date | FY 09 | Amount \$25,230.00 |
|------------------------------------|------|---------------------|----------------------------------|

| | | |
|----------------------------------|------------------------------|-----------|
| <input type="checkbox"/> Partial | CFMS Number B18734 | Signature |
|----------------------------------|------------------------------|-----------|

Invoice Number (Circle One)

Benchmark 2

Benchmark 3

ITEM # Consent #10

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Approve Purchase of Employee ID Proximity Cards

***Background (Provide sufficient detail of the subject):**
The Board previously approved ID badges for county employees and directed the CC to get a quote on the proximity reader cards that would allow the integration of ID badges with our proximity reader system. Attached is a quote. These proximity cards are made for the SimplexGrinnell software that is currently in use. Combining the proximity card with the ID badge will reduce the need for employees to have both a county id and have a FAB/proximity reader.

***Financial Consideration:**
\$565 plus tax for 100 proximity cards

***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

SimplexGrinnell

BE SAFE.

2821 Fiechtner Dr, Sw
Fargo, ND 58103
(701) 237-6712
FAX: (701) 280-2955
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
Roseau Co. Courthouse
606 5th Ave Sw #20
Roseau, MN 56751-1451
Attn: Trish Klein
(218) 463-4248 EXT(____) Fax:

Project: Roseau County (100) Cards
Customer Reference:
SimplexGrinnell Reference: 385419159
Date: 04/22/2009
Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

| QUANTITY | MODEL NUMBER | DESCRIPTION |
|-----------------|--|------------------------------|
| 100 | Access Control: Prox. Cards (100): IGC-1386LGGMN-37 | CPP2-6 PROX2/GLOSSYFRONTBACK |

Total net selling price, FOB shipping point, \$565.00

Comments

Parts only, no labor. Tax not included.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

ITEM # Consent #11

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Approve Amendment to JPA w/MN Board of Animal Health for TB Services

***Background (Provide sufficient detail of the subject):**
The Minnesota Board of Animal Health has approved an amendment to the current Joint Powers Agreement we have with them extending the date to September 31, 2009 and increasing funding from \$15,000 to \$30,000. The Board needs to formally approve the amendment.

***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



Minnesota Board of Animal Health

Safeguarding Animal Health

www.bah.state.mn.us

April 21, 2009

Teresa Klein
Roseau County Coordinator
606 5th Avenue Southwest, Room 131
Roseau, MN 56751

Dear Ms. Klein:

Trish, enclosed is the amendment to the joint powers agreement between Roseau County and the Minnesota Board of Animal Health. The amendment is being sent to you to extend the current joint powers agreement through September 30, 2009. Please endorse all three with an original signature, or signatures, in the "GOVERNMENTAL UNIT" signature area.

Please return all three joint powers agreements to Barbara Troyer, Minnesota Board of Animal Health, 625 Robert Street North, St. Paul, MN 55155. Once they have been signed by the appropriate state officials, we will return a fully executed copy to you.

Also, sometime next week I will be sending a second joint powers agreement for the County Sherriff's Office to assist with livestock movement enforcement. The time frame will be approximately mid-May of 2009 through may of 2010.

If you have any questions or need my assistance, please contact me at (651) 201-6817.

Sincerely,

Barbara A. Troyer

Barbara Troyer, Business Manager
Business Management Division

| | | | |
|---|--------------------|--------------------------------------|----------|
| Joint Powers Agreement Start Date: | September 1, 2008 | Total Joint Powers Agreement Amount: | \$30,000 |
| Original Joint Powers Agreement Expiration Date: | March 31, 2009 | Original Joint Powers Agreement: | \$15,000 |
| Current Joint Powers Agreement Expiration Date: | March 31, 2009 | Previous Amendment(s) Total: | \$ |
| Requested Joint Powers Agreement Expiration Date: | September 30, 2009 | This Amendment: | \$15,000 |

This amendment is by and between the State of Minnesota, through its Executive Director of the Minnesota Board of Animal Health ("State") and Minnesota Roseau County ("Governmental Unit"), 606 5th Avenue Southwest, Room 131, Roseau, MN 56751.

Recitals

1. The State has a Joint Powers Agreement with the Governmental Unit identified as B19389 to hold informational meetings for producers in the Tuberculosis Modified Accredited Zone; workshops for livestock producers and deer hunters in Northwest Minnesota; an interactive meeting with local lenders; development of partnerships with the University of Minnesota Beef Team, the Board of Animal, the Department of Agriculture and the Department of Natural Resources.
2. The State needs the assistance of the Governmental Unit to continue facilitating monthly local stakeholder meetings; generate meeting and presentation of ideas and present them to the Multi Agency Coordinating Council (MACC) for discussion and approval; monitor and share producer concerns and/or ideas regarding the eradication of bovine tuberculosis; and coordinate to meet and work with members of the Board's northwest field staff.
3. The State and the Governmental Unit are willing to amend the original Joint Powers Agreement as stated below.

Joint Powers Agreement Amendment

Clause 1. "Term of Joint Powers Agreement" is amended as follows:

- 1.1 *Effective date:* September 1, 2008, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* ~~March 31, 2009~~, September 31, 2009, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

Clause 2. "Governmental Unit Duties" is amended to add:

Governmental Unit shall perform the duties as detailed in Attachment B, which is attached and incorporated into this Joint Powers Agreement. Also, attached is Attachment C which outlines expense allowance reimbursements.

Clause 3. "Total Obligation" is amended as follows:

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Government Unit under this Joint Powers Agreement will not exceed ~~\$15,000.00~~ \$30,000.00.

Except as amended herein, the terms and conditions of the Original Joint Powers Agreement and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 4/21/09

CFMS Contract No. B19389 Object Code: 2D90

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

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

As delegated to Materials Management Division

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____



By: _____

Date: _____

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

Attachment B

State of Minnesota
Joint Powers Agreement
Amendment No. 1

1. Roseau County will continue to facilitate the monthly local stakeholder group. Once the monthly meeting date has been determined, notify Dr. McClanahan, via email. The meeting agenda should be emailed to Dr. Susan McClanahan 24 hours prior to the scheduled meeting. A summary of each meeting will be forwarded to Dr. Susan McClanahan within 2 days of the meeting date.
2. Roseau County will continue to generate meeting and presentation ideas and present them to the MACC for discussion and approval. Once the idea is approved, the County will facilitate at least one meeting per month in NW MN, in and around the Modified Accredited Zone. A summary of each meeting will be forwarded to Dr. Susan McClanahan within 2 days of the meeting date.
3. Roseau County will monitor and share any producer concerns or ideas regarding the eradication of bovine tuberculosis with Dr. Susan McClanahan. Roseau County will also be informed of the Board's position on the issues, and Roseau County will strive to accurately state the Board's position.
4. Roseau County will also coordinate to meet, or work with members of the Board's northwest field staff, and visiting district veterinarians, on a monthly basis. The goal of the meeting should be to address producer issues, increase understanding of the TB eradication process, develop unified messages, and identify strategies to facilitate TB testing for producers and field staff on farms with less than optimal cattle handling facilities. A member of the northwest field staff will be available to accompany you on the assigned premises to complete the premise inspection report and risk assessment.
5. Roseau County will provide an end of the month summary of activities, along with an itemized invoice per activity, to the MN BAH (Dr. Susan McClanahan, Dr. Bill Hartmann, Malissa Fritz, and Barb Troyer).

Billing and submission guidelines must be in accordance with state policies and the commissioner's plan: please see Attachment C for expense reimbursement policy and further clarification.

Term of Agreement:

Effective Date: April 1, 2009

Expiration date: September 30, 2009

15**Expense Reimbursement**

General. The Appointing Authority may authorize payment of travel and other expenses and reimbursement of special expenses for employees and interns in accord with the provisions of this Chapter, Chapter 8, and Administrative Procedure 4.4 for the effective conduct of the State's business. Such authorization must be granted prior to incurring the actual expenses.

Privately-Owned Vehicles and Aircraft. An employee shall be reimbursed for the use of privately-owned vehicles and aircraft under the situations and at the rates specified below. In all cases, mileage must be on the most direct route according to Department of Transportation records.

| <u>Situation</u> | <u>Rate Per Mile</u> |
|--|--|
| <ul style="list-style-type: none"> Use of personal automobile when a State-owned vehicle is not available. | Federal IRS mileage reimbursement rate |
| <ul style="list-style-type: none"> Use of personal automobile when a State-owned vehicle is available and declined by the employee. | Federal IRS mileage reimbursement rate less \$0.07 |
| <ul style="list-style-type: none"> Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access. | Federal IRS mileage reimbursement rate plus \$0.09 |
| <ul style="list-style-type: none"> Use of personal aircraft provided that the employee demonstrates adequate liability coverage under the requirements of M.S. 360.59, subdivision 10, and the Appointing Authority has granted approval for the use of the aircraft. | Federal IRS mileage reimbursement rate |

In addition to mileage, actual parking fees and toll charges shall be reimbursed. At the sole discretion of the Appointing Authority, employees who normally are not required to travel on state business may be reimbursed for parking at their work location on an incidental basis when they are required to use their personal or a state vehicle for state business and no free parking is provided.

Employees shall not receive mileage reimbursement for commuting between a permanent work location and their home. For each position, the Appointing Authority may designate no more than two permanent work locations, which must be within 35 miles of each other. For purposes of expense reimbursement for trips to temporary work locations, the Appointing Authority shall designate one of the two permanent work locations as the primary location. The Appointing Authority must provide advance written notice of the two locations and the primary location to anyone being appointed to such a position.

When an employee does not report to the permanent work location during the day or makes business calls before or after reporting to the permanent work location, the allowable mileage is: (1) the lesser of the mileage from the employee's residence to the first stop or from his/her permanent work location to the first stop, (2) all mileage between points visited on State business during the day, and (3) the lesser of the mileage from the last stop to the employee's residence or from the last stop to his/her permanent work location.

Employees accepting mobility assignments, as defined in Administrative Procedure 1.1, are not eligible for mileage reimbursement for the trip between their home and the mobility assignment.

Employees who are in travel status for two or more consecutive meals shall be reimbursed for the actual costs of the meals including tax and a reasonable gratuity, up to the combined maximum amount for the reimbursable meals.

- Hotel and motel accommodations provided that employees exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.
- All work-related long distance telephone calls provided that the employee does not have a State telephone credit card or is unable to bill the call to the office telephone number.
- Actual personal telephone call charges. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home up to \$3.00.
- Reasonable costs of dry cleaning and laundry services, not to exceed \$16.00, each week after the first week an employee is in continued travel status.
- Reasonable costs and gratuities for baggage handling.
- Parking fees and toll charges.

Receipts. The Appointing Authority may require receipts for any reimbursement requested by an employee under the provisions of this or any other chapter in this Plan.

Uniforms. If an Appointing Authority requires an employee to wear a uniform, the Appointing Authority shall supply the initial uniform and the employee shall be responsible for the maintenance of the uniform.

ITEM # Discussion #1

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Cell Phone Policy

***Background (Provide sufficient detail of the subject):**
The communications committee has met twice and developed policy language regarding the three cell phone options previously approved by the Board to comply with the IRS regulations whereby cell phones are considered "listed property" and a taxable benefit. See attached.

***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

CELL PHONE POLICY

PURPOSE/POLICY

The purpose of this policy is to provide guidance with regard to who has cellular (cell) phone privileges and County expectations of those with County-owned or County reimbursed cell phones.

Roseau County recognizes that cell phones and smart phones devices are tools needed to efficiently manage County business. The Internal Revenue Service (IRS) has categorized these tools as "Listed Property" and requires that stringent controls be in place to assure compliance.

The provision of a County-owned cell phone or a cell phone stipend serves a public purpose in providing employees with the ability to perform job-related duties in providing service to the citizens of Roseau County.

GENERAL PROVISIONS

Roseau County issues cell phones and smart devices to employees and elected officials in a variety of work related situations. This policy recognizes that not one approach will work for all situations. It is the responsibility of the department head to assure that employees are placed into the correct categories of this policy, and that costs to the public are held to the minimum possible, and that documentation requirements are met.

Departments may adopt policies for minimum standards to assure items such as coverage, range, storage capacity, and device operating system. The County Board or the Information Technology Department may determine which equipment and cell phone services are supported by the County.

Based on business need, the Department Head will determine which positions in their departments require a cell phone and whether the needs are best served through the allocation of a county owned cell phone, participation in the County cell phone plan, or through a cell phone stipend. These work-related needs include, but are not limited to:

1. When safety of self or others may be at risk.
2. When the employee's main work location is in the field where land lines and other primary radio/telephone communications are not available.
3. When the employees work function requires the use of a cell phone.
4. To provide immediate communication with staff in the department and other agencies as required coordinating programs or providing customer service.
5. Improved efficiency in the performance of the job.
6. The need to be able to contact the employee on short notice.
7. The employee's role in emergency response.

PLAN OPTIONS

Plan A: County-Owned Cell Phone and Service Plan – County Use Only

Under **Plan A**, the county issues a cell phone to the employee for work related use ONLY in the completion of the employee's duties.

Plan A may be appropriate when the nature of the usage of the cell phone is limited, combined personal and business use is a security risk to the employee, or other instances where it does not make sense to combine both a county and personal cell phone.

Under Plan A the cell phones may not be used for any personal use. The full cost of the phone, equipment and service plan is paid by the County. Employees assigned a County cell phone must sign an acknowledgement that no personal use will be allowed. The acknowledgement will be placed in the employee's personnel file. **(See Acknowledgement of County Policy Regarding No Use of County Assigned Cell Phones)**.

The appropriate calling plan will be selected by the County based on estimated number of minutes per month that will be needed by position/employee and the type of communication needed including device and data.

Under Plan A, all equipment is owned by the County and must be returned to their Department Head upon separation of employment or distribution of new equipment. The Department Head will then return the inventory to the County Auditor for redistribution purposes.

Under Plan A, the Department Head assigning County owned cell phones to employees is responsible for auditing the usage of the phone by reviewing the call log for at least one month each year to assure that no personal usage has occurred. **(See Documentation of Audit of No Personal Use of County Assigned Cell Phones)**.

Plan B: County Owned Cell Phone and Service Plan – County and Personal Use Employee Taxable Benefit

In most cases County employees have personal cell phones and do not wish to carry both a personal device and a County business device. The efficiencies of combining two devices and service plans into one make it cost effective and environmentally responsible for both the County and the employee.

Under Plan B, the employee will be signed up under the County Cell Phone Service plan and the full cost of the phone, equipment and service plan is paid for by the County. This cost is considered an employee taxable benefit and will be included as wages on the employee W-2. Under Plan B, the cell phone may be used for BOTH county and personal business and no audit is required.

Under Plan B, existing service contracts with cell phone service providers will be allowed to expire at the date set in their individual contract. The County will transition to this policy over a period of time to allow for the expiration of contracts with cell phone service providers that are in place. At no time will County funds be used to 'buy out' current plans in order to speed up the transition.

Plan C: Employee Owned Cell Phone and Service Plan - Stipend

Under Plan C, an employee will receive a cell phone equipment and service plan stipend in an amount determined by the County Board depending on the employee's scope of responsibilities.

The County Board will review the stipend amount on an annual basis. The cell phone stipend is intended to cover a **portion** of the costs of the employee's cell phone expenses related to work duties.

Initial purchase of the cell phone in excess of the set amount, accessory equipment, and activation fees will be the responsibility of the employee. The employee will pay all costs exceeding the amount of the cell phone allowance.

Under this plan, a cell phone, PDA or smart device is considered personal property of the employee unless the cell phone, PDA or smart device is issued by the County. The stipend that the employee receives each month is intended to also assist the employee in replacing and/or maintaining their device. A Smart Device stipend will be approved if an employee needs both phone and data capabilities for their job. The cell phone/smart device monthly service plan stipend will be set annually by the county board.

A County employee may not receive a stipend and carry a County owned device.

Under Plan B and C Department heads may require qualifying employees to provide proof of usage in order to determine the amount of the stipend.

EMPLOYEE RESPONSIBILITIES

Employees receiving a county-owned cell phone or participating in a county sponsored cell phone service plan are responsible for the following:

- Keeping their cell phones turned on during their designated working and on-call hours to assure they can be reached.
- Retrieving messages on voice mail if telephone calls are missed on the cell phone.
- Ensuring that use of the phone does not provide a distraction to the employee during work hours. This includes setting the cell phone to a silent alert mode during meetings and other times that an interruption is undesirable.
- Caring for the equipment in a responsible manner and to take appropriate precautions to prevent theft, damage, and vandalism.
- Providing adequate security for the phone to prevent unauthorized users from finding client/work-related telephone numbers stored in the cell phone memory. It is recommended that confidential or non-published numbers not be stored in speed-dial function of the cell phone.

Employees receiving a cell phone stipend are responsible for:

- Procuring and maintaining cellular service from a reliable carrier who provides service in the Roseau County area.
- Providing documentation in a manner prescribed by the Auditor's Office to activate and maintain monthly allowance payments.
- Notifying the County Auditor within five (5) business days of the cellular service being disconnected.
- Limiting personal calls, incoming and outgoing, during work hours so as not to interfere with county business or the performance of the employee's job.
- Replacement or repair of the phone.

PROHIBITED ACTIVITIES

Employees receiving a County owned cell phone OR PARTICIPATING IN A COUNTY SPONSORED SERVICE PLAN are prohibited from the following:

- Use of the equipment for personal profit or gain.
- Use of equipment to transmit, receive or distribute pornographic, obscene, abusive, or sexually explicit materials, or materials containing unclothed or partially clothed people.
- Violation of any local, state, or federal law or engage in any type of illegal activity.
- Use of phone to engage in any form of gambling.
- Use of phone to engage in any type of harassment or discrimination, including but not limited to sexual harassment and harassment or discrimination based upon race, gender, sexual orientation, religion, national origin, marital status, status with respect to public assistance, disability or any other type of harassment or discrimination prohibited by law and county Policy.
- Use of phone to engage in any type of commercial enterprise unrelated to the specific purposes and needs of the County.
- Use of phone to engage in any form of solicitation without the express prior written consent of the Department Head.
- Use of phone to promote any political or private causes, or other activities, without the express prior written consent of the Department Head.

SAFETY

For safety reasons, use of a cell phone while driving a motor vehicle or operating highway equipment should be kept to a minimum. Employees should pull off the road or use a hands-free device to conduct business using a cell phone. In all cases, employees shall follow local and State regulations regarding the use of cell phones while operating a motor vehicle.

PRIVACY

Under Plan A, employees are provided county-owned cell phones to assist them in the performance of their jobs. All such equipment is the property of the county and is to be used for county purposes. Employees with county-owned cell phones should have no expectation of privacy in anything they create, store, send or receive using the county's cell phone.

POLICY VIOLATION

Employees participating in a county cell phone plan are subject to all IRS rules, laws concerning data practices and HIPPA compliance.

Violations of this policy will subject the user to disciplinary action in accordance with the personnel policy or collective bargaining agreement. The Department Head will be responsible for enforcement within their departments.

ACKNOWLEDGEMENT

A Cell Phone Plan and Enrollment and Acknowledgement Form will be required to be completed prior to any employee using a County-owned cell phone or receiving a cell phone allowance.

Cell Phone Plan and Use Acknowledgement Signature Form

Section I: New Authorization or Change in Authorization

Please complete the form below selecting which plan best fits the business needs of the county.

Plan A: County-Owned Cell Phone and Service Plan – County Use Only

The use of the cell phone under plan A is for COUNTY business ONLY and the full cost of the phone, equipment and service plan is paid by the County. The employee understands that NO personal use is allowed.

The appropriate calling plan will be selected by the County based on the following needs:

Estimated number of minutes per month will be used by position/employee _____

Type of communication needed including device and data: _____

Specify special features and/or equipment that is required by the department for the completion of the employee/position requirements.

Plan B: County Owned Cell Phone and Service Plan – County and Personal Use Employee Taxable Benefit

Under Plan B, the employee will be signed up under the County Cell Phone Service plan and the full cost of the phone, equipment and service plan is paid for by the Count, but is considered an employee taxable benefit and will be included as wages on the employee W-2. The cell phone may be used for BOTH county and personal business. No audit is required.

Plan C: Employee Owned Cell Phone and Service Plan - Stipend

Under Plan C, the employee will received a cell phone equipment and service plan stipend in an amount determined by the County Board depending on the employees scope of responsibilities. The stipend is intended to cover a portion of the costs of the employee's cell phone expenses related to work duties and not the full cost of the phone or service.

Initial Purchase - \$ _____

Personal Phone Use Allowance - \$ _____/month

Personal Phone Use Allowance – Smart Phone \$ _____/month

NOTE: Stipend is not intended to cover the full cost of the phone or service; rather it is intended to provide a subsidy or stipend to the employee for the use of their personal cell phone to conduct county business.

Section II: Acknowledgement

I acknowledge that I have read and understand the Cell Phone Policy, and the information contained in this Acknowledgement, and that I agree to comply with all provisions and regulations related to this and other Roseau County policies. I further acknowledge that failure to comply with the Roseau County Communication Policy and related policies or with the terms of this Acknowledgement may result in disciplinary action under the personnel policy or a collective bargaining agreement.

Employee name (printed): _____ Department _____

Employee Signature: _____ Date: _____

Employee Cell Phone Number: _____

Department Head Signature _____

Copy to: Auditor's Office

Personnel File

ITEM # Discussion #2

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
2010 Budget Planning

***Background (Provide sufficient detail of the subject):**
This is a continuation of the discussion at the April 14, 2009 Board meeting regarding 2010 salaries.

***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

ITEM # Discussion #3

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|---|------------------------------------|---|
| *Person Responsible for Request Swanson, Jack | *Department Commissioner | *Board Meeting Date Apr 28 2009 |
|---|------------------------------------|---|

***Subject Title (As it will appear on the agenda):**
TV Tower

***Background (Provide sufficient detail of the subject):**
Commissioner Swanson would like to discuss the new options for provision of local television channels in Roseau County and the possibility of discontinuing the current TV Tower that Roseau County funds. See attached current budget for this service.

***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

4/22/09
15:37:17
01 FUND
REVENUE
710 DEPT
TV TOWER

JOHN

ROSEAU COUNTY
INTEGRATED FINANCIAL SYSTEM
BUDGET INFORMATION

COUNTY 68

IFB21 PAGE 1

REPORT BASIS: CASH

1/06-12/06 1/07-12/07 1/08-12/08 1/09-12/09

| ACCOUNT NUMBER | DESCRIPTION | ACTUAL 2006 | ACTUAL 2007 | ACTUAL 2008 | ACTUAL 2009 | 2009 APPROVED |
|-------------------------|--------------------------|----------------|----------------|----------------|----------------|------------------|
| 01-710-000-0000-5361 | STATE-GRANTS | 0 | 0 | 0 | 0 | 46,907CR |
| 01-710-000-0000-6253 | ELECTRICITY | 2,189 | 2,974 | 2,959 | 898 | 3,000 |
| 01-710-000-0000-6305 | REP & MAINT-MACH & EQUIP | 26,853 | 7,800 | 7,938 | 3,900 | 7,800 |
| 01-710-000-0000-6340 | SIGNAL CHARGE/TOWER RENT | 29,223 | 29,223 | 29,223 | 9,741 | 29,223 |
| 01-710-000-0000-6613 | CAPITAL-EQUIPMENT | 0 | 0 | 41,049 | 0 | 93,815 |
| 01-710-000-0000-6801 | MISC EXPENSE | 0 | 65 | 115 | 0 | 0 |
| *** 710 DEPT | TOTALS * TV TOWER | | | | | |
| | REVENUE | 0 | 0 | 0 | 0 | 46,907CR |
| | EXPEND. | 58,265 | 40,062 | 81,284 | 14,539 | 133,838 |
| | NET | 58,265 | 40,062 | 81,284 | 14,539 | 86,931 |
| *** 01 FUND | TOTALS ** REVENUE | | | | | |
| | REVENUE | 0 | 0 | 0 | 0 | 46,907CR |
| | EXPEND. | 58,265 | 40,062 | 81,284 | 14,539 | 133,838 |
| | NET | 58,265 | 40,062 | 81,284 | 14,539 | 86,931 |
| *** FINAL TOTALS | 6 ACCOUNTS | | | | | |
| | REVENUE | 0 | 0 | 0 | 0 | 46,907CR |
| | EXPEND. | 58,265 | 40,062 | 81,284 | 14,539 | 133,838 |
| | NET | 58,265 | 40,062 | 81,284 | 14,539 | 86,931 |

ITEM # Discussion #4

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
Approval for Sheriff's Office Exempt Staff to work Stonegarden Shifts

***Background (Provide sufficient detail of the subject):**
See attached draft policy language and letter from Chief Deputy Terry Bandemer

***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

Draft language for eligibility for overtime compensation for exempt employees in Special Circumstance.

Due to a temporary and unique situation whereas the federal government has ordered increased security on our borders and the fact that there is a limited number of local law enforcement personnel to provide this additional cover, the Roseau County Deputy Sheriff and Captain shall be approved for overtime pay at time at one half for hours worked for the period of XXXX to XXXX to provide border security under the federal directive. This authorization is **provisional based on the inability to fill shifts with non-exempt staff and is limited to no more than X shifts in a two week period.** The Department of Homeland Security requires that hours of service be reported and reimbursed on an hourly basis, therefore the Deputy Sheriff and Captain as salaried exempt employees, will be compensated on an hourly basis for this particular extra duty.

Date: April 20, 2009
To: Roseau County Board of Commissioners
From: Terry Bandemer, Chief Deputy
Subject: Stonegarden Update

As you know we have received Stonegarden funds and were able to purchase the equipment and vehicles designated in the grant document. Most items were purchased from local vendors; however some of the technology items were not available locally. However, this equipment is being installed locally and will be maintained by local businesses.

We officially began Operation Aquarius on Tuesday April 14, 2009 and it is going very well. The officers are excited about the new job duties and responsibilities and are very thankful to be able to work with new and updated equipment.

The money we received for coverage of the Stonegarden shifts was originally written for three years. The time frame was then reduced to eighteen months but by the time shifts began the grant was down to just 12 months. Even with the shortened time line we will receive the same amount of funding, but we have less time to use it.

We are scheduling approximately a month out and officers have all been given a chance to sign up for shifts. We are being allowed to use Stonegarden grant funds to extend the hours of **currently** employed part-time deputies to full time to cover Stonegarden shifts. However, we have not been authorized to hire **additional** part-time staff. Because we are short staffed, our part-time deputies are already working nearly full time schedules. Consequently, we have many shifts still open. Only officers included in the original grant document may work shifts so we can't invite licensed peace officers from other agencies and counties to assist. In order to fulfill grant obligations, it will be necessary to authorize exempt Sheriff's Office employees to work shifts to fulfill grant obligations. Not filling of the shifts could jeopardize future grant funding.

The extra Stonegarden patrol is being used in the west part of the county where we have had a rash of burglaries. Our enhanced visibility is sending the message to criminals that we will not tolerate this type of behavior in Roseau County.

Thank you for your support on this project and I hope together we will continue to receive these funds to make our Sheriff's Office more professional and Roseau County a safer place to live and visit. I will keep you updated as the year goes by.

If you have any questions or concerns, please feel free to contact me and I would be glad to meet with you.

Sincerely,

Terry Bandemer
Chief Deputy

ITEM # Discussion #5

REQUEST FOR BOARD ACTION

* Required Fields



| | | |
|--|-----------------------------------|---|
| *Person Responsible for Request Klein, Trish | *Department Coordinator | *Board Meeting Date Apr 28 2009 |
|--|-----------------------------------|---|

***Subject Title (As it will appear on the agenda):**
National County Government Week

***Background (Provide sufficient detail of the subject):**
As indicated in the National County Government Week proclamation approved on the consent agenda, May 3-9 is designed as an annual celebration of county government. It is a time to raise public awareness and understanding about the roles and responsibilities of the nations 3,068 counties. Department heads have been asked to submit information from their departments that will help accomplish this goal. The Board may want to discuss what other activities it wants to do during this week. The theme is "GREENING OUR FUTURE"

***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