



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

Revised 5/22/09

AGENDA
Tuesday, May 26, 2009, 8:30 a.m.

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on May 26, 2009 at 8:30 am in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

- 8:30 Call to Order**
1. Presentation of Colors
 2. Approve Agenda
- 8:45 Consent Agenda**
1. Approve Proceedings
 2. Approve Resolution Authorizing Administration of Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program
 3. Approve Board of Animal Health Movement Certificate Enforcement Joint Powers Agreement
 4. Acknowledge State of MN Veterans Affairs Annual Report for Roseau County
 5. Approve State of MN Grant Agreement for Remote Electronic Alcohol Monitoring
 6. Re-appoint Veterans Service Officer Jeff Parker
 7. Approve Bills
- 8:50 Comments and Announcements**
- 9:00 Assessor Allen Heim**
1. Overview of Property Valuation
- 9:30 Committee Reports**
- 10:00 Highway Department**
1. River Oaks Addition Road Concern
 2. Approve Contract - SP 68-609-17
 3. Approve Contract - C.S.A.H. 9 shouldering
 4. Calcium Chloride 2009
 5. Approve East Diversion Project - TH 11 & C.S.A.H. 24, 2 Bridges (City of Roseau)
- 10:30 4-H Coordinator**
1. Summer Programming Update
- 10:45 Break**
- 11:00 Environmental Services**
1. Bid Opening
Heavy Duty Truck/Hook Lift System
 2. Accept Resignation of Transfer Station / Demolition Landfill Operator Fred Clasen
 3. Authorize Filling Transfer Station / Demolition Landfill Operator
- 11:30 Discussion**
1. AMC Spring District III Meeting
 2. 2009 County Fair Planning
 3. Continuity of Operations Plan
 4. Document Imaging & Storage System
 5. Human Services Redesign Act Update
 6. Donation to Greenbush Skateboard Park Request
 7. Cell Phone Policy
- 12:55 Future Agenda Items**
- 1:00 Adjourn**

To schedule an appointment with the Board, please contact the County Coordinator at 218-463-4248
County Coordinator's e-mail address: trish.klein@co.roseau.mn.us
Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

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

An Equal Opportunity Employer

ITEM # Consent 1

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
Approve Proceedings

***Background (Provide sufficient detail of the subject):**
Attached is a draft of the May 5, 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:
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Board Action:

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

ATTEST: Teresa Klein, Board Clerk

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

May 12, 2009

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, May 12, 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

Property valuation and Community Justice Coordinating Committee were added to discussion. A motion to approve the amended agenda was made by Commissioner Foldesi, seconded by Commissioner Rasmussen and carried unanimously.

CONSENT AGENDA

A motion to adopt the consent agenda was made by Commissioner Rasmussen seconded by Commissioner Foldesi and carried unanimously.

The Board, by adoption of its consent agenda, approved a fee of \$50.00 for the purchase of a precious metal license.

The Board, by adoption of its consent agenda, approved two applications for abatement.

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

WARRANTS APPROVED FOR PAYMENT 4/30/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
1351.58	ASSURANT EMPLOYEE BENEFITS	523.24	CANON FINANCIAL SERVICES INC
1047.12	BRIAN HARDWICK P.A.	20000.00	ICS,INC
55412.50	CLAIRE KJERSTEN	2475.81	MN ENERGY RESOURCES
1631.11	MN MUTUAL LIFE INSURANCE	640.00	MN NCPERS GROUP LIFE INS
1230.00	NATHAN SEEGER LAW OFFICE	946.49	RIVERSIDE BAIT & TACKLE INC
438.94	ROSEAU ELECTRIC COOP INC	375.00	TOWN OF LAKE
444.65	VERIZON WIRELESS		
	24 PAYMENTS LESS THAN \$300	1,390.88	
****	FINAL TOTAL.....	\$87,907.32	****

WARRANTS APPROVED FOR PAYMENT 5/01/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
1050.00	WYNNE CONSULTING INC		
	0 PAYMENTS LESS THAN \$300	.00	
****	FINAL TOTAL.....	\$1,050.00	****

WARRANTS APPROVED FOR PAYMENT 5/07/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
1862.92	AMERITAS LIFE INSURANCE CORP	2154.55	CAPITAL GUARDIAN TRUST CO
896.34	CENTURYTEL	750.00	MARK HAUGEN PHD LP
18584.50	CLAIRE KJERSTEN	700.20	LAW ENFORCEMENT LABOR SERVICES
7463.75	MII LIFE-VEBA	837.83	MN CHILD SUPPORT PAYMENT CENTE
5074.50	MN DEPT OF FINANCE-TREAS	3242.48	NATIONWIDE RETIREMENT SOLUTION
30276.00	ROSEAU CO TRAILBLAZERS	9270.00	ROSEAU ROOFING & REMODELING

16 PAYMENTS LESS THAN \$300 5,254.26

**** FINAL TOTAL..... \$86,367.33 ****

WARRANTS APPROVED ON 5/12/2009 FOR PAYMENT 5/15/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
416.18	ACE HARDWARE-ROSEAU	362.17	AMERICAN SOLUTIONS FOR BUSINES
839.77	BALLARD MOTOR CO	734.41	BEAR GRAPHICS INC
575.30	STEVE BERGSTROM	905.25	CDW GOVERNMENT INC
1085.32	COAST TRUE VALUE	403.44	CONSTRUCTION BULLETIN MAGAZINE
332.07	COUNTRYSIDE TIRE	362.29	CREATIVE FORMS & CONCEPTS
300.38	CULLIGAN	430.51	D & E SPORT SHOP-ROSEAU
6648.00	DEPT OF EMPLOYMENT & ECONOMIC	645.29	TONY DORN INC
450.00	DW MECHANICAL	779.58	FARM & HOME PUBLISHERS LTD
1763.29	FARMERS UNION OIL CO-LK BRNSN	3185.87	FARMERS UNION OIL CO-WARROAD
6628.19	FRONTIER PRECISION INC	383.01	GEROYS BUILDING CENTER
1211.43	DAVE GRAFSTROM	1805.00	H & L MESABI INC
528.10	INTOXIMETERS INC	4218.42	JOHNSON OIL CO INC
1690.40	M & R SIGN CO INC	30478.95	MAR-KIT LANDFILL
3152.45	MN COUNTIES COMPUTER COOP	2697.00	MN DEPT OF EMPLOYMENT
466.72	MULTI OFFICE PRODUCTS INC	400.00	NORTH COUNTRY WEBSITES
10887.61	NORTHERN RESOURCES COOPERATIVE	1549.40	NORTHLAND COMM & TECH COLLEGE-
1423.00	NORTHLAND COMMUNITY & TECHNICA	4274.79	NORTHLAND TIRE
302.18	NOVOTNY'S OVERHEAD DOOR SALES	1878.75	NW CONCRETE PRODUCTS INC
1431.36	OCCUPATIONAL DEVELOPMENT CTR I	430.00	JEFF PARKER
483.44	PEART & ASSOCIATES INC	366.15	GLENDA PHILLIPE
1923.69	POWER PLAN	437.50	PRO-WEST & ASSOCIATES INC
934.79	QUILL CORPORATION	652.69	RATWIK, ROSZAK & MALONEY, PA
2273.20	RIVERFRONT STATION	2143.60	ROSEAU CITY
461.14	ROSEAU CLEANING SYSTEMS	733.18	ROSEAU CO CASH FUND
5121.07	ROSEAU CO COOP ASSN	350.93	ROSEAU CO TREASURER
1038.97	ROSEAU DIESEL SERVICE INC	554.18	SAY SECURITY NORTH COUNTRY
2320.00	SIMPLEX GRINNELL LP	2435.25	SJOBERG'S INC
1125.00	STOSKOPF REDI MIX ROSEAU INC	2673.37	SWANSTON EQUIPMENT CORPORATION
1363.59	THE TRIBUNE	2853.04	TW VENDING INC
1500.00	UND FORENSIC PATHOLOGHY	326.25	WIKSTROM TELECOM-INTERNET

47 PAYMENTS LESS THAN \$300 6,098.98

**** FINAL TOTAL..... \$134,225.89 ****

COMMENTS AND ANNOUNCEMENTS

1. Commissioner Swanson will be attending a Futures Meeting in St. Paul May 13-14, 2009.
2. Coordinator Klein will publish a press release regarding increased collaboration between Roseau and Lake of the Woods Counties.
3. Coordinator Klein will send out a letter to the Minnesota Board of Water and Soil Resources expressing opposition to the proposed wetland exemption rules change.
4. Coordinator Klein notified the Board of a request from Mr. Stan Meek to attend a zoning meeting on May 19, 2009 at the Rural Municipality of Piney, Vassar, Manitoba.

ROSEAU COUNTY HISTORICAL SOCIETY

Museum Curator Charlene Haugen met with the Board to request funding to purchase shelving for the County Museum's storage area. Ms. Haugen provided a power point presentation and presented a quote from TC Storage Solutions in the amount of \$3,640. Ms. Haugen noted that the Minnesota Historical Society has minimum requirements for shelving and added that the estimate presented meets those requirements and is the Minnesota Historical Society selected vendor. Commissioner Foldesi asked what specifications are required and if it is possible that other shelving might meet the requirements. Commissioner Rasmussen asked if military surplus shelving would work. Commissioner Foldesi offered to research shelving options to determine if it could be purchased or made locally for less. A motion was made by Commissioner Johnston, seconded by Commissioner

Foldesi and carried by a 4-1 vote to adopt the following resolution, with Commissioners Swanson, Johnston, Foldesi, and Rasmussen in favor and Commissioner Walker opposed.

2009-05-01

BE IT RESOLVED, that the Board does hereby approve the purchase of shelving for the Roseau County Historical Society in an amount not to exceed \$3,640.

ROSEAU COUNTY TRAILBLAZERS

Terry Sizemore, Trail Administrator for the Roseau County Trailblazers met with the Board and presented the Certificates of Satisfactory Grooming 4th Benchmarks for Pelan Trail and BISF Section 1 Trails for approval. A motion was made by Commissioner Johnston, seconded by Commissioner Rasmussen, and carried unanimously to adopt the following resolution:

2008-05-02

BE IT RESOLVED, that the Board does hereby approve Pelan Trail and BISF Section 1 Trails Certificate of Satisfactory Grooming Benchmark 4.

Mr. Sizemore requested the Board once again serve as sponsor and fiscal agent for the Roseau County Trailblazers maintenance and grooming application to the DNR Trails & Waterways through the Minnesota Snowmobile Trails Assistance Program. A motion was made by Commissioner Johnston, seconded by Commissioner Foldesi, and carried unanimously to adopt the following resolution:

2009-05-03

BE IT RESOLVED that Roseau County agrees to act as legal sponsor for funding received from the State of Minnesota Department of Natural Resources for maintenance and grooming of the Pelan and Beltrami Island State Forest Section 1 Snowmobile Trails by the Roseau County Trailblazers, Inc.

BE IT FURTHER RESOLVED that upon approval of its application by the state, Roseau County may enter into an agreement with the State of Minnesota and will comply with all applicable federal and state laws and regulations and conditions as stated in the agreement.

BE IT FURTHER RESOLVED that Roseau County hereby agrees to serve as the fiscal agent for the Pelan and Beltrami Island State Forest Section 1 Snowmobile Trails maintained and groomed by the Roseau County Trailblazers, Inc. and authorizes the Board Chair to sign all related documents on behalf of Roseau County.

COMMITTEE REPORTS

Commissioner Foldesi reported on the following committee meetings: Soil and Water Conservation District meeting, 5/12/09: Discussed market sales, cost of living and tree sales.

Commissioner Johnston reported on the following committee meetings: Association of Minnesota Counties Transportation Policy Committee meeting, 4-29-09: Discussed initiatives and priorities, role of MnDot ombudsman, stimulus projects, and legislative update. Association of Minnesota Counties Board of Directors meeting April 30, 2009: Discussed Health & Human Services bill, Minnesota re-design, healthcare for incarcerated inmates and healthcare reform.

Commissioner Rasmussen reported on the following committee meetings: Minnesota Rural Counties Caucus, 5/7/09: Discussed land acquisition plans and transit funding.

Commissioner Swanson reported on the following committee meetings: Minnesota Rural Counties Caucus: 4/28/09: Discussed session issues. Association of Minnesota Counties Legislative Conference: 4/29/09: Discussed issues affecting Roseau County; Association of Minnesota Counties Legislative Conference: 4/30/09: Discussed issues affecting Roseau County; Roseau River Watershed District, 5/6/09: Discussed elected versus appointed Board Managers and Haycreek and Norland Road flood control projects; Criminal Justice Coordinating Committee, 5/6/09: Discussed mental health initiative and youth chemical dependency in Roseau County; Northern Counties Land Use Coordinating Board, 5/7/09: Discussed Oberstar/Feingold Clean Water Restoration Act and talked about public hearings on the wetland conservation rules; KaMar Board meeting, 5/11/09: Discussed prospect of bringing Lake of the Woods County into KaMar as a member or contracting with them to become a member; Roseau River Watershed Board and City of Roseau Watershed Assessment meeting, 5/11/09: Facilitated discussion of the watershed assessment for the west interceptor.

Commissioner Walker reported on the following committee meetings: DNR Elk Depredation meeting, 5/5/09: Discussed elk depredation and funding. PILT payment meeting with Marty Vadis, Director of the DNR Land and Minerals, 5/6/09: Discussed land sales and restructuring of PILT program. Meeting with Senator Stumpf regarding sale of Con Con land, 5/6/09: Discussed public land sales. Meeting with Joe Martin and Ted Radintz, 5/6/09: Reviewed TB situation in northern Minnesota; discussed production of beef cattle in Roseau and surrounding counties.

Chair Swanson recessed the Board meeting at 9:45 a.m. The meeting reconvened at 10:00 a.m.

HIGHWAY DEPARTMENT

Roseau County Engineer Brian Ketring and District Representative Lou Tasa attended the Board meeting to open bids for Project No. SP 68-609-17, CSAH #9 Overlay Project. Three bids were received.

1. Minn-Dak Asphalt
Bid Amount: \$1,676,074.70
423 Zea Street
Thief River Falls, MN 56701
2. Knife River
Bid Amount: \$1,608,188.85
4101 Bemidji Ave. N
Bemidji, MN 56601
3. Central Specialties, Inc.
Bid Amount: \$1,875,790.16
6325 County Road 87 SW
Alexandria, MN 56308

Mr. Ketring notified the Board that after the State has reviewed and approved the bids, he will return to the Board for approval.

DISCUSSION

Commissioner Swanson asked the Board to consider funding lunch for the Criminal Justice Coordinating Committee meetings. These meetings are held from noon to 1:00 p.m. once a month as

this is the best time for all members to attend. For the past five months Commissioner Swanson has supplied the committee with lunch. Lunches for the future would be supplied by Aviaids' at a cost of \$2-\$3 per per son. Coordinator Klein will r esearch t his matter and pl ace i t on t he May 26, 2 009 agenda.

The Board discussed concerns expressed by constituents regarding increases in valuation. It was noted that valuation is determined by statute based on land classification and the local market. The county must stay within the 90% to 105% range or the Department of Revenue will override local assessments and adjust them. C oordinator Klein will invite Assessor Allen Heim to the next Board meeting to review the property valuation process and answer the Board's questions and concerns.

Upon motion carried, the Board adjourned the regular meeting at 11:20 a.m. The next regular meeting of the Board is scheduled for May 26, 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

ITEM # Consent 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
Approve Resolution Authorizing Administration of MN Housing Finance Agency's Family Homeless Prevention Assistance Program

***Background (Provide sufficient detail of the subject):**
NWCA has requested that the Board approve a resolution authorizing Tri County Opportunity Council to submit a proposal for funds from the Family Homeless Prevention and Assistance Program to assist people in Roseau County and to administer to the program guidelines, contingent upon funding being granted.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

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

ATTEST: Teresa Klein, Board Clerk



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

**RESOLUTION AUTHORIZING ADMINISTRATION OF
THE MINNESOTA HOUSING FINANCE AGENCY'S
FAMILY HOMELESS PREVENTION AND ASSISTANCE PROGRAM**

WHEREAS, the need for homeless prevention and assistance exists in Roseau County; and

WHEREAS, Tri-Valley Opportunity Council, Inc. desires to administer the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program in Roseau County in accordance with all applicable State and Federal regulations; and

WHEREAS, in order to administer the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program in Roseau County, it is necessary for Tri-Valley Opportunity Council, Inc. to file a resolution of approval executed by the Roseau County Board of Commissioners with the Minnesota Housing Finance Agency.

NOW THEREFORE BE IT RESOLVED, that Tri-Valley Opportunity Council, Inc. is hereby authorized to:

1. Submit a proposal to the Minnesota Housing Finance Agency for funds from the Family Homeless Prevention and Assistance Program to assist people in Roseau County.
2. Administer the Family Homeless Prevention and Assistance Program in Roseau County, according to the program guidelines, contingent upon funding being granted.

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 May 26, 2009.

(SEAL)

Teresa Klein
Roseau County Coordinator

ITEM # Consent 3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
Approve Board of Animal Health JPA for the Provision of Movement Certification Checks

***Background (Provide sufficient detail of the subject):**
The BAH has asked the Roseau County Sheriff's Department to assist in conducting trailer stops to check for animal movement permits per the USDA regulations for the Bovine TB Split State Status. Attached is the JPA for your review. The checks were to begin May 18, 2009. The number of stops being made by the State Patrol did not meet the USDA standard and could jeopardize the state's efforts to be in compliance with the USDA bovine TB eradication requirements. This is due in part because much of the cattle movement occurs on county and township roads vs. state highways where the State Patrol has jurisdiction.

***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

May 15, 2009

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

Dear Ms. Klein:

Trish, enclosed is the joint powers agreement between Roseau County and the Minnesota Board of Animal Health. Please endorse all three with an original signature, or signatures, in the "GOVERNMENTAL UNIT" signature area and 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.

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

Sincerely,

Barbara Troyer, Business Manager
Business Management Division

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Minnesota Board of Animal Health ("State"), 625 Robert Street North, St. Paul, MN 55155 and Minnesota Roseau County ("Governmental Unit"), 606 5th Avenue Southwest, Room 131, Roseau, MN 56751.

Recitals

Under Minn. Stat. § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of Joint Powers Agreement with Roseau County Sherriff's Office to monitor, detect, deter and investigate the potentially illegal movement of livestock on state, county, and township roads.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** May 18, 2009 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** April 17, 2010 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

The Board of Animal Health will enter into a Joint Powers Agreement with Roseau County to monitor, detect, deter and investigate the potentially illegal movement of livestock on state, county, and township roads. Refer to Attachment A.

3 Payment

Invoices

The State will promptly pay the Governmental Unit after the Governmental Unit presents monthly itemized invoices for the services actually performed and the State's Authorized Representative accepts the invoiced services.

Conditions of Payment

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

The total obligation of the State for all compensation and reimbursements to the Contractor under this contract will not exceed forty nine thousand eight hundred dollars (\$49,800.00).

4 Authorized Representatives

The State's Authorized Representative is Beth Thompson, Senior Veterinarian, 651-201-6844 or his/her successor. The Governmental Unit's Authorized Representative is Russell Walker, Commissioner, Roseau County, 606 5th Avenue Southwest, Room 131, Roseau, MN 56751, 218-463-4248.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this 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 agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this 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 agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Liability

The Governmental Unit will 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 agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

7 State Audits

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

8 Government Data Practices

The Governmental Unit 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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

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

9 Venue

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

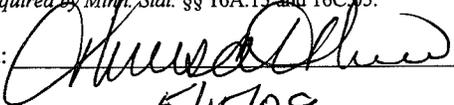
10 Termination

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 
Date: 5/15/09

CFMS Contract No. A- _____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

Distribution:
Agency
Governmental Unit
State's Authorized Representative - Photo Copy

Attachment A

May 13, 2009

RE: Livestock Vehicle Inspection

The Roseau County Sheriff's Office is dedicated to cooperating with all agencies in the eradication of Bovine TB in Northwestern Minnesota. The Sheriff's Office will provide assistance with livestock movement and enforcement specifically to monitor movement inter-zone and intra-zone. Additionally the Sheriff's Office will monitor pasture to pasture movement within Roseau County.

Per the Joint Powers Agreement between the Minnesota Board of Animal Health and Roseau County, for the contract period of May 18, 2009 to April 27, 2010, the Roseau County Sheriff's Office agrees to:

1. Monitor, patrol, detect, deter and investigate the potentially illegal movement of livestock within Roseau County on state, county, and township roads where cattle movement is expected.
2. Provide patrol during regular scheduled hours with enhanced patrol for this detail, outlined in the chart below, each week at a cost of \$50 per hour which includes wages, benefits, insurance, and patrol expenses.

Dates	Description	Cost	Number of Weeks	Total Cost
5/18/2009 – 6/20/08	5, 6 hr shifts @ \$50/Week	\$1,500	5 weeks	\$7,500
6/21/2009 – 10/10/2009	3, 6 hr shifts @ \$50/week	\$900	16 weeks	\$14,400
10/11/2009 – 11/21/2009	5, 6 hr shifts @ \$50/Week	\$1,500	6 weeks	\$9,000
11/22/2009 – 4/17/2010	3, 6 hr shifts @ \$50/week	\$900	21 weeks	\$18,900
T Total Cost				\$49,800

3. All stops and inspections will be documented on the Roseau County Special Events Log and the Livestock Vehicle Inspection Form.
4. Shifts will be dedicated to cattle movement but will not limit the deputy's ability to continue normal patrol duties.
5. In addition to specific movement permit enforcement detail assignments, all Roseau County Sheriff's Deputies on duty will be instructed to enforce the cattle movement restrictions.

If at any time if there is a change in procedure Roseau County will re-evaluate the process and make changes for the betterment of the cause.

ITEM # Consent 4

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date May 26 2009
--	-----------------------------------	---

***Subject Title (As it will appear on the agenda):**
MN Department of Veteran's Affairs Annual Report

***Background (Provide sufficient detail of the subject):**
Attached is a summary of the benefits received by veterans and dependents in Roseau County for 08-09. This is just for you to review and acknowledge.

***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



STATE OF MINNESOTA DEPARTMENT OF VETERANS AFFAIRS



20 West 12th Street, 2nd Floor • St. Paul, MN 55155 • Phone 651-296-2562 • Fax 651-296-3954
www.mdva.state.mn.us • 1-888-LinkVet

RECEIVED

MAY 16 2009

May 8, 2009

Ms. Trish Klein
Coordinator Roseau County
606 5th Avenue SW,
Roseau, MN 56751-1477

Dear Trish Klein:

Your County Veterans Service Office (CVSO) is an incredible asset to the economy of your County. Many veterans and dependents are not aware of the range and scope of benefits available to them, including programs that provide income, medical care, and nursing home care. An active CVSO can dramatically increase the use of these programs, while improving the quality of life for individuals living in your community.

Attached you will find a summary of the benefits received by veterans and dependents in your county for 2008 -2009. Please share this with all County Officials involved with your Veterans Service Office.

Each year the Minnesota Department of Veterans Affairs (MDVA) provides or monitors education and training for CVSOs. Points earned at these training sessions are applied towards Certification. In addition, each CVSO is required to pass a test administered by MDVA. If your CVSO maintains Certification every year, your county qualifies for a monetary Operational Improvement Grant every third year. I am pleased to inform you that your CVSO has successfully achieved Minnesota Department of Veterans Affairs Certification. If your CVSO has less than one year of service, your county may be eligible for this Grant.

Additionally, your CVSO can apply for the CVSO Enhancement Grant, which is available every year. This Grant is open and competitive, and awards are made based on the strength of the application and measurable outcomes. Please feel free to contact our Department if you need further information on this or any other MDVA Programs.

Thank you for your support of Minnesota's veterans and their dependents.

Sincerely,

A handwritten signature in black ink that reads "Clark Dyrud".

Clark Dyrud, Commissioner
Minnesota Department of Veterans Affairs

CC: Roseau County Veterans Service Officer

An Equal Opportunity Employer

ROSEAU COUNTY

	2007	2008
Total Veteran Population	1,261	1,245

VA Regional Office (VARO) Benefits Received

	Oct 06 - Sep 07	Oct 07 - Sep 08
Compensation and Pension	\$1,700,000	\$1,926,000
Vocational Rehabilitation and Education	\$44,000	\$41,000
Total Received	\$1,744,000	\$1,967,000
Dollars per Veteran	\$1,383	\$1,580

VA Medical Center (VAMC) Usage (Includes Inpatient & Outpatient Visits)

	Jan 07 - Dec 07	Jan 08 - Dec 08
Number of Veterans That Used Services	331	363
Percentage of Veterans That Used Services	26%	29%
Total Received	\$1,348,355	\$1,564,461
Dollars per Veteran	\$4,074	\$4,310

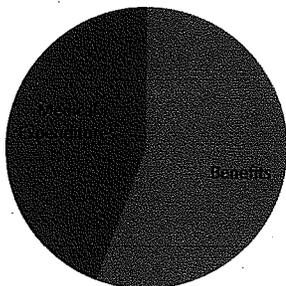
Minnesota Department of Veterans Affairs Benefits Received

	Jul 06 - Jun 07	Jul 07 - Jun 08
Subsistence	\$7,133.15	\$11,565.03
Dental/Optical	\$788.26	\$4,725.00
Total Received From Benefits Programs	\$7,921.41	\$16,290.03
CVSO Enhancement Grant	\$0.00	\$4,000.00
CVSO Operational Improvement Grant	\$0.00	\$2,800.00
Total Received From Grants	\$0.00	\$6,800.00
Total Received	\$7,921.41	\$23,090.03

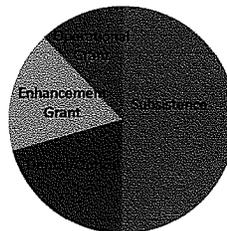
Total Of All Federal And State Dollars Your County Received in Veterans Benefits

TOTAL RECEIVED	\$3,100,276.41	\$3,554,551.03
DOLLARS PER VETERAN	\$2,458.59	\$2,855.06

2008 Federal Benefits



2008 State Benefits



ITEM # Consent 5

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
State of MN Grant Agreement for Remote Electronic Alcohol Monitoring

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

State of Minnesota
Department of Corrections
Community Services Division
Grants and Subsidies Unit
Office Memorandum

DATE: April 28, 2009

TO: Jule D. Hanson, Sheriff
Roseau County Sheriff's Office

FROM: Lynda Davis, Administrative Assistant
Grants & Subsidies Unit

RE: Grant Agreement Signatures

Enclosed is your grant agreement for fiscal years 2010 and 2011. Please sign or obtain the necessary signatures and return this document as soon as possible. You will receive a finalized copy upon execution.

If you have any questions, please feel free to call me at (651) 361-7166.

Enclosures

**STATE OF MINNESOTA
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its commissioner of corrections (State), and Roseau County Sheriff's Office (Grantee), 604 - 5th Avenue SW, Roseau, MN 56751-1476.

Recitals

1. Under § Minn. Statute 241.31, Subd. 7 the State is empowered to enter into this grant.
2. The State is in need of **Remote Electronic Alcohol Monitoring** programming.
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:** July 1, 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 agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** June 30, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide the programs and services described in Exhibit A which is attached and hereby incorporated by reference and made a term of this agreement.

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:

This sum includes awards for the purposes listed below in accordance with applicable law and payable in the manner outlined in this provision. The total obligation of the STATE for all payments to GRANTEE will not exceed the annual amounts stated for each grant. Adjustments to decrease the amount of the grant award will not require an amendment to the grant agreement, however it will require that a revised budget be submitted to the STATE's authorized representative. Adjustments to increase the amount of the grant award will require an amended grant agreement, as well as submission of a revised budget. Decreases and increases in grant awards only apply to competitive funding streams such as Remote Electronic Alcohol Monitoring (REAM), Restorative Justice and Sex Offender Programming.

Funds unspent in the first year of the grant period may be applied to the second year. In order for first year funds to apply to the second year, GRANTEE must submit a revised budget for FY 2010 to the STATE's Authorized Representative, signed by the GRANTEE's authorized signatory. The STATE's Authorized Representative has final approval of the request.

Compensation. The Grantee will be paid:

Fiscal Year 2010 (Year 1)

\$8,000	Remote Electronic Alcohol Monitoring
---------	--------------------------------------

Fiscal Year 2011 (Year 2)

\$8,000	Remote Electronic Alcohol Monitoring
---------	--------------------------------------

Any unused grant funds from Year 1 of the grant agreement may be applied to Year 2 of the grant agreement. Any unused grant funds from Year 1 will be spent in Year 2 before Year 2 funds are utilized.

Grant agreements for REAM, Restorative Justice and Sex Offender Programming will be reviewed for fund usage six months into the second year of grant agreement. If the GRANTEE has not used all of Year 1 funds and an appropriate portion of Year 2 funds at the time of the review, the grant funding for Year 2 will be reduced accordingly.

- (1) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (2) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed \$16,000.

4.2. **Payment**

- (1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: The GRANTEE must submit Financial Status Report forms on a quarterly basis. Payment for expenditures will be on a reimbursement basis.

Any reduction in funding may be made via a revised budget. Any increase in funding will require an amended grant agreement.

- (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 _____ 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 **Lina Jau** 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.

The Grantee's Authorized Representative is **Jule D. Hanson, Sheriff, Roseau County Sheriff's Office, 604 - 5th Avenue SW, Roseau, MN 56751-1476**. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

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**

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**

- 12.1 **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.

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

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant 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

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. § 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.

16 Fiscal Reporting Requirements

All requests for funds by Grantee shall be submitted to State within thirty (30) days after the end of the reporting period utilizing the format identified.

17 Program Evaluation

State shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of Grantee, which may include a site visit of Grantee or contact with other agencies in Grantee's service area, interviews with paid or volunteer staff and/or contact with service recipients of Grantee. State reserves the right to request additional information from Grantee to carry out its evaluation.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed	<i>Deborah A Conway</i>
Date	<i>04-27-09</i>
Encumbered:	<i>B27750</i>

2. GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the agreement on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

By	<i>Julie D Hantson</i>
Title	<i>Sheriff</i>
Date	<i>5-21-2009</i>

By	
Title	
Date	

3. STATE AGENCY:

Agency signatory approves grant agreement

By	
Title	
Date	

Distribution:
DOC Financial Services Unit
Grantee
State's Authorized Representative - Photo Copy

ITEM # Consent 6

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department	*Board Meeting Date
--	-----------------------------	--------------------------------------

***Subject Title (As it will appear on the agenda):**
Re-appoint Jeff Parker as Roseau County Veteran Service Officer

***Background (Provide sufficient detail of the subject):**
Jeff Parker's appointment is up. By statute the Board must formally reappoint him. She attached documents.

***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

2008 Minnesota Statutes

197.60 VETERANS SERVICE OFFICERS; APPOINTMENT; COMPENSATION.

Subdivision 1. **Appointment; administrative support.** The county board of any county except Clay County, or the county boards of any two or more counties acting pursuant to the provisions of section 197.602, shall appoint a veterans service officer and shall provide necessary clerical help, office space, equipment, and supplies for the officer, together with reimbursement for mileage and other traveling expenses necessarily incurred in the performance of duties; and may appoint one or more assistant veterans service officers who shall have the qualifications prescribed in section 197.601. The county board of Clay County may appoint a veterans service officer and assistant veterans service officers as provided in this subdivision. Subject to the direction and control of the veterans service officer, the assistant veterans service officer may exercise all the powers, and shall perform the duties, of the veterans service officer, and shall be subject to all the provisions of sections 197.60 to 197.606 relating to a veterans service officer. Every county officer and agency shall cooperate with the veterans service officer and shall provide the officer with information necessary in connection with the performance of duties.

Subd. 2. **Term.** Except as otherwise prescribed in sections 197.60 to 197.606, the term of appointment of a veterans service officer appointed pursuant to this section shall be for four years with the first 12 months of the initial appointment being a probationary period, unless removed for cause upon written charges and after a hearing thereon. If the board of county commissioners does not intend to reappoint a county veterans service officer who has been certified by the Department of Veteran Affairs, the board shall present written notice to the county veterans service officer, not later than 90 days before the termination of the county veterans service officer's term, that it does not intend to reappoint the county veterans service officer. If written notice is not timely made, the county veterans service officer must automatically be reappointed by the board of county commissioners.

Subd. 3. **Compensation.** Except as otherwise prescribed in sections 197.60 to 197.606, the county board shall fix the compensation of the veterans service officer and assistant veterans service officers which shall be paid in the same manner and at the same time as the county officers. The county board may fix the compensation of the veterans service officer at a level commensurate with other county officials with the same level of responsibility.

Subd. 4. **Tax levy.** In each county employing a veterans service officer, the county board may levy a tax annually sufficient to defray the estimated cost of all salaries and expenses necessarily incident to the performance by the veterans service officer of duties during the succeeding year, and to make up any deficiency in the fund raised for that purpose during the preceding year. The tax so levied may be levied in excess of and over and above all taxing limitations, including, but not restricted to, limitations based

upon population or local tax rates.

Subd. 5. **Oath.** Every county **veterans**, **service**, **officer**, before entering upon duties, shall take and subscribe the oath required of public officials.

History: 1945 c 96 s 1; 1947 c 408 s 1; 1949 c 583 s 1; 1973 c 350 s 1-3; 1978 c 625 s 1; 1986 c 444; 1988 c 699 s 4; 1988 c 719 art 5 s 84; 1Sp1989 c 1 art 2 s 11; 1991 c 123 s 3,4

2008 Minnesota Statutes

197.601 QUALIFICATIONS OF VETERANS SERVICE OFFICERS.

No person shall be appointed a veterans service officer under sections 197.60 to 197.606 without the following qualifications:

- (1) residence in the state of Minnesota;
- (2) citizenship in the United States;
- (3) veteran as defined in section 197.447;
- (4) education and training for the duties of veterans service officer;
- (5) knowledge of the law and the regulations and rulings of the United States

Veterans Administration applicable to cases before it and the administration thereof.

History: 1945 c 96 s 2; 1953 c 699 s 8; 1955 c 4 s 4; 1977 c 29 s 2; 1986 c 444

ITEM # Correspond.C & A
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date May 26 2009
--	-----------------------------------	---

***Subject Title (As it will appear on the agenda):**
 Letter from Lee Meier, Northwest MN Multi-County Housing and Redevelopment Authority

***Background (Provide sufficient detail of the subject):**
 See Attached Letter from Lee.

***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 24 2009

Northwest
Minnesota
Multi-County

**HOUSING &
REDEVELOPMENT
AUTHORITY**

HRA
P.O. Box 128
Mentor, MN 56736

Phone:
218-637-2431

Fax:
218-637-2433

Web:
www.nwminhra.org

Building Opportunity One Community at a Time.

April 23, 2009

Trish Harren
Roseau County Coordinator
606 5th Avenue SW
Roseau, MN 56751-1477

Re: Housing Authority programs.

Dear Trish,

I've enclosed a DVD, which gives an overview of HRA programs operated in our region. Our HRA board has reviewed the DVD and believes it would be informational for the County Board by giving them a better understanding of what's offered through our HRA Mentor, MN office in a condensed version. The DVD is about 8 minutes long and gives limited program details so you can get an idea of what's available and not be bored to tears.

If you need more detail I would be happy to meet with you and the board and expand on any programs of interest.

We believe that providing this DVD gives another look at the HRA other than just a bunch of numbers shared with the County Board once a year.

Thank you Trish and please call me at 218-637-2431 with any questions or comments.

Sincerely,



Lee Meier
Executive Director

Cc: HRA board

ITEM # FYI C & A
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
 Attached For Your Information

***Background (Provide sufficient detail of the subject):**
 1. Division of Forestry - Replacement of Keenan Bridge in BISF 2. DNR Office of the Revisor of Statutes, Administrative Rules, Proposed Rules Relating to Game and Fish

***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

Division of Forestry

804 Cherne Dr NW
Warroad, MN 56763
218-386-1304 Phone
218-386-1314 Fax

To whom it may concern,

The MN DNR is in the final stages of planning for the replacement of the Keenan Bridge, located along the Winner road at Hansen Creek (also known as the Hansen Creek Bridge).

The existing single-span steel truss bridge will be replaced with a three-span timber bridge with wooden abutments.

The bridge is located within the Beltrami Island State Forest in the SE ¼ SE ¼ SW ¼ Section 7, Township 159 N, Range 37 W, Roseau County.

The target date for applications of bids is currently the middle of June. Construction would begin late summer and it is with all intention to have the bridge completed by the end of October 2009.

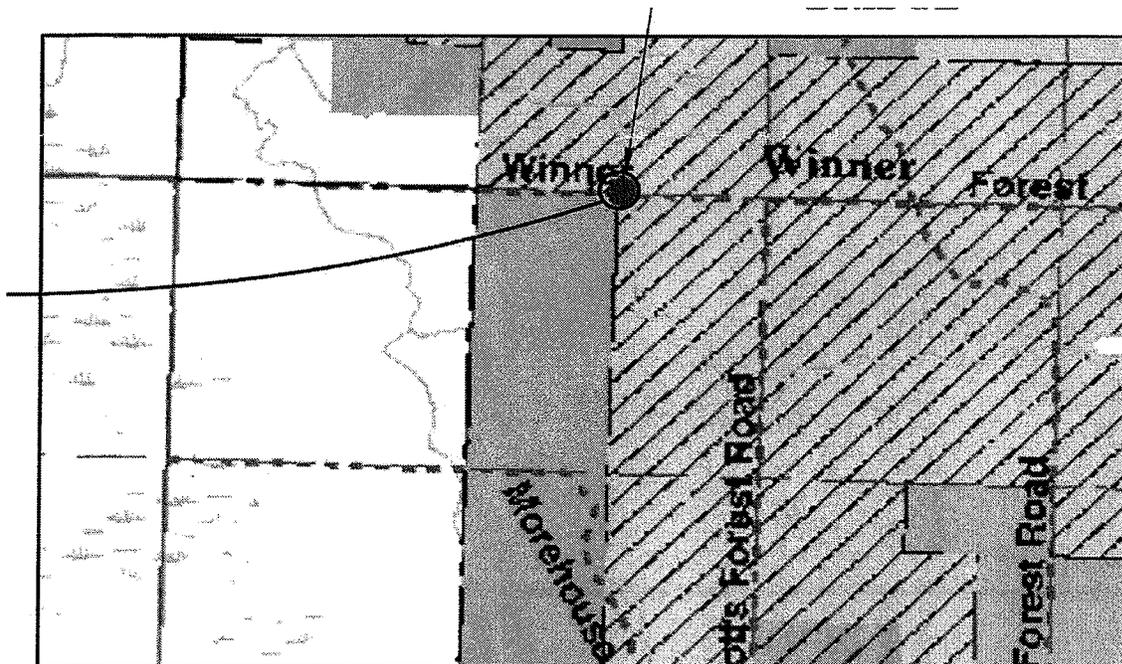
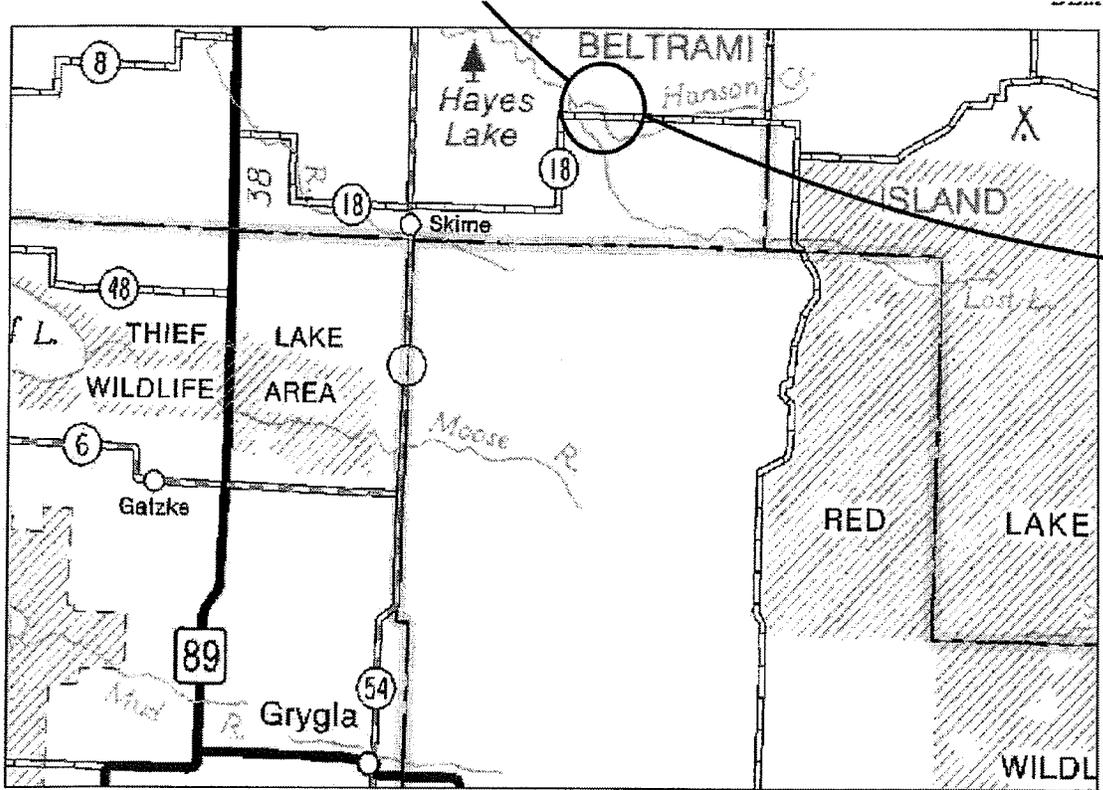
If you have any questions, please contact me at the above telephone number or by e-mail at dan.carroll@dnr.state.mn.us.

With regards,



Dan Carroll
Roads Forester
MN DNR
Warroad Area

Keenan Bridge Location Maps



NOTICE OF INTENT TO REPEAL OBSOLETE RULES

Proposed Repeal of Rules Governing Designation of Infested Waters and Notice, *Minnesota Rules*, part 6216.0300, subpart 1; and part 6216.0350

Introduction. The Department of Natural Resources (DNR) intends to repeal obsolete rules following the procedures set forth in the Administrative Procedure Act, *Minnesota Statutes*, section 14.3895.

Agency Contact Person. Comments or questions on the rules and written requests to proceed with an alternative process must be submitted to: Luke Skinner, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155-4025; phone-651-259-5140; FAX 651-296-1811, and *email* luke.skinner@dnr.state.mn.us. TTY users may call the Department of Natural Resources at 651-296-5484 or 1-800-657-3929.

Subject of Rules and Statutory Authority. The DNR proposes repealing obsolete rules governing designation of infested waters. The statutory authority to repeal the rules is Laws 2007, chapter 57, article 1, section 33, which amended *Minnesota Statutes*, section 84D.03, subdivision 1, to allow such designations to be made by written order of the commissioner and not subject to the rulemaking provisions of *Minnesota Statutes*, chapter 14. A copy of the proposed repeal is published in the *State Register* and attached to this notice as mailed. This notice supplements the notice published December 15, 2008, at 33 SR 1067.

Comments. You have until 4:30 p.m. on June 30, 2009, to submit written comment in support of or in opposition to the proposed repeal or any part or subpart of the repeal. Your comment must be in writing and received by the agency contact person by the due date. Comment is encouraged. Your comment should identify the portion of the rule proposed for repeal involved and the reason for the comment. You are encouraged to propose that any part or subpart not be repealed. Any comments that you would like to make on the legality of the proposed repeal must also be made during this comment period.

Request for an Alternative Process. If 25 or more people submit a written request, the agency will have to meet the requirements of sections 14.131 to 14.20 for rules adopted after a public hearing or the requirements of sections 14.22 to 14.28 for rules adopted without a public hearing, including preparation of a statement of need and reasonableness and the opportunity for a hearing. Your request must be in writing and must be received by the agency contact person by 4:30 p.m. on June 30, 2009. Your written request for an alternative process must include your name and address. You must identify the rule that you feel should not be repealed or state that you oppose the entire repeal. Any request that does not comply with these requirements is not valid and cannot be counted by the agency for determining whether an alternative process is necessary. You are also encouraged to state the reason for the request.

Modifications. The proposed repeal may be modified as a result of public comment. The modifications must be supported by comments and information submitted to the agency, but the modifications can only alter which rules or parts are repealed. If the proposed repeal affects you in any way, you are encouraged to participate in the repeal process.

Adoption and Review of Rules. If no alternative process is required, the agency may repeal the rules after the end of the comment period. The repealed rules and supporting documents will then be submitted to the Office of Administrative Hearings for review for legality. You may ask to be notified of the date the repeal is submitted to the office. If you want to be so notified, or want to receive a copy of the repealer, or want to register with the agency to receive notice of future rule proceedings, submit your request to the agency contact person listed above.

April 9, 2009



Mark Holsten, Commissioner
Department of Natural Resources

- 1.1 **Department of Natural Resources**
- 1.2 **Proposed Permanent Rule Relating to Designated Infested Waters**
- 1.3 **REPEALER. Minnesota Rules, parts 6216.0300, subpart 1; and 6216.0350, are repealed.**

Office of the Revisor of Statutes

Administrative Rules



RECEIVED
MAY 16 2009

TITLE: Proposed Permanent Rules Relating to Game and Fish

AGENCY: Department of Natural Resources

MINNESOTA RULES: Chapters 6230, 6232, 6234, 6236, 6237, and 6240

The attached rules are approved for
publication in the State Register

Cindy K. Maxwell

Cindy K. Maxwell
Senior Assistant Revisor

1.1 **Department of Natural Resources**

1.2 **Proposed Permanent Rules Relating to Game and Fish**

1.3 **6230.0200 SPECIAL PROVISIONS FOR WILDLIFE MANAGEMENT AREAS.**

1.4 [For text of subps 1 to 3, see M.R.]

1.5 Subp. 4. **Areas with hunting, trapping, and firearms restrictions.** The Bayport
1.6 Wildlife Management Area in Washington County, the Hastings Wildlife Management
1.7 Area in Dakota County, and the Raguet Wildlife Management Area in Scott and Carver
1.8 Counties are:

1.9 [For text of items A to C, see M.R.]

1.10 [For text of subp 5, see M.R.]

1.11 Subp. 6. **Areas closed to hunting only.** The following wildlife management areas
1.12 are closed to the hunting of all species:

1.13 A. Hearding Island and Interstate Island Wildlife Management Area Areas in
1.14 St. Louis County, the;

1.15 B. Pine City Wildlife Management Area in Pine County;

1.16 C. Wesley E. Olson Wildlife Management Area in Big Stone County;

1.17 D. Tom Cliff Wildlife Management Area in Waseca County;

1.18 E. Somsen Wildlife Management Area in Brown County;

1.19 F. that portion of the Perched Valley Wildlife Management Area located in
1.20 Section 6, Township 112 North, Range 13 West, and Section 31, Township 113 North,
1.21 Range 13 West, lying north and east of Highway 61; and the

1.22 G. Carl and Verna Schmidt and Bur Oak Wildlife Management Areas in
1.23 LeSueur County are closed to the hunting of all species.

1.24 [For text of subps 7 and 8, see M.R.]

2.1 Subp. 9. **Areas closed to firearms deer hunting.** The Lake Blanche Wildlife
 2.2 Management Area in Otter Tail County, the Gordon F. Yeager Wildlife Management Area
 2.3 in Olmstead County, and a portion of the Timber Lake Wildlife Management Area (as
 2.4 posted) in Jackson County are closed to firearms deer hunting.

2.5 [For text of subp 10, see M.R.]

2.6 Subp. 11. **Areas with other restrictions.**

2.7 [For text of items A and B, see M.R.]

2.8 C. The Bass Brook Wildlife Management Area in Itasca County is closed to
 2.9 trapping and firearms hunting. It is open to archery deer hunting.

2.10 D. The Mentel Wildlife Management Area in Mower County is closed to all
 2.11 firearms hunting, but open for trapping and archery hunting.

2.12 [For text of subp 12, see M.R.]

2.13 Subp. 13. Lead shot prohibited on posted managed dove fields. A person may
 2.14 not use or possess lead shot while hunting doves on posted managed dove fields in state
 2.15 wildlife management areas.

2.16 **6230.0290 BECKLIN HOMESTEAD PARK WILDLIFE MANAGEMENT AREA.**

2.17 The Becklin Homestead Park Wildlife Management Area is open to hunting and
 2.18 trapping during the established seasons only to disabled hunters and trappers who meet
 2.19 the requirements of Minnesota Statutes, section 97B.055, subdivision 3, paragraphs (a)
 2.20 and (b).

2.21 **6230.0295 VERMILLION HIGHLANDS WILDLIFE MANAGEMENT AREA.**

2.22 Subpart 1. **Hunting.** The Vermillion Highlands Wildlife Management Area located
 2.23 in Dakota County is closed to all hunting and trapping except:

2.24 A. archery, firearms, and muzzleloader deer hunting by special permit only;

3.1 B. pheasant hunting starting on the day following the close of the muzzleloader
3.2 deer season through the end of the statewide pheasant season;

3.3 C. late season goose hunting;

3.4 D. trapping by special permit only; and

3.5 E. spring turkey hunting.

3.6 Subp. 2. Restrictions on hunting. Persons may not hunt pheasants within
3.7 the Vermillion Highlands Wildlife Management Area except when their vehicles are
3.8 occupying designated pheasant hunting parking stalls in designated parking lots. Persons
3.9 other than those hunting pheasants in the Vermillion Highlands Wildlife Management Area
3.10 may not occupy a designated pheasant hunting parking stall in a designated parking lot.

3.11 **6230.0400 SPECIAL PROVISIONS FOR STATE GAME REFUGES.**

3.12 [For text of subps 1 to 8, see M.R.]

3.13 Subp. 9. Elizabeth and German Lake Game Refuge Refuges, Isanti County. The
3.14 Elizabeth and German Lake Game Refuge Refuges in Isanti County is are open to all
3.15 hunting and trapping, except waterfowl. Youth who are accompanied by a nonhunting
3.16 adult and participating in a mentoring program approved by the commissioner may hunt
3.17 Canada geese during the early goose season and waterfowl on youth waterfowl day.

3.18 [For text of items A to D, see M.R.]

3.19 [For text of subps 10 and 11, see M.R.]

3.20 Subp. 12. Fish Lake-Ann River Game Refuge, Kanabec County. The Fish
3.21 Lake-Ann River Game Refuge in Kanabec County is open to all hunting and trapping,
3.22 except waterfowl.

3.23 [For text of subp 13, see M.R.]

3.24 Subp. 14. [See repealer.]

4.1 [For text of subps 15 to 23, see M.R.]

4.2 Subp. 24. **Linn Lake Game Refuge, Chisago County.** The Linn Lake Game
4.3 Refuge in Chisago County is open to: all hunting and trapping.

4.4 A. ~~small game hunting, except waterfowl;~~

4.5 B. ~~trapping;~~

4.6 C. ~~deer and bear hunting by firearms; and~~

4.7 D. ~~deer and bear hunting by archery.~~

4.8 [For text of subps 25 to 32, see M.R.]

4.9 Subp. 33. **Ocheda Lake Game Refuge, Nobles County.** The Ocheda Lake Game
4.10 Refuge in Nobles County is open to ~~trapping;~~

4.11 A. small game hunting, except from the first day of the regular duck season
4.12 through December 1;

4.13 B. trapping;

4.14 C. waterfowl hunting on youth waterfowl day;

4.15 D. Canada goose hunting during the early and late seasons, except that hunting
4.16 is prohibited within 100 yards of surface water during the early goose season; and

4.17 E. deer hunting by firearms and archery, except from the first day of the regular
4.18 duck season through December 1.

4.19 Subp. 34. **Park Rapids Game Refuge, Hubbard County.** The Park Rapids Game
4.20 Refuge in Hubbard County is open to trapping and deer hunting by archery.

4.21 [For text of subps 35 to 38, see M.R.]

4.22 Subp. 39. **Rochester Refuge, Olmsted County.** The Rochester Refuge in Olmsted
4.23 County is open to:

5.1 A. small game hunting, except waterfowl other than geese. Geese may be
5.2 taken during the early goose season only;

5.3 [For text of items B to D, see M.R.]

5.4 [For text of subps 40 to 51, see M.R.]

5.5 **Subp. 52. Anoka and Isanti Counties Game Refuge, Anoka and Isanti Counties.**

5.6 The Anoka and Isanti Counties Game Refuge in Anoka and Isanti Counties is open to
5.7 firearms and archery deer hunting by permit.

5.8 **Subp. 53. Austin Game Refuge, Mower County.** The Austin Game Refuge in
5.9 Mower County is open to ~~deer hunting by archery~~ all hunting and trapping.

5.10 [For text of subps 54 to 58, see M.R.]

5.11 **Subp. 59. Lake Bemidji State Park, Beltrami County.** The southern unit of Lake
5.12 Bemidji State Park, located within the city limits of Bemidji, is open to deer hunting
5.13 by archery.

5.14 **6230.0700 LAC QUI PARLE SPECIAL PROVISIONS.**

5.15 [For text of subps 1 to 3, see M.R.]

5.16 **Subp. 4. Limitation on number of shells possessed.** Only persons hunting may
5.17 bring shotgun shells into the controlled hunting zone. A waterfowl or small game hunter
5.18 may not bring in more than ~~six~~ 12 shells per ~~day~~ trip or have in possession more than ~~six~~
5.19 12 shells at any one time.

5.20 [For text of subps 5 and 6, see M.R.]

5.21 **Subp. 7. Limitation on number of trips.** ~~Waterfowl and small game hunters are~~
5.22 ~~limited to three trips per season either as a guest or a successful applicant except when~~
5.23 ~~vacancies exist.~~ Hunters are limited to ~~one trip~~ two trips per day to the hunting stations.

5.24 **6230.0800 THIEF LAKE SPECIAL PROVISIONS.**

6.1 [For text of subps 1 to 4, see M.R.]

6.2 Subp. 5. **Limitation on number of shells possessed.** Only persons hunting may
6.3 bring shotgun shells into the controlled hunting zone. A hunter may not bring more than
6.4 ~~six~~ 12 shells per trip into the controlled hunting zone or have more than ~~six~~ 12 shells in
6.5 possession at any one time.

6.6 [For text of subps 6 and 7, see M.R.]

6.7 **6232.0200 DEFINITIONS.**

6.8 [For text of subps 1 to 9, see M.R.]

6.9 Subp. 10. **Antler point.** "Antler point" means an antler projection measuring at least
6.10 one inch in length when measured from the base to the tip.

6.11 Subp. 11. **Earn-a-buck hunt.** "Earn-a-buck hunt" means a hunt in which a hunter
6.12 must tag at least one antlerless deer before tagging a legal buck.

6.13 **6232.0300 GENERAL RESTRICTIONS FOR TAKING DEER.**

6.14 Subpart 1. ~~**Zone and date**~~ **Season options.** A firearm deer hunter may purchase a
6.15 firearm license valid for the regular firearms deer season or a youth firearms license. A
6.16 muzzleloader deer hunter may purchase a muzzleloader license valid for the muzzleloader
6.17 season, ~~a multizone buck license to take antlered deer in more than one zone, an all-season~~
6.18 ~~deer license, or a resident youth muzzleloader license.~~ A hunter purchasing a resident
6.19 youth license or a regular firearm license, including a hunter choosing a muzzleloader
6.20 option, must select only one of the zone and date options listed on the license. For the
6.21 regular firearm season, a hunter must select either the A or B season and this choice
6.22 option will be printed on the license at the time of purchase. A person may only hunt deer
6.23 by firearms within the ~~zone and date options~~ season option indicated on the person's
6.24 firearm license, except:

6.25 A. as prescribed in part 6232.1970, subpart 2, if adopted; and

7.1 B. a firearm license for any season option is valid in:

7.2 (1) the Metropolitan Deer Management Zone under part 6232.4700,
7.3 subpart 158, if adopted;

7.4 (2) deer permit areas open for early antlerless hunting; and

7.5 (3) the special bovine tuberculosis area (deer permit area 101).

7.6 [For text of subps 2 to 4, see M.R.]

7.7 Subp. 5. **Tagging.** The tag of the license valid for ~~the~~ taking of the deer must be
7.8 affixed around the tendon or bone of a hind leg, around the base of an antler, or through a
7.9 slit cut in either ear ~~so that the tag cannot be readily removed.~~

7.10 [For text of subps 6 and 7, see M.R.]

7.11 Subp. 8. **Bag limit.** A person may not tag more than one legal buck per calendar
7.12 year using any combination of licenses. A person may not tag more than one deer during a
7.13 license year by any method, except as authorized in items A to ~~D~~ H.

7.14 A. In Marshall, Kittson, Roseau, Lake of the Woods, and Pennington Counties
7.15 deer areas designated as managed or intensive, a person may tag ~~one~~ deer with a
7.16 regular an archery license and another with a regular, firearms license, including the or
7.17 muzzleloader option or multizone buck license. Both deer must be taken and registered
7.18 in this five-county area.

7.19 B. A person may tag a ~~second, third, fourth, or fifth~~ deer by archery, firearm, or
7.20 muzzleloader with a bonus permit in specified areas as prescribed in this chapter.

7.21 C. In no case may a person tag more than five deer per year by firearms,
7.22 archery, muzzleloader, or both all methods combined, except a ~~sixth~~ deer may be tagged
7.23 if the person takes a deer with a free landowner permit additional deer may be taken as
7.24 provided in items D, subitem (4); E; F; and G.

8.1 D. Except as provided in items E, F, and G, the total bag limits by deer permit
8.2 area are as follows:

8.3 (1) the total bag limit for lottery deer permit areas is one deer, ~~except~~
8.4 ~~all-season license holders may take two deer;~~

8.5 (2) the total bag limit for managed deer permit areas is two deer, ~~except~~
8.6 ~~all-season license holders may take up to three deer.~~ Archery, firearms, and muzzleloader
8.7 hunters using bonus permits may not harvest antlerless deer in more than one managed
8.8 deer permit area;

8.9 [For text of subitems (3) and (4), see M.R.]

8.10 E. Up to two antlerless deer may be taken in the early antlerless deer areas
8.11 as prescribed in part 6232.1750. These deer may be taken in addition to the bag limit
8.12 established in item C.

8.13 F. Hunters hunting in the Metropolitan Deer Management Zone under part
8.14 6232.4700, subpart 158, if adopted, may take and tag an unlimited number of deer.

8.15 G. Hunters hunting in the special bovine tuberculosis area (deer permit area
8.16 101) may take and tag an unlimited number of deer.

8.17 H. Muzzleloader and archery deer hunters hunting in deer permit areas 300 to
8.18 399 may take deer under the most liberal bag limits prescribed for the deer permit area.

8.19 [For text of subp 9, see M.R.]

8.20 **6232.1300 SEASONS FOR TAKING DEER BY FIREARMS.**

8.21 [For text of subps 1 to 4, see M.R.]

8.22 Subp. 4a. Metropolitan Deer Management Zone. Legal bucks and antlerless deer
8.23 may be taken in the Metropolitan Deer Management Zone beginning on the Saturday
8.24 nearest November 6 and ending on the last day of the final firearms deer season. The

9.1 Metropolitan Deer Management Zone is deer permit area 601 according to part 6232.4700,
9.2 subpart 158, if adopted.

9.3 [For text of subps 5 and 6, see M.R.]

9.4 **6232.1950 TAKING DEER BY FIREARMS OR MUZZLELOADERS UNDER**
9.5 **BONUS PERMITS.**

9.6 Subpart 1. **Purchase.** The purchase of a bonus permit is authorized for any person
9.7 who has purchased and presents a regular firearms or muzzleloader deer license for the
9.8 current year. Bonus permits may be purchased for one-half the cost of a regular license
9.9 from electronic license system agents, the Department of Natural Resources License
9.10 Center, and other authorized agents.

9.11 Subp. 2. **Restrictions.**

9.12 A. Bonus permits may be used to take antlerless deer ~~by firearms~~ during the
9.13 regular firearms and muzzleloader seasons ~~as follows:~~ if the person has a valid license
9.14 for that season.

9.15 ~~A B. for~~ During the regular firearms season, ~~hunters must have a regular~~
9.16 ~~firearms license valid for the appropriate zone and time option, except the muzzleloader~~
9.17 ~~option, to take deer under a bonus permit in the respective zone and time period for which~~
9.18 ~~the license is valid;~~ and muzzleloader seasons, one bonus permit may be used to take an
9.19 antlerless deer in one managed deer permit area as prescribed in part 6232.1750. Up to
9.20 four bonus permits may be used to take antlerless deer in intensive deer permit areas as
9.21 prescribed in part 6232.1750 and in special hunt areas as prescribed in part 6232.1600;
9.22 ~~and~~ or 6232.2100.

9.23 ~~B. for the muzzleloader season, one bonus permit may be used to take an~~
9.24 ~~antlerless deer in one managed deer permit area as prescribed in part 6232.1750. Up to~~
9.25 ~~four bonus permits may be used to take antlerless deer in intensive deer permit areas as~~
9.26 ~~prescribed in part 6232.1750 and in special hunt areas prescribed by the commissioner.~~

10.1 **6232.2100 MUZZLELOADER SEASON AND AREAS.**

10.2 Subpart 1. **Season.** The muzzleloader season is the 16-day deer season beginning
10.3 the Saturday nearest November 27. Special permit areas may be open for less than 16
10.4 days. ~~Persons selecting this season may not hunt deer by firearms during the regular~~
10.5 ~~firearms season.~~

10.6 Subp. 2. [See repealer.]

10.7 [For text of subp 3, see M.R.]

10.8 **6232.2800 GENERAL REGULATIONS FOR TAKING BEARS.**

10.9 Subpart 1. **Bag limit.** A person may not take more than one bear in quota areas and
10.10 two bears in no-quota areas during any calendar year whether by firearm or archery. Bears
10.11 taken may be of either sex or any age except that bear cubs may not be taken.

10.12 [For text of subps 2 to 8, see M.R.]

10.13 **6232.3100 BEAR NO-QUOTA AREA.**

10.14 Licenses for the no-quota area are not limited in number and may be purchased
10.15 ~~from a county auditor's office, county auditor's subagents in Pine, Kanabec, Roseau,~~
10.16 ~~and Marshall Counties, or the License Bureau~~ at an electronic licensing system (ELS)
10.17 agent, ELS-Internet, or ELS-Telephone. A person may not purchase a license for both a
10.18 quota area and the no-quota area in the same year. No-quota licenses are valid only in
10.19 the no-quota area.

10.20 **6234.0200 TAKING RUFFED GROUSE AND SPRUCE GROUSE.**

10.21 Subpart 1. **Open season.** Ruffed grouse and spruce grouse may be taken by firearm
10.22 or bow and arrow from the Saturday on or nearest September 16 to ~~December 31~~ January
10.23 1, except when January 1 is a Thursday, Friday, or Saturday, the season closes the
10.24 following Sunday.

11.1 [For text of subp 2, see M.R.]

11.2 **6234.0400 TAKING PHEASANTS.**

11.3 Subpart 1. **Open season.** Only cock (male) pheasants may be taken by firearm or
 11.4 bow and arrow from the Saturday on or nearest October 13 to ~~December 31~~ January 1,
 11.5 except when January 1 is a Thursday, Friday, or Saturday, the season closes the following
 11.6 Sunday. Shooting hours are from 9:00 a.m. to sunset each day.

11.7 [For text of subps 2 and 3, see M.R.]

11.8 **6234.0500 TAKING GRAY PARTRIDGE.**

11.9 Subpart 1. **Open season.** Gray (Hungarian) partridge may be taken by firearm or bow
 11.10 and arrow from the Saturday on or nearest September 16 to ~~December 31~~ January 1, except
 11.11 when January 1 is a Thursday, Friday, or Saturday, the season closes the following Sunday.

11.12 [For text of subp 2, see M.R.]

11.13 **6236.0900 SPECIAL PROVISIONS FOR TAKING TURKEYS.**

11.14 [For text of subps 1 to 5, see M.R.]

11.15 **Subp. 6. Hunting with aid of bait or feed prohibited.**

11.16 **A. A person may not hunt turkey:**

11.17 **(1) with the aid or use of bait or feed; or**

11.18 **(2) in the vicinity of bait or feed if the person knows or has reason to**
 11.19 **know that bait or feed is present.**

11.20 **B. An area is considered baited for ten days after the complete removal of**
 11.21 **all bait or feed.**

11.22 **C. For purposes of this subpart, "bait or feed" includes grains, fruits, vegetables,**
 11.23 **nuts, or other food that is capable of attracting or enticing turkey and that has been placed**

12.1 by a person. Food that has not been placed by a person and resulting from normal or
12.2 accepted farming, forest management, wildlife food plantings, orchard management, or
12.3 other similar land management activities is not bait or feed.

12.4 D. A person otherwise in compliance with this subpart who is hunting on
12.5 private or public property that is adjacent to property where bait or feed is present is not
12.6 in violation of this subpart if the person has not participated in, been involved with, or
12.7 agreed to baiting or feeding wildlife on the adjacent property.

12.8 **6240.0400 TAKING OF RAILS.**

12.9 Subpart 1. **Open season.** Sora and Virginia rails may be taken from September 1 to
12.10 ~~November 4~~ the end of woodcock season as prescribed under part 6240.0300. King rails
12.11 may not be taken or possessed.

12.12 [For text of subp 2, see M.R.]

12.13 **6240.0500 TAKING OF ~~WILSON'S~~ COMMON SNIPE.**

12.14 Subpart 1. **Open season.** ~~Wilson's~~ Common snipe (~~Jacksnipe~~) may be taken from
12.15 September 1 to ~~November 4~~ the end of woodcock season as prescribed under part
12.16 6240.0300.

12.17 Subp. 2. **Daily limit.** A person may not take more than eight ~~Wilson's~~ common snipe
12.18 per day during the open season.

12.19 **6240.0610 YOUTH WATERFOWL HUNTING DAYS.**

12.20 Subpart 1. **Dates, eligibility, and license requirements.** Ducks, mergansers, coots,
12.21 moorhens, and Canada geese may be taken statewide on ~~special youth waterfowl hunting~~
12.22 ~~days~~ the Saturday nearest September 17 by hunters 15 years of age or younger. An adult
12.23 mentor 18 years of age or older, who is authorized by the youth's parent or guardian, must

13.1 accompany the youth hunter at all times during the hunt. The accompanying adult may
13.2 not hunt. No hunting license or waterfowl stamps are required.

13.3 [For text of subps 2 and 3, see M.R.]

13.4 **6240.1750 TAKING GEESE IN NORTHWEST GOOSE ZONE.**

13.5 Subpart 1. **Open season.** The open season for taking Canada geese in the Northwest
13.6 Goose Zone, described in part 6240.0860, begins the first Saturday in September, except
13.7 the season begins on Sunday, September 1, in any year when the first Saturday falls on
13.8 September 7. The season closes on September ~~15~~ 22.

13.9 Subp. 2. **Daily limits.** A person may not take more than ~~two~~ five Canada geese
13.10 per day during the early season.

13.11 **6240.1850 REFUGES OPEN TO THE TAKING OF GEESE.**

13.12 [For text of subp 1, see M.R.]

13.13 Subp. 2. **Game refuges.** The Fox Lake Game Refuge in Martin County and the Saint
13.14 James Game Refuge in Watonwan County are open to goose hunting during the first three
13.15 days of the regular goose season in the respective zones in which they are located. The
13.16 Fox Lake Game Refuge is open to goose hunting from the last Saturday ~~on or nearest~~
13.17 ~~November 26~~ of the December Canada goose season to the end of the goose season in
13.18 the zone in which it is located, except there is no goose hunting within 100 yards of Fox
13.19 and Temperence Lakes.

13.20 Subp. 3. **Waterfowl refuges.** The Harstad Slough Waterfowl Refuge in Stevens
13.21 County is open to Canada goose hunting during the early September goose season. The
13.22 Mud-Bardwell Waterfowl Refuge in Martin County is open to Canada goose hunting from
13.23 the Saturday on or nearest ~~October 30~~ November 1 to the end of the goose season in the
13.24 zone in which it is located, except there is no goose hunting within 100 yards of Mud and
13.25 Bardwell Lakes. The Rickert Lake Waterfowl Refuge in Steele County is open to Canada

14.1 goose hunting during the early September goose season. The waterfowl sanctuary within
 14.2 this refuge is closed to hunting and trespass, as posted.

14.3 **6240.2100 DESIGNATED MIGRATORY WATERFOWL FEEDING AND**
 14.4 **RESTING AREAS.**

14.5 Subpart 1. **Designation of entire lakes.** The following lakes are designated as
 14.6 migratory waterfowl feeding and resting areas:

14.7	Name	Location	County
14.8	A. Bakers Lake	T.114N; R.29W	McLeod
14.9	B. Bear Lake	T.101N; R.22W	Freeborn
14.10	C. Big Rice Lake	T.140, 141N; R.26W	Cass
14.11	D. Cottonwood Lake	T.106N; R.25W	Blue Earth
14.12	E. Diamond Lake	T.110N; R.23W	Le Sueur
14.13	F. Dora Lake	T.110N; R.23W	Le Sueur
14.14	G. Lake Johanna	T.123N; R.36W	Pope
14.15	H. Lake Lillian	T.117N; R.33, 34W	Kandiyohi
14.16	I. Little Puposky Lake	T.149N; R.33, 34W	Beltrami
14.17	J. Mud Lake	T.131N; R.43W	Otter Tail
14.18	K. Mud Lake	T.114N; R.26W	Sibley
14.19	L. Nelson Lake	T.124N; R.38W	Pope
14.20	M. Oakleaf Lake	T.110N; R.26W	Nicollet
14.21	N. Pleasant Lake	T.113N; R.23W	Scott
14.22	O. Puposky Lake	T.149N; R.33, 34W	Beltrami
14.23	P. Rice Lake	T.148, 149N; R.27W	Itasca
14.24	Q. Rice Lake	T.111N; R.23W	Le Sueur
14.25	R. Sanborn Lake	T.112N; R.23W	Le Sueur
14.26	S. Scotch Lake	T.110N; R.25W	Le Sueur
14.27	T. Squaw Lake	T.148, 149N; R.27W	Itasca
14.28	U. Tiger Lake	T.115N; R.26W	Carver
14.29	V. Turtle Lake	T.148N; R.39W	Polk

15.1	W.	Unnamed Lake	T.114N; R.29W; S.28	McLeod
15.2	X.	Upper Rice Lake	T.145N; R.36, 37W	Clearwater
15.3	Y.	Wagonga Lake	T.118, 119N; R.34, 35W	Kandiyohi
15.4	Z.	Washington Lake	T.114N; R.26W	Sibley
15.5	<u>AA.</u>	<u>Goose Lake</u>	<u>T.143N; R.23W</u>	<u>Cass</u>
15.6	<u>BB.</u>	<u>Lake Henry</u>	<u>T.110N; R.25W</u>	<u>Le Sueur</u>
15.7	<u>CC.</u>	<u>Mud Lake</u>	<u>T.144N; R.23W</u>	<u>Cass</u>
15.8	<u>DD.</u>	<u>Thielke Lake</u>	<u>T.122N; R.46W</u>	<u>Big Stone</u>

15.9 [For text of subps 2 to 9, see M.R.]

15.10 REPEALER. Minnesota Rules, parts 6230.0400, subpart 14; 6230.1200; 6232.0100,

15.11 subpart 5; 6232.2100, subpart 2; 6237.0600; and 6237.0700, are repealed.

Minnesota Department of Natural Resources

Division of Fish and Wildlife

DUAL NOTICE: Notice of Intent to Adopt Rules Without a Public Hearing Unless 25 or More Persons Request a Hearing, And Notice of Hearing If 25 or More Requests For Hearing Are Received

Proposed Amendment to Rules Relating to Game and Fish, *Minnesota Rules*, chapters 6230, 6232, 6234, 6236, 6237, 6240; and

Proposed Repeal of Rules Relating to Relating to Game and Fish, *Minnesota Rules*, part 6230.0400, subpart 14; 6230.1200; 6232.0100, subpart 5; 6232.2100, subpart 2; 6237.0600, and 6237.0700.

Introduction. The Department of Natural Resources (DNR) intends to adopt rules without a public hearing following the procedures in the rules of the Office of Administrative Hearings, *Minnesota Rules*, parts 1400.2300 to 1400.2310, and the Administrative Procedure Act, *Minnesota Statutes*, sections 14.22 to 14.28. If, however, 25 or more persons submit a written request for a hearing on the rules by 4:30 p.m. on June 26, 2009, the DNR will hold public hearings on Wednesday, July 8, 2009, at the DNR Central Office, 500 Lafayette Road, St. Paul, Minnesota 55155 at these times:

2:00 p.m. in the Second Floor Conference Room

6:30 p.m. in the Sixth Floor Conference Room

To find out whether the DNR will adopt the rules without a hearing or if it will hold the hearing, you should contact the agency contact person after June 26 and before July 8.

Agency Contact Person. Submit any comments or questions on the rules or written requests for a public hearing to the agency contact person. The agency contact person is: Jason Abraham at Department of Natural Resources, 500 Lafayette Road, Saint Paul, Minnesota, 55155-4020, phone 651-259-5197, FAX 651-297-4961, and *email* jason.abraham@dnr.state.mn.us. TTY users may call the DNR at 651-296-5484 or 1-800-657-3929.

Subject of Rules and Statutory Authority. The proposed rules cover a variety of areas pertaining to wildlife including:

- Special provisions for some Wildlife Management Areas, State Game and Waterfowl Refuges, waterfowl Controlled Hunting Zones and migratory feeding and resting areas.
- Definitions for terms used in special deer hunts
- Rules pertaining to national wildlife refuges and federal waterfowl production areas
- Deer zone and date options, deer tagging procedure and deer license validation procedures
- Bag limits for deer in intensive, managed, lottery, early season deer areas and metro and bovine tuberculosis deer management zones
- Seasons for taking deer by firearms in the metro deer management zone
- Muzzleloader deer seasons and areas

- Bag limit for bears outside quota areas
- License procedures for taking bear outside quota areas
- Seasons for taking ruffed and spruce grouse, pheasants and gray partridge
- Restrictions on using bait to take turkeys
- Seasons for taking sora and Virginia rails and common snipe
- Provisions for the harvest of prairie chickens
- Youth waterfowl hunting date
- Season and bag limit for taking geese in the northwest goose zone

The proposed rules also repeal *Minnesota Rules*, parts 6230.0400, subpart 14; 6230.1200; 6232.0100, subpart 5; 6232.2100, subpart 2; 6237.0600; 6237.0700.

The statutory authority to adopt or repeals the rules is *Minnesota Statutes*, sections 86A.06, 97A.045, 97A.091, 97A.092, 97A.095, 97A.137, 97A.401, 97A.411, 97A.535, 97B.112, 97B.301, 97B.305, 97B.311, 97B.411, 97B.505, 97B.515, 97B.605, 97B.711, 97B.715, 97B.716, 97B.716, 97B.731, and 97B.803.

A copy of the proposed rules is published in the *State Register* and attached to this notice as mailed or may be accessed at <http://www.dnr.state.mn.us/input/rules/wildliferules/index.html>. A free copy of the rules is also available upon request from the agency contact person listed above.

Comments. You have until 4:30 p.m. on Friday, June 26, 2009, to submit written comment in support of or in opposition to the proposed rules or any part or subpart of the rules. Your comment must be in writing and received by the agency contact person by the due date. Comment is encouraged. Your comments should identify the portion of the proposed rules addressed, the reason for the comment, and any change proposed. You are encouraged to propose any change that you desire. You must also make any comments about the legality of the proposed rules during this comment period.

Request for a Hearing. In addition to submitting comments, you may also request that the DNR hold a hearing on the rules. You must make your request for a public hearing in writing, which must be received by the agency contact person by 4:30 p.m. on Friday, June 26, 2009. You must include your name and address in your written request. In addition, you must identify the portion of the proposed rules that you object to or state that you oppose the entire set of rules. Any request that does not comply with these requirements is not valid and the agency cannot count it when determining whether it must hold a public hearing. You are also encouraged to state the reason for the request and any changes you want made to the proposed rules.

Withdrawal of Requests. If 25 or more persons submit a valid written request for a hearing, the DNR will hold a public hearing unless a sufficient number of persons withdraw their requests in writing. If enough requests for hearing are withdrawn to reduce the number below 25, the agency must give written notice of this to all persons who requested a hearing, explain the actions the agency took to effect the withdrawal, and ask for written comments on this action. If a public hearing is required, the agency will follow the procedures in *Minnesota Statutes*, sections 14.131 to 14.20.

Alternative Format/Accommodation. Upon request, the DNR can make this Notice available in an alternative format, such as large print, Braille, or cassette tape. To make such a request

or if you need an accommodation to make this hearing accessible, please contact the agency contact person at the address or telephone number listed above.

Modifications. The DNR may modify the proposed rules, either as a result of public comment or as a result of the rule hearing process. It must support modifications by data and views submitted to the agency or presented at the hearing. The adopted rules may not be substantially different than these proposed rules unless the DNR follows the procedure under *Minnesota Rules*, part 1400.2110. If the proposed rules affect you in any way, the DNR encourages you to participate in the rulemaking process.

Cancellation of Hearing. The DNR will cancel the hearing scheduled for July 8, 2009, if the agency does not receive requests for a hearing from 25 or more persons. If you requested a public hearing, the agency will notify you before the scheduled hearing whether the hearing will be held. You may also call the agency contact person at (651) 259-5197 after June 26, 2009 to find out whether the hearing will be held.

Notice of Hearing. If 25 or more persons submit valid written requests for a public hearing on the rules, the DNR will hold a hearing following the procedures in *Minnesota Statutes*, sections 14.131 to 14.20. The DNR will hold the hearing on the date and at the time and place listed above. The hearing will continue until all interested persons have been heard. Administrative Law Judge Manuel J. Cervantes is assigned to conduct the hearing. Judge Cervantes can be reached at the Office of Administrative Hearings, 600 North Robert Street, P.O. Box 64620, Saint Paul, Minnesota 55164-0620, telephone (651) 361-7945, and FAX 612-361-7936.

Hearing Procedure. If the DNR holds a hearing, you and all interested or affected persons, including representatives of associations or other interested groups, will have an opportunity to participate. You may present your views either orally at the hearing or in writing at any time before the hearing record closes. All evidence presented should relate to the proposed rules. You may also submit written material to the Administrative Law Judge to be recorded in the hearing record for five working days after the public hearing ends. At the hearing the Administrative Law Judge may order that this five-day comment period is extended for a longer period but not more than 20 calendar days. Following the comment period, there is a five-working-day rebuttal period when the agency and any interested person may respond in writing to any new information submitted. No one may submit additional evidence during the five-day rebuttal period. The Office of Administrative Hearings must receive all comments and responses submitted to the Administrative Law Judge no later than 4:30 p.m. on the due date. All comments or responses received will be available for review at the Office of Administrative Hearings. This rule hearing procedure is governed by *Minnesota Rules*, parts 1400.2000 to 1400.2240, and *Minnesota Statutes*, sections 14.131 to 14.20. You may direct questions about the procedure to the Administrative Law Judge.

The agency requests that any person submitting written views or data to the Administrative Law Judge before the hearing or during the comment or rebuttal period also submit a copy of the written views or data to the agency contact person at the address stated above.

Statement of Need and Reasonableness. The statement of need and reasonableness contains a summary of the justification for the proposed rules, including a description of who will be affected by the proposed rules and an estimate of the probable cost of the proposed rules. It is now available from the agency contact person. You may review or obtain copies for the cost of reproduction by

contacting the agency contact person. The SONAR will also be available online at <http://www.dnr.state.mn.us/input/rules/wildliferules/index.html>.

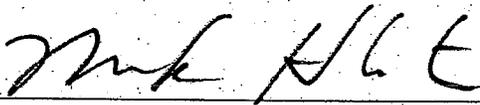
Lobbyist Registration. *Minnesota Statutes*, chapter 10A, requires each lobbyist to register with the State Campaign Finance and Public Disclosure Board. Ask any questions about this requirement of the Campaign Finance and Public Disclosure Board at: Suite 190, Centennial Building, 658 Cedar Street, St. Paul, Minnesota 55155, telephone 651-296-5148 or 1-800-657-3889.

Adoption Procedure if No Hearing. If no hearing is required, the agency may adopt the rules after the end of the comment period. The DNR will submit the rules and supporting documents to the Office of Administrative Hearings for review for legality. You may ask to be notified of the date the rules are submitted to the office. If you want either to receive notice of this, to receive a copy of the adopted rules, or to register with the agency to receive notice of future rule proceedings, submit your request to the agency contact person listed above.

Adoption Procedure After a Hearing. If a hearing is held, after the close of the hearing record, the Administrative Law Judge will issue a report on the proposed rules. You may ask to be notified of the date that the Administrative Law Judge's report will become available, and can make this request at the hearing or in writing to the Administrative Law Judge. You may also ask to be notified of the date that the agency adopts the rules and the rules are filed with the Secretary of State by requesting this at the hearing or by writing to the agency contact person stated above.

Order. I order that the rulemaking hearing be held at the date, time, and location listed above.

5-12-09, 2009
Date



Mark Holsten
Commissioner

JACK SWANSON COMMITTEE REPORTS

MAY 13, 2009 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE (ST PAUL); heard presenters on improving the Minnesota corrections bottom line; Bob Johnson (Anoka County Attorney) & Mark Sizer (Stearns County Community Corrections Director) offered a powerpoint suggesting a human services approach in the justice context would offer better service at a lower price. also heard from Dan Cain (RSEden) on chemical dependency; and from Bob Rafferty & Babak Armanjani on a proposal to shift 1650 low-risk state prisoners to county corrections (with state funding) to lower incarceration costs. also heard from U of M athletics director Joel Maturi in our new Minnesota leaders and innovators portion.

MAY 14, 2009 - A.M.C. FUTURES TASK FORCE (ST PAUL); did an implications wheel exercise, based on the previous day's corrections redesign ideas.

MAY 14, 2009 - STATE CAPITOL; saw Sen. Dave Tomassoni (DFL, Chisholm)

MAY 18, 2009 - ROSEAU COUNTY COMMITTEE ON AGING; approved a volunteer driver policy for senior medical travel; senior medical travel had a \$1950 shortfall in April; several committee members have agreed to take shifts at the county booth at the Roseau County Fair (and RCCOA will donate a ride card for a drawing box).

MAY 19, 2009 - ROSEAU COUNTY SOCIAL SERVICES BOARD

MAY 19, 2009 - BOVINE T-B STAKEHOLDERS MEETING; offered several innovative ideas to DNR, Board of Animal Health and Minnesota Department of Agriculture related to cattle movement certificates; the state agencies agreed to consider those ideas.

MAY 20, 2009 - HOUSEHOLD HAZARDOUS WASTE COMMITTEE (BAGLEY); talked about new paint stewardship bill, approved by legislature - July 1, retailers will be charging 35 cents more per can of paint (quart sized and larger), with the money going to a program to recycle that paint. HHW Committee took a position of opposition to the plan, which was part of the AMC platform, citing duplication of an already existing recycling program.

MAY 22, 2009 - ITV A.M.C. LEGISLATIVE CONFERENCE?

Trish Klein

From: Alan Johnston [anj1@centurytel.net]
Sent: Thursday, May 21, 2009 10:40 AM
To: Katie Haws
Cc: Todd Beckel; Trish Klien
Subject: Winter Road

Katie

After some though I feel that on page 11 about the counties should be modified if it is going to be mentioned. The state of Minnesota decided that northern MN (particularly NW) would best be suited to agriculture, however some areas would need drainage. The state mandated that homesteaders or buyers of the land would be furnished drainage. If the County refused the landowner could petition the court and force the county to form a legal drainage ditch such as the ones in this area (JD 62 and JD 23). The ditch system is owned by the people who owned the property in the benefited area and they were levied a amount that had to be paid on the property tax or the property would forfeit for back taxes (you cannot pay only the part of the tax you want to pay). The catch for the Counties was the state also mandated that the counties issued the bonds to pay for the ditches which the counties didn't own. When a majority of the lands weren't productive and taxes not paid the counties didn't collect the funds to pay the bonds. The state then had to pickup the bonds that the counties were mandated to purchase to save credit ratings. This was the start of the Con-Con debate. The counties also share in the blame as many ditch systems were built for transportation purposes (ditch grades) and not agriculture. On the positive side without drainage NW minnesota (which has some of the most productive land in the world) would not be the agriculture giant it is now. A large percent of the original land that was forfeited was sold and is still in production.

This is too short to cover the issue but is generally the counties stand.

Alan

ITEM # Anderson Appt
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department	*Board Meeting Date
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***Subject Title (As it will appear on the agenda):**
 River Oaks Addition

***Background (Provide sufficient detail of the subject):**
 Matt Anderson requested to meet with the Board to discuss the ongoing concern regarding the township roads leading into the River Oaks Addition. You will recall he met with the Board previously on May 9, 2006 regarding this matter. See attached excerpt from the May 9, 2006 Proceedings.

***Financial Consideration:**

***Legal Consideration:**
 Roseau County has no legal jurisdiction over the roads in question.

***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

May 9, 2006

The Board of Commissioners of Roseau County, Minnesota met in the courthouse in the City of Roseau, Minnesota on Tuesday, May 9, 2006, at 8:30 a.m.

EXCERPT

MATT ANDERSON APPOINTMENT

Matt Anderson, representing the thirty-nine residents of River Oaks Subdivision met with the Board to request assistance in finding a solution to the long-standing maintenance issue on the road into River Oaks Subdivision. Mr. Anderson presented a packet of information that included: the names and property tax information of the residents of River Oaks Subdivision; a letter from Roseau Independent School District 682 indicating that due to the condition of the road, they would no longer be able to drive in to pick up students; a letter from the Roseau Volunteer Fire Department expressing concern regarding their ability to provide service to residents due to the impassable condition of River Oaks Drive; a letter from the Roseau Postmaster requesting that the condition of River Oaks Drive be addressed to insure the safety of its mail carrier; a letter from Hammer Sanitation regrettably informing residents of River Oaks Subdivision of a potential lapse in service due to the condition of the road; and twenty-one 8"x10" color photos illustrating the condition of the road.

Roseau County is not the road authority for the road in question, and does not have the legal authority to direct the activities of the townships that are the road authority; however, the Board invited representatives of the townships to attend the meeting. Curt Kjar was present representing Malung Township and Tom Johnson was present representing Stafford Township. Greg Dahl from the Roseau County Highway Department was present to answer questions regarding ideas and costs for road repair. In 2000, River Oaks Subdivision residents residing in Stafford Township presented a petition to be annexed into Malung Township to the Roseau County Board. Stafford Township was opposed to the petition and it did not go forward. Stafford Township agreed to take over maintenance of the road if the subdivision owner would put four inches of gravel on the road. That was done, however the problem is structural and the addition of gravel was only a short-term solution. After discussion, Curt Kjar and Tom Johnson assured the represented landowners that they will bring the matter before their respective Boards, appoint a committee to negotiate solutions, and make the necessary repairs to the road.

ITEM # Environ Serv
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Pelowski, Jeff	*Department Environmental Services	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
 Environmental Services Office Appointment

***Background (Provide sufficient detail of the subject):**
 Environmental Services Officer Jeff Pelowski will meet with the Board on a number of matters as follows:
 1. Bid Opening - see attached advertisement for bids
 Heavy Duty Truck/Hook Lift System
 2. Accept Resignation of Fred Clasen
 3. Authorize Filling Transfer Station Supervisor

***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

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Roseau County Auditor at the Roseau County Courthouse; 606 5th Avenue SW, Room 160, Roseau, Minnesota, 56751; until **4:30 p.m., Friday, May 22, 2009**, for the purchase of the following equipment:

- 1) One (1) Heavy Duty Truck; and
- 2) One (1) Hooklift System.

The equipment listed above shall be bid together in one package. Specifications may be obtained from the Roseau County Environmental Office; 606 5th Avenue SW, Room 150, Roseau, Minnesota, 56751; (Phone: 218-463-3750); and/or the Roseau County Auditor's Office; 606 5th Avenue SW, Room 160, Roseau, Minnesota, 56751; (Phone: 218-463-1282).

The sealed bids received by the specified deadline will be opened by the Roseau County Board of Commissioners at **11:00 a.m. on Tuesday, May 26, 2009**, at the Roseau County Courthouse, Commissioner's meeting room 110, Roseau, Minnesota.

All bids must be accompanied by a certified check, cashier's check, or bidder's bond for not less than 5% of the amount of the proposed bid. The right is reserved to reject any or all of the bids, or parts of bids, and to waive any irregularities in the bids submitted.

Dated this 14th day of April, 2009.

/s/ Anne K. Granitz
Anne K. Granitz
Roseau County Auditor

Publish the weeks of April 20th and 27th.



Employment Opportunity

Position: TRANSFER STATION / DEMOLITION LANDFILL OPERATOR

Roseau County is accepting applications for a regular full-time Transfer Station / Demolition Landfill Operator. This is a benefited non-exempt Grade 6 position with a salary range of \$17.33 to \$21.78 per hour, depending on experience.

This position is responsible for the day-to-day operation and administration of the County Solid Waste Transfer Station and Demolition Landfill. This is considered a supervisory position.

Minimum qualifications include a high school degree / GED; Class A Driver's License (CDL), with over-the-road driving experience; MPCA Demolition Landfill Operator's License (Type I I or I II), or the ability to secure that required State certification within 6 months of hire; experience operating miscellaneous heavy equipment (front-end loaders, bulldozers, etc); experience supervising employees; the ability to exercise good judgment in evaluating situations and making effective decisions; and the ability to establish and maintain effective working relationships with various agencies, department staff, and the general public.

Applications may be obtained from the County Coordinator by email at trish.klein@co.roseau.mn.us, online at the Roseau County website at <http://co.roseau.mn.us> or by calling 218-463-4248. Completed applications, along with a cover letter and resume, may be submitted to: Trish Klein, Roseau County Coordinator, 606 5th Ave SW, Room 131, Roseau, MN. Closing date is Monday, June 15, 2009.

For a detailed Job Description and/or specific job-related questions, please contact the Roseau County Environmental Office at 218-463-3750.



TRANSFER STATION/DEMOLITION LANDFILL OPERATOR

Department: Environmental	FLSA Status: Non-Exempt
Supervisor: Environmental Officer	Position Status: Regular Full-Time
Prepared by: Environmental Officer	Salary Grade: 6
Union Status: Non-Union	Revision Date: May, 2009

Job Summary:

Under the general supervision of the Environmental Officer, this position is responsible for the day-to-day operations and administration of the solid waste transfer station and demolition landfill facilities. This position is responsible for the direct supervision of the transfer station/demolition landfill employees. The position is responsible for insuring compliance with MPCA and MnDOT standards in the performance of job responsibilities and maintaining MPCA certification.

Essential Duties and Responsibilities:

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

1. Operate and maintain the transfer station and demolition landfill, per county and MPCA requirements.
2. Supervise facility employees; including preparation of work schedules, conduct job performance evaluations, and ensure County policies are followed.
3. Participate in facility planning with the County Environmental Officer.
4. Coordinate hauling schedules with the disposal facility.
5. Purchase all necessary parts and shop/office supplies.
6. Inspection and sorting of solid waste materials and recyclables, per MPCA standards.
7. Operation of demolition landfill; including the placement, compaction and covering of waste material per MPCA standards.
8. Insure grounds and storage areas are maintained per MPCA standards.
9. Operate heavy equipment to load, consolidate and transport waste; including, front-end loaders, knuckle-boom truck, dump truck, heavy duty semi-trucks and trailers and hooklift/container systems.
10. Operate heavy equipment to place, compact and cover demolition waste; including, bulldozers, front-end loaders and dump truck.
11. Operate heavy equipment to maintain grounds and recycling storage areas; including, front-end loaders, knuckle-boom truck, and hooklift/container systems.
12. Operate over-the-road truck and trailer (in-combination) to transport maximum legal weight loads from the transfer station to the disposal facility; (to fill in for the Assistant Transfer Station Operator when required).
13. Inspect and maintain all equipment to MnDOT standards.
14. Prepare the Facility Daily Operations Report.
15. Calculate and prepare individual waste receipts, employee time sheets, and inspection reports submitted to the County Environmental Officer weekly. Maintain all facility records.
16. Interact with the general public and commercial waste haulers.

17. Perform related duties as assigned, including, but not limited to: litter control per MPCA standards, lawn, fence, and building maintenance; snow removal; and office/shop janitorial services

Minimum Qualifications/Education Training:

- High School Degree or equivalent
- MPCA Demolition Landfill Operator's License (Type II or III)
- Class A License (CDL)
- Supervisory experience
- Ability to exercise good judgment in evaluating situations and making effective decisions
- Ability to establish and maintain effective working relationships with various agencies, department staff and the general public

Knowledge/Skills:

At least two (2) years experience in the operation and maintenance of the heavy equipment listed in the Essential Duties. Waste management experience preferred.

Physical Demands and Working Conditions:

Intermittent exposure to lifting or carry 25 to 60 pounds, pushing or pulling over 60 pounds, working in weather colder than 32 degree Fahrenheit, wearing latex or plastic gloves, exposure to volatile material, insecticides, biohazards, insect bites, pollen, dander, annoying or sickening odor, moving vehicles, hand tools, electrical hazards, wet/slippery conditions, wind and sun and working alone. Occasional exposure to sitting, kneeling or squatting, pushing or pulling 25 to 60 pounds, working in heat over 80 degrees Fahrenheit, and grease and grime. Frequent exposure to walking, bending or stooping, using two hands, grasping and pinching, using detergent, frequent washing, and construction equipment.

ITEM # Discussion 1

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
AMC District 3 Meeting

***Background (Provide sufficient detail of the subject):**
The AMC District 3 meeting is scheduled for June 4th in Hallock at the Caribou Grill. See attached agenda and other related documents. We need to compile a list of accomplishments/challenges to share with the attendees.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

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

ATTEST: Teresa Klein, Board Clerk

From: Laurie Klupacs [LKlupacs@mncounties.org]
Sent: Friday, May 15, 2009 10:47 AM
To: Laurie Klupacs
Subject: AMC District 3 meeting invite

Association of Minnesota Counties
DISTRICT MEETING

Thursday, June 4, 2009

9:00 a.m. – 1:00 p.m.

Caribou Grill

225 E Broadway, Hallock

Fee \$25

Tentative Agenda

- 8:00 A.M. REGISTRATION**
- 8:15 A.M. CALL TO ORDER AND INTRODUCTIONS**
- PLEDGE OF ALLEGIANCE**
- DISTRICT ELECTIONS** ([Click here to read AMC Election Rules](#))
- District Director: Commissioner Warren Strandell, Polk County, Term(s): 6/07-6/09 (*partial*)
 - District Alternate Director: Charles Pazdernik, Mahnommen County
- AMC POLICY COMMITTEE APPOINTMENTS** ([Click here for complete list in PDF format](#))
- COUNTY REPORTS: CONCERNS, PRIORITIES AND ACCOMPLISHMENTS**
- Each county should come prepared to share items of interest and issues of concern.
- STATE-COUNTY RESULTS ACCOUNTABILITY & SERVICE DELIVERY REDESIGN IMPLEMENTATION**
- 2009 LEGISLATIVE SESSION SUMMARY**
- AMC Intergovernmental Services staff will summarize the session, including its successes and challenges.
- MANDATES/REDESIGN PRIORITIES DEVELOPMENT**
- OTHER TOPICS:**
- Tax Equalization/Human Services Funding Study
 - Minnesota's Bottom Line Report
 - Public Health Topics (SHIP, H1N1)
 - State Auditor County Finance Report
- UPCOMING MEETINGS & EVENTS**
- **NACO Annual Conference:** July 24-29, 2009, Nashville, TN
 - **AMC Leadership Summit:** August 12-14, 2009, Ruttger's Sugar Lake Lodge, Grand Rapids
 - **AMC Annual Conference:** December 7-9, 2009, Hyatt Regency Minneapolis
- CONCLUDING REMARKS**
- 12:00 P.M. LUNCH/ADJOURN**



Kittson

Mahnomen

Marshall

Norman

Pennington

Polk

Red Lake

Roseau



125 Charles Avenue
Saint Paul, MN 55103-2108
Main Line: 651-224-3344
Fax: 651-224-6540

DISTRICT DIRECTOR ELECTIONS

from the Association of Minnesota Counties' Bylaws

SECTION 3. ELECTION AND TERM OF OFFICE OF DISTRICT DIRECTORS. The election and term of office of District Directors shall be as follows:

Subd. 1. Election. The delegates from the counties of each Association district shall elect one or more delegates to represent the counties of the district on the Board. A quorum shall consist of 50% of a districts' delegation. Directors shall be elected at the first meeting after April 1st of the counties of the district. Each district shall be represented by one director except that any district and all larger districts having a population which is three times as large as the next smaller district shall be entitled to be represented by five directors. Directors elected from odd numbered districts shall be elected during odd numbered years and directors elected from even numbered districts shall be elected during even numbered years provided, however, that any district entitled to be represented by five directors shall provide for staggered terms of three directors elected in even numbered years and two directors elected in odd numbered years.

Subd. 2. Term of Office. The term of office for each District Director shall be for two years and shall begin on the first day following district elections. A District Director may serve three (3) full consecutive terms after which one term must elapse before the individual can serve again as a District Director from that district.

Subd. 3. Alternate Director. Each district shall elect an alternate Director. If the District Director cannot fulfill the role as a representative for the district, due to accident, illness or prolonged absence, the alternate Director shall serve. Such alternate director shall be elected at the same time as the District Director.

SECTION 4. VACANCIES. If a vacancy occurs in the office of District Director by reason of death, removal or resignation, the alternate Director shall fill the unexpired term of office.

SECTION 5. VOTING. Each director, or alternate as designated in Section 3, subdivision 3, on the Board shall be entitled to one (1) vote. There shall be no proxy voting. All motions shall carry by a simple majority unless otherwise specified in the bylaws.

**Association of Minnesota Counties'
Policy Committee Members**

District III

Director: Warren Strandell, Polk (term: 6/07 – 6/09) Strandell@gra.midco.net

Alt. Director: Charles Pazdernik, Mahnomen (term: 6/07 – 6/09) Charles.pazdernik@co.mahnomen.mn.us

County	Environment & Natural Resources	General Government	Health & Human Services	Public Safety	Transportation	Ag & Rural Development Task Force	AMC Extension Committee
Kittson	Leon Olson*		Joe Bouvette #4 Betty Younggren #1	Craig Spilde*			
Mahnomen		Charles Pazdernik* Wallace Eid #2	Karen Ahmann #3	Jerry Dahl#1		Jerry Dahl*	
Marshall		Curt Carlson#1	Sharon Bring*		Leroy Vonasek #3		Sharon Bring #2
Norman	Steve Jacobson*	Marvin Gunderson #4	Steven Bommersbach*	Warren Olson#2			
Pennington		Skip Swanson*			Don Jensen #2 Bob Carlson*		Bob Carlson#1
Polk	Warren Affeldt*	Warren Strandell*	William Montague*	Don Diedrich*		Warren Affeldt #1 Don Diedrich #3	
Red Lake					Brent Strand*	Ron Weiss #2	Velma Oakland* (2008)
Roseau	Russell Walker #1 Jeff Pelowski#3	Jack Swanson#3	Dave Anderson #2	Trish Klein*	Orris Rasmussen #1 Al Johnston*		

* *Delegate*

Alternate and Rank

Updated April 7 2009. Please notify Cathy Lattu of any errors or changes on this document via [email](#) or by calling 651-789-4321.

- Each AMC District may appoint up to three delegates to each policy committee, provided that any district composed of more than 12 counties may appoint one member to any policy committee for each member county. Each county must have at least one delegate appointment to a policy committee. In those districts that have a population three times as large as the next smaller district, the district may appoint up to one delegate from each member county to each policy committee.
- District appointments to each policy committee shall be made in accordance with the appointment procedures adopted by each district.
- Each district must appoint at least one alternate for each policy committee chosen in accordance with appointment procedures adopted by each district. In the event that a district appoints more than one alternate, the district shall designate the rank order of each alternate (e.g., #1, #2, #3).

ITEM # Discussion 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
2009 County Fair Planning

***Background (Provide sufficient detail of the subject):**
It is time to begin planning for Roseau County's participation in the 2009 county fair.

***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 Klein, Trish	*Department Coordinator	*Board Meeting Date May 26 2009
--	-----------------------------------	---

***Subject Title (As it will appear on the agenda):**
Continuity of Operations Plan

***Background (Provide sufficient detail of the subject):**
The county has been working on developing a Continuity of Operations plan for use in the event of a pandemic event. The Plan is now finalized and has been reviewed by the County Attorney. HSEM Gracia Nelson will be presenting the finished document and requesting the Board formally approve the plan.

***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 4

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Johnston, Alan	*Department Coordinator	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
Document Imaging & Storage System

***Background (Provide sufficient detail of the subject):**
Attached you will find a proposal and quote for a digital document imaging and storage system. SS Director Dave Anderson will be present to answer any questions the Board or county staff may have. This proposal is a digital solution to meeting document retention requirements without having to physically store the documents.

***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



**ELECTRONIC DOCUMENT MANAGEMENT
SYSTEM PROPOSAL**

**for
Roseau County**

**Presented By
Wayne Altenbernd**

May 15, 2009

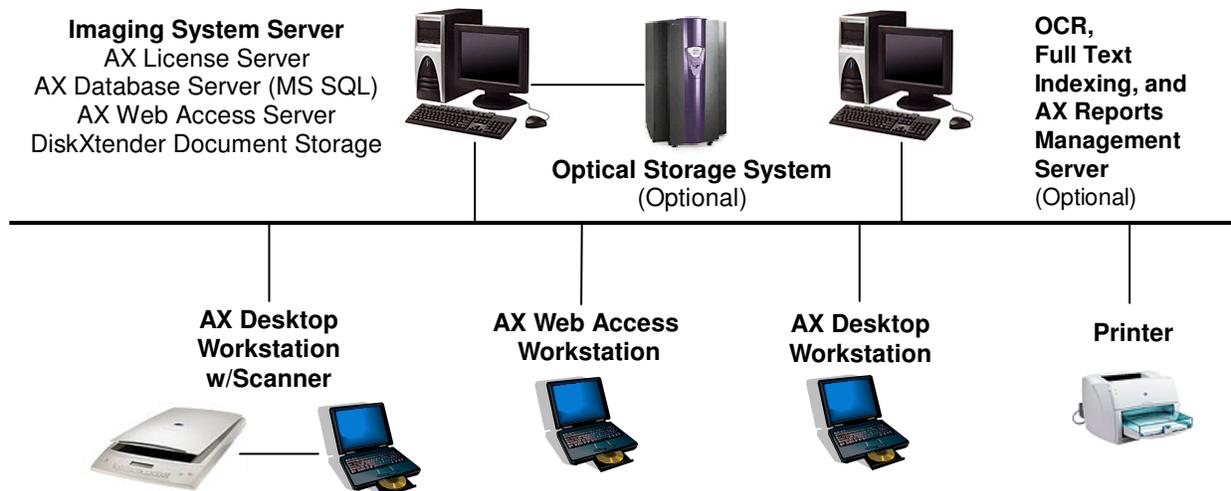


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DOCUMENT MANAGEMENT SYSTEM RECOMMENDATION

The following diagram illustrates the main components to a successful Document Management System. There may already be in place many of the components need to implement the proposed system. Information Systems Corporation will assist in the assessment of the existing network resources to determine compatibility with the Document Management System.



ApplicationXtender Document Imaging Software

Documentum ApplicationXtender 5 is core product of the proposed electronic document management system. ApplicationXtender provides immediate access to virtually any type of data file, by integrating data generation, management and access into a single comprehensive solution. ApplicationXtender enables access through a universal interface for virtually any type of document by intelligently indexing, organizing and storing business information to improve employee productivity and provide a quick return on investment (ROI).

ApplicationXtender Web Access .NET Browser Access Software

ApplicationXtender Web Access .NET helps you share and leverage your corporate data assets, giving users and business partners the ability to retrieve and use data whenever they need it most. As an integral part of the ApplicationXtender family of content management solutions, ApplicationXtender Web Access delivers immediate access to stored data via the Internet or a corporate intranet or extranet using a standard Web browser. Providing both interactive and read-only Web clients, ApplicationXtender Web Access allows organizations to enable online collaboration as well as e-business and e-commerce activities.

Quick Scan Pro for ApplicationXtender

EMC Captiva QuickScan Pro for ApplicationXtender is an out-of-the-box document scanning software and imaging product. QuickScan Pro for ApplicationXtender provides all the necessary capabilities for high-speed scanning, image enhancement, optical character recognition (OCR), viewing, annotation, printing, and storing black-and-white and color page images.

With QuickScan Pro for ApplicationXtender, you can transform paper into useable document formats such as PDF, XML, HTML, and Microsoft® Word so that it can be indexed and stored for easy retrieval and management.

DOCUMENT MANAGEMENT SYSTEM RECOMMENDATION (continued)

AppXtender Full-Text Index Server

You can submit text to AppXtender Index Server for full-text indexing. With full-text indexing, users can search for documents in AppXtender Desktop or Web Access by index values and/or keyword content within the document.

ApplicationXtender offers OCR software and full-text search and retrieval from Verity. Verity is a full featured, production level full-text application designed for use in high-volume, large document environments. ApplicationXtender Desktop and Web Access clients have access to full-text applications when the appropriate licenses are purchased.

ApplicationXtender Universal Integrator (AXUI) Software

AX Universal Integrator (AXUI) is the most comprehensive AX and WX integration toolbar on the market. With no programming experience, an almost seamless integration can be established between virtually any legacy application and the Documentum products.

The Universal Integrator utilizes multiple methods of capture to insure the greatest range of compatibility with the legacy applications. The use of data filters insure that only the data desired will be captured, allowing for greater user productivity.

The AXUI's features include support for full text searches and cross application queries. This allows the user to take advantage of the powerful query features of Documentum's products. Another feature is the ability to secure the configuration with a password once it is set. Other features include Database look up, so you can use one key field to populate other AX fields and concurrent licensing, which allows you to get the most out of your investment.

The best feature of the AXUI is the easy to use interface. The interface allows you to configure all the options of the AXUI and create a tight integration between AX or WX and a legacy application without programming. You can also create multiple specifications to integrate with multiple applications on a single workstation.

Document Storage Subsystem

ApplicationXtender supports a wide variety of document storage options, including CD-ROM, DVD, Magnetic Hard Drive, and Optical Disk. ISC estimates that you will be able to store approximately 15,000 to 20,000 letter size pages per gigabyte of storage space.

DiskXtender for Windows Data Management Software

DiskXtender for Windows is a Microsoft Windows based product providing advanced optical device management and control features. DiskXtender for Windows will efficiently manage standalone optical drives and jukeboxes, allowing imaging system end users to have access to all of the information stored by ApplicationXtender. DiskXtender for Windows contains security, automated disk backup, write caching and read caching features.

Optical Disk Drives and Jukeboxes

Optical disk drives and jukeboxes will allow you to easily archive imaging system data to near online or offline storage. Optical disk media offers removable high capacity storage that will improve imaging system data backup and disaster recovery.

ISC offers archiving options from the extensive line of optical disk storage systems available from the Plasmon, including optical disk drives and jukeboxes. Plasmon optical disk capacities have increased 60 gigabytes for UDO (ultra density optical), equivalent to 800,000 to 1,200,000 letter size pages. The Plasmon line of optical drives and jukeboxes provide near on-line storage of scanned images using WORM (Write Once, Read Many) or Rewritable media.

Network Operating System

ApplicationXtender is a network independent product and will function comfortably within any network operating system, such as Novell Netware or Microsoft Windows. This will provide the capability for all personnel to access shared resources (e.g., software applications, storage devices, peripherals, and communications devices) in a manner that seems transparent to each user.

Viewing Workstations

ApplicationXtender can easily be installed on existing workstations with complete compatibility with other software programs. Viewing workstations will have full ApplicationXtender functionality including document retrieval, display, printing, and annotating. In addition viewing workstations can be permitted to perform the following tasks; batch indexing, document creation using image file import, and other document management features.

DOCUMENT MANAGEMENT SYSTEM RECOMMENDATION (continued)

Printers

ApplicationXtender will support image printing through the native Microsoft Windows print interface. This includes the use of facsimile transmission.

Document Scanning Workstation

ISC understands that you plan to scan documents in-house, therefore selected PCs will need to be designated to be document scanning workstations. The document scanning workstation will have the document scanner attached and can be used for both document capture and indexing. Documentum ApplicationXtender 5 support simultaneous use of multiple document scanning workstations.

Document Scanners

Documentum ApplicationXtender 5 is compatible with over 100 supported document scanners available from a variety of manufacturers. Any existing documents scanners should be compatible with ApplicationXtender.

Imaging System Application Server

To serve the needs of the document imaging system, it is recommended that you install an application server running Windows 2003 Server. This application server will host the ApplicationXtender License Server, manage and share the ApplicationXtender Microsoft SQL Server 2005 database, as well as manage document storage subsystem.

Imaging System Database

Due to the simultaneous multiple user requirements of the document management system, it is recommended that an SQL type database, specifically Microsoft SQL Server 2005 running under Microsoft Windows 2003 Server, be used in conjunction with ApplicationXtender. Microsoft SQL Server will provide the performance necessary to maximize the benefits of ApplicationXtender.

OCR and Full-Text Indexing Server

This server may be necessary should you add OCR and Full Text Indexing. This application server will host the OCR and Full-Text Indexing processing services. This additional server will help maintain optimum imaging system performance by separating these processor intensive operations from the imaging system application server.

ApplicationXtender Reports Management Report Processing Software (Optional Add-On)

ApplicationXtender Reports Management provides report processing for advanced print streams, as well as traditional COLD text formats, for management within ApplicationXtender. By providing fast and efficient capture of enterprise report data, ApplicationXtender Reports Management turns enterprise reports into e-reports, enabling internal and external report delivery. And by processing, indexing and archiving enterprise reports for online retrieval, ApplicationXtender Reports Management provides a significant return on investment, allowing organizations to reduce the cost and improve the productivity of multiple business processes. It improves access to information while reducing or eliminating costs associated with paper, film, and microfiche. ApplicationXtender Reports Management is an integral part of the Documentum ApplicationXtender family of content management solutions.

DOCUMENT MANAGEMENT SYSTEM RECOMMENDATION (continued)

ApplicationXtender Document Routing (Optional Add-On)

ApplicationXtender Document Routing is an add-on software program that will allow you to electronically route documents from users to users for review and approval. The user initiating the document routing can specify a single user or a group of users to receive the routed document. The initiating user will receive a notification indicating the status of the routed document allowing the monitoring of the review and approval process. ApplicationXtender Document Routing allows all of this to occur without complex and expensive custom programming.

ApplicationXtender Document Routing is also capable of being used by all departments within your organization. Any department wanting to take advantage of the document review and approval features that ApplicationXtender Document Routing provides can do so without the need to incur additional costs as pricing is based upon the total number of ApplicationXtender concurrent connections.

Imaging Server Requirements

- Pentium P4 2.8Ghz CPU or faster
- Minimum 2GB RAM, 4GB Recommended
- Minimum 10GB hard drive for database (formatted NTFS)
- Minimum 100GB hard drive for image files (formatted NTFS)
- Windows Server 2003
- Microsoft SQL Server 2005
- Supported storage device

Scanning Workstation Requirements

- Pentium P4 CPU or faster
- Minimum 512MB RAM, 1GB Recommended
- Windows XP/Vista
- USB 2.0 Compliant for scanner connection. If USB 2.0 is not supported, a SCSI Card Interface Kit will need to be purchased at a cost of \$269.00 for each scanner.

SOFTWARE PRICING

ApplicationXtender Desktop/Web Access .NET Concurrent Connection (CC) Licenses

ApplicationXtender Desktop/Web Access .NET Concurrent Connection (CC) License Pack Pricing.

Description	List Price	Purchase Price	Annual Maintenance	Total Cost for License
ApplicationXtender Server 1 CC License	\$2,999.00	\$2,549.00	\$719.00	\$3,268.00
ApplicationXtender Server 3 CC License	\$8,300.00	\$7,055.00	\$1,992.00	\$9,047.00
ApplicationXtender Server 5 CC License	\$13,500.00	\$11,475.00	\$3,240.00	\$14,715.00
ApplicationXtender Server 10 CC License	\$22,500.00	\$19,125.00	\$4,950.00	\$24,075.00
ApplicationXtender Server 25 CC License	\$39,500.00	\$33,575.00	\$7,900.00	\$41,475.00
ApplicationXtender Server 25-49 Add-on CC License – Qty 5	\$8,000.00	\$6,800.00	\$1,600.00	\$8,400.00
ApplicationXtender Server 50 CC License	\$63,000.00	\$53,550.00	\$11,340.00	\$64,890.00
ApplicationXtender Server 50-74 Add-on CC License – Qty 5	\$6,300.00	\$5,355.00	\$1,134.00	\$6,489.00

ApplicationXtender Full Text Indexing and OCR Network License

APPLICATIONXTENDER offers OCR software and full-text search and retrieval from Verity. Verity is a full featured, production level full-text application and should always be used in high-volume, large document environments. APPLICATIONXTENDER and WEBXTENDER clients have access to both types of full-text applications when the appropriate licenses are purchased. The supported number of pages per document for the Verity K2 full-text engine is 250,000.

Notes:

- Verity requires the number of concurrent licenses needed plus a minimum of one server license.
- Verity requires an OCR Server license.

Description	List Price	Purchase Price	Annual Maintenance	Total Cost for License with Annual Maintenance
Verity K2 Full Text Concurrent Connection (CC) Client License				
Verity K2 Full Text Client 1 CC	\$300.00	\$255.00	\$72.00	\$327.00
Verity K2 Full Text Client 5 CC	\$1,500.00	\$1,275.00	\$360.00	\$1,635.00
Verity K2 Full Text Client 25 CC	\$7,125.00	\$6,056.00	\$1,710.00	\$7,766.00
OCR and Full Text Servers				
OCR Network (required)	\$2,000.00	\$1,700.00	\$480.00	\$2,180.00
Verity K2 Full Text Server (required)	\$4,000.00	\$3,400.00	\$960.00	\$4,360.00

SOFTWARE PRICING (continued)

ApplicationXtender Quick Scan Pro

EMC Captiva QuickScan Pro for ApplicationXtender is an out-of-the-box document scanning software and imaging product. QuickScan Pro for ApplicationXtender provides all the necessary capabilities for high-speed scanning, image enhancement, optical character recognition (OCR), viewing, annotation, printing, and storing black-and-white and color page images.

With QuickScan Pro for ApplicationXtender, you can transform paper into useable document formats such as PDF, XML, HTML, and Microsoft® Word so that it can be indexed and stored for easy retrieval and management.

Description	List Price	Purchase Price	Annual Maintenance	Total Cost for License with Annual Maintenance
Quick Scan Pro for AX	\$700.00	\$595.00	\$168.00	\$763.00

ApplicationXtender Universal Integrator

Information Systems Corporation recommends the use of AX Universal Integrator (AXUI) to integrate ApplicationXtender with any AS/400, PC, or Web based application. AXUI is the most comprehensive ApplicationXtender Desktop and Web Access .NET client integration toolbar on the market. With no programming experience, an almost seamless integration can be established between virtually any legacy application and ApplicationXtender products.

The AX Universal Integrator utilizes multiple methods of capture to insure the greatest range of compatibility with the legacy applications. The use of data filters insure that only the data desired will be captured, allowing for greater user productivity.

The AXUI's features include support for full text searches and cross application queries. This allows the user to take advantage of the powerful query features of ApplicationXtender products. Another feature is the ability to secure the configuration with a password once it is set. Other features include Database look up, so you can use one key field to populate other AX fields and concurrent licensing, which allows you to get the most out of your investment.

The best feature of the AXUI is the easy to use interface. The interface allows you to configure all the options of the AXUI and create a tight integration between an ApplicationXtender Desktop and Web Access .NET client and a legacy application without programming. You can also create multiple specifications to integrate with multiple applications on a single workstation.

Number of ApplicationXtender Licenses	Cost per AXUI License	Annual Maintenance Agreement per AXUI License	Total Cost per AXUI License
1-9 ApplicationXtender Licenses	\$380.00	\$90.00	\$470.00
10-24 ApplicationXtender Licenses	\$340.00	\$80.00	\$420.00
25-49 ApplicationXtender Licenses	\$300.00	\$70.00	\$370.00
50-99 ApplicationXtender Licenses	\$250.00	\$60.00	\$310.00

SOFTWARE PRICING (continued)

ApplicationXtender Reports Management Server

The ApplicationXtender Reports Management Server processes ASCII and EBCDIC reports and is licensed on a per server basis. In addition to ASCII and EBCDIC reports, ApplicationXtender Reports Management processes AFP, Metacode, PCL and PDF print streams. Users requiring print stream processing must purchase the appropriate option(s) and the ApplicationXtender Reports Management Server for each server that the print stream(s) will be processed from.

Description	List Price	Purchase Price	Annual Maintenance	Total Cost for License with Annual Maintenance
ApplicationXtender Reports Management Server License	\$7,500.00	\$6,375.00	\$1,800.00	\$8,175.00

ApplicationXtender Document Routing

ApplicationXtender Document Routing is an add-on software program that will allow document management system users to electronically route documents from users to users for review and approval. The user initiating the document routing can specify a single user or a group of users to receive the routed document. The initiating user will receive a notification indicating the status of the routed document allowing the monitoring of the review and approval process. ApplicationXtender Document Routing allows all of this to occur without complex and expensive custom programming.

ApplicationXtender Document Routing is also capable of being used by all departments within your organization. Any department wanting to take advantage of the document review and approval features that ApplicationXtender Document Routing provides can do so without incurring additional costs as pricing is based upon the total number of ApplicationXtender concurrent connections.

	ApplicationXtender Document Routing
Ad-hoc Document Routing	Yes
Automated Routing	No
Supported Routing Types	Sequential Parallel
Out of Box Solution	Yes
Requires Custom Programming	No

ApplicationXtender Document Routing Pricing

Description	List Price	Purchase Price	Annual Maintenance	Total Cost for License
ApplicationXtender Document Routing - 50 Users	\$5,000.00	\$4,250.00	\$1,200.00	\$5,450.00

HARDWARE PRICING

Desktop Scanners	Purchase Price	Retail Price	Annual Maintenance Agreement
<p>Canon DR-2580C Color Duplex Document Scanner For light duty simplex and duplex scanning – 1,000 Scans per Day Specifications:</p> <ul style="list-style-type: none"> • Straight Path design for feeding thicker or delicate documents • Grey Scale: 8-Bit maximum, 256 levels • Color: 24-Bit maximum • Built-in 50-sheet capacity automatic document feeder • Scan speed – 25 letter size pages per minute @ 200dpi • Maximum document size of 8.5" x 14" • Minimum document size of 2.2" x 2.8" • Scan resolutions of 200, 300, and 400 dpi • Dimensions: (H x W x D) 3.2" x 12.0" x 6.6" 	\$876.00	\$1,095.00	N/A
			
<p>Canon DR-6010C Color Duplex Document Scanner For heavy duty simplex and duplex scanning – 7,500 Scans per Day Specifications:</p> <ul style="list-style-type: none"> • Grey Scale: 8-Bit maximum, 256 levels • Color: 24-Bit maximum • Built-in 100-sheet capacity automatic document feeder • Scan speed – 60 letter size pages per minute @ 200dpi • Maximum document size of 8.6" x 14" • Minimum document size of 2.1" x 2.8" • Scan resolutions of 100 to 600 dpi • Dimensions: (H x W x D) 7.3" x 12.5" x 10.9" 	\$2,996.00	\$3,995.00	\$440.00
			
<p>Canon DR-5010C Color Duplex Document Scanner For medium duty simplex and duplex scanning – 6,000 Scans per Day Specifications:</p> <ul style="list-style-type: none"> • Straight Path design for feeding thicker or delicate documents • Grey Scale: 8-Bit maximum, 256 levels • Color: 24-Bit maximum • Built-in 100-sheet capacity automatic document feeder • Scan speed – 50 letter size pages per minute @ 200dpi • Maximum document size of 11.8" x 17" • Minimum document size of 2.2" x 2.8" • Scan resolutions of 200, 300, and 400 dpi • Dimensions: (H x W x D) 7.5" x 15.6" x 12.3" 	\$3,496.00	\$4,995.00	\$550.00
			

HARDWARE PRICING (continued)

Desktop Scanners	Purchase Price	Retail Price	Annual Maintenance Agreement
<p>Canon DR-6050C Color Duplex Document Scanner For heavy duty simplex and duplex scanning – 12,000 Scans per Day Specifications:</p> <ul style="list-style-type: none"> • Grey Scale: 8-Bit maximum, 256 levels • Color: 24-Bit maximum • Built-in 300-sheet capacity automatic document feeder • Scan speed – 65 letter size pages per minute @ 200dpi • Maximum document size of 12" x 17" • Minimum document size of 2" x 7.8" • Scan resolutions of 100 to 600 dpi • Dimensions: (H x W x D) 12.4" x 20.9" x 18.9" 	\$4,620.00	\$5,775.00	\$590.00
			
<p>Canon DR-7550C Color Duplex Document Scanner For heavy duty simplex and duplex scanning – 15,000 Scans per Day Specifications:</p> <ul style="list-style-type: none"> • Grey Scale: 8-Bit maximum, 256 levels • Color: 24-Bit maximum • Built-in 500-sheet capacity automatic document feeder • Scan speed – 90 letter size pages per minute @ 200dpi • Maximum document size of 12" x 17" • Minimum document size of 2" x 7.8" • Scan resolutions of 100 to 600 dpi • Dimensions: (H x W x D) 12.4" x 20.9" x 18.9" 	\$5,420.00	\$6,775.00	\$690.00
			
<p>Canon DR-9080C Color Duplex Document Scanner For heavy duty simplex and duplex scanning – 18,000 Scans per Day Specifications:</p> <ul style="list-style-type: none"> • Grey Scale: 8-Bit maximum, 256 levels • Color: 24-Bit maximum • Built-in 500-sheet capacity automatic document feeder • Scan speed – 90 letter size pages per minute @ 200dpi • Maximum document size of 12" x 17" • Minimum document size of 2" x 7.8" • Scan resolutions of 100 to 600 dpi • Dimensions: (H x W x D) 12.4" x 20.9" x 18.9" 	\$7,481.00	\$9,975.00	\$990.00
			

HARDWARE PRICING (continued)

OPTICAL DISK JUKEBOX and DISKXTENDER SOFTWARE PRICING

EMC Documentum ApplicationXtender can be configured to store document pages (such as scanned images, Word files, OLE objects, etc.) on any storage device that can be mapped as a logical volume on the workstation. This allows for flexibility in storing document pages, in that they can be stored to a network file server, local hard drive, CD-ROM, or WORM and erasable optical media. Although all ApplicationXtender document pages are compressed before storage, they can still take considerable storage space. Optical storage subsystems are cost-effective alternatives to large amounts of magnetic disk storage.

DiskXtender for Windows is a mass storage product that automatically manages optical subsystems through a standard file interface. You can use DiskXtender as a document storage server.

Plasmon G-Series UDO Libraries - Professional Archival Storage

G-Series libraries Powered by UDO are the market leader in 5.25 inch optical automation and are the backbone of the archival storage strategy for corporations and government agencies worldwide. Supported by more than 40 Independent Software Vendors, G-Series libraries are used in archive applications that include, Electronic Content Management (ECM), Document management, Hierarchical Storage Management (HSM), and Information Lifecycle Management (ILM). Thousands of Plasmon libraries have been installed in banks, insurance companies, healthcare providers, manufacturers, television and radio broadcasters, retailers, law enforcement, military and government agencies.

Designed to ensure investment protection through backward compatibility, all G-Series libraries support both 60GB UDO (Ultra Density Optical) and previous generation MO (Magneto Optical) storage technologies within the same library. State-of-the-art features such as dual picker, barcode reader, hot/warm swappable drives, redundant power supplies and the highest duty cycles in the industry combine to provide maximum performance and minimum downtime.

With a comprehensive product family that accommodates archive requirements from workgroup to enterprise, the G-Series family offers Entry Level, Midrange and Enterprise configurations from 1.4TB to over 19TB of archival storage capacity. G-Series libraries Powered by UDO provide dramatically greater archive capacities than previous generation products, delivering rapid access to large data archives with a very low Total Cost of Ownership.

Plasmon Optical Disk Drive and G Series Jukebox Pricing

Model	Plasmon Desktop Optical Disk Drive	Plasmon Jukebox	
		Plasmon G24 Series	Plasmon G32 Series
Number of Slots	2	24	32
Number of Drives	2	2	2
Drive Type	60Gb UDO2	60Gb UDO2	60Gb UDO2
Storage Capacity, GBs	120	1,440	1,920
List Price	\$6,590.00	\$13,238.00	\$15,180.00
Annual Maintenance	First Year	\$0.00	\$0.00
	Second Year	\$590.00	\$999.00

Optical Disk Media Supplies

Plasmon 60GB UDO WORM Disk or Rewritable \$ 80.00

HARDWARE PRICING (continued)

DiskXtender for Windows - Automated File System Archiving

EMC DiskXtender for Windows is an automated file archiving solution for mid-size Windows environments. By mapping information to the most cost-effective storage – disk, optical, and tape, DiskXtender for Windows enables organizations to achieve data retention and compliance goals while maintaining service level agreements (SLAs). You'll reduce primary storage acquisition costs, management overhead, and backup and recovery times.

Features	Benefits
Policy engine	Automatically move data from primary storage to the most appropriate secondary storage based on migration policies. Write to four devices simultaneously.
Transparent data access	Ensure that both end users and applications can seamlessly access files regardless of storage location.
Complements data protection strategies	Reduce backup windows and replicated data by automatically offloading inactive data from primary storage.
Integration with EMC ApplicationXtender	Align storage with key business processes by matching data value with disk, tape, or optical resources.
Expanded Microsoft® Windows support	Receive support for Microsoft® Windows Server 2003 (Standard, Enterprise, Small Business, and Storage), and Microsoft® Windows 2000 (Server and Advanced Server).
Ultra-density optical support	Leverage the new 30GB standard for professional optical storage.

DiskXtender for Windows Pricing

- A DiskXtender for Windows File System Manager license is required for each server migrating data to a supported storage system.
- A DiskXtender for Windows Capacity license is required based upon the amount of data to be managed.

DiskXtender for Windows File System Manager License	License Cost List Price	\$5,699.00	\$5,699.00	\$5,699.00
	License Purchase Price	\$4,844.00	\$4,844.00	\$4,844.00
	Annual Maintenance and Technical Support Agreement	\$1,368.00	\$1,368.00	\$1,368.00
DiskXtender for Windows Capacity License	Capacity Level	100GB	500GB	1TB
	License Cost List Price	\$899.00	\$2,699.00	\$4,499.00
	License Purchase Price	\$764.00	\$2,294.00	\$3,824.00
	Annual Maintenance and Technical Support Agreement	\$216.00	\$648.00	\$1,080.00
Total Purchase Cost*		\$7,192.00	\$9,154.00	\$11,116.00

PROFESSIONAL SERVICES

On-Site Equipment Installation & Testing

Imaging hardware and software installation consists of several steps. First, Information Systems personnel conduct extensive testing to first insure that the equipment is functioning properly. Next we load the operating system software if applicable, and thoroughly test the operation of the system and subsystems. Then we load all of the imaging and related software and conduct in-depth testing on the operation of the completed system. We conclude this step with extended running of the system to ensure the proper operation of the components. A fee may be charged for this service.

Installation and Setup, per day \$ 750.00

Software Testing

In this step we thoroughly test the operation of your software, including the network software if applicable.

ApplicationXtender Application Setup Assistance

Information Systems personnel will assist with the basic setup of your imaging application. We will work with you to determine appropriate indexing schemes, storage paths, and defining user rights. This assistance does not include any custom programming unless outlined specifically in this proposal.

ApplicationXtender Training

Information Systems personnel will provide onsite training in the proper use and administration of the ApplicationXtender Imaging Software. Training of users will include scanning, indexing, retrieving, and printing of the customer's documents. ApplicationXtender administration will also be reviewed with the System Administrator. There is no limit on the number of participants.

ApplicationXtender Imaging Software training \$ 1,000.00
Includes: 16 hours of user training covering software setup,
operation, and use of utilities.
Manuals and other documentation.

Time in excess of 16 hours billed at \$95.00 per hour



DISASTER RECOVERY STATEMENT

Information Systems Corporation highly recommends daily backup of your imaging system. This is a vital element in a Disaster Recovery Plan.

Information Systems Corporation will help set up the backup procedures at time of installation. If you chose not to have a backup system, we will not be held responsible.

In the event that Information Systems Corporation is asked or required to work on the system, we will require a complete backup prior to upgrading or performing any maintenance of the system.

Once a Disaster Recovery Plan has been implemented, it is the end user's responsibility to maintain and carry out the plan. Information Systems Corporation will not liable for potential data loss or corruption should the end user fail to maintain and carry out the Disaster Recovery Plan.



ANNUAL MAINTENANCE and TECHNICAL SUPPORT AGREEMENT

An Annual Maintenance and Technical Support Agreement is a yearly contractual agreement based on the customer receiving the best possible support to ensure a smooth, trouble free operational system.

WITH AN ANNUAL MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

Support provided as part of an Annual Maintenance and Technical Support Agreement includes complete coverage for all hardware and software provided by or covered under a contract with Information Systems Corporation. The coverage begins the date of system installation and is in effect for one full year. Work for customers covered under the Annual Maintenance and Technical Support Agreement will be completed Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. Information Systems Corporation guarantees a maximum response time of four (4) hours from receiving a request for support.

EMC AND KOFAX SOFTWARE

The following applies to EMC Documentum ApplicationXtender and related software products including; AppXtender Image Capture, AppXtender Reports Management, AppXtender Media Distribution, AppXtender Workflow, DiskXtender 2000, DiskXtender for Windows, and EmailXtender. The following applies to Kofax Ascent Capture software as well.

Included in the Annual Maintenance and Technical Support Agreement is unlimited software support for EMC and Kofax software products, software patches, service releases and major upgrades. Information Systems Corporation personnel will provide assistance installing all EMC and Kofax Software patches, service releases and major upgrades. System reviews will be scheduled bi-annually during Agreement contract period. System reviews include installation of available software patches, service releases, and major upgrades.

Coverage	Support Calls	Software Updates
<ul style="list-style-type: none"> 8:00 A.M. to 5:00 P.M. CST Monday-Friday 	<ul style="list-style-type: none"> Unlimited during coverage Includes phone and on-site Remote Support using pcAnywhere Scheduled System Reviews 	<ul style="list-style-type: none"> Patches, Service Releases and Major Upgrades included Software Upgrade Installation Assistance

Annual Maintenance is required with the initial purchase of any EMC and Kofax software product and must be maintained in order to receive upgrades. If an Annual Maintenance Agreement lapses for any period of time, the user is required to pay for any period of time that an Annual Maintenance Agreement had lapsed as part of purchasing the new Annual Maintenance and Technical Support Agreement. When an Annual Maintenance and Technical Support Agreement has lapsed for more than 1 year, the Annual Maintenance and Technical Support Agreement price is increased to 30% for that period of time the Annual Maintenance and Technical Support Agreement had lapsed.

OPTICAL DRIVES, JUKEBOXES, DOCUMENT SCANNERS, MICROFILM CAMERAS AND READER-PRINTERS, KIP PRODUCTS

Technical support on hardware as part of an Annual Maintenance and Technical Support Agreement includes bi-annual scheduled maintenance, all parts and labor, emergency service calls, and when necessary, a hardware component of similar type will be provided at no cost, if on-site repair cannot be performed. The hardware product provided under such conditions is at the discretion of Information Systems Corporation. Consumables items as defined by the product manufacturer are not included.

Coverage	Inclusions	Support Calls	Exclusions
<ul style="list-style-type: none"> 8:00 A.M. to 5:00 P.M. CST Monday-Friday 	<ul style="list-style-type: none"> Unlimited during coverage Includes phone and on-site Scheduled Maintenance Inspections 	<ul style="list-style-type: none"> Parts and Labor Emergency Service Calls Loaner Product during off-site repair 	<ul style="list-style-type: none"> Consumable items as defined by the product manufacturer Parts failure due to misuse or abuse



Off-hour, technical support between the hours of 5:00 P.M. and 8:00 A.M. any day of the week will be charged at the rate of \$110.00 per hour for imaging technical support and a rate of \$110.00 per hour for microfilm technical support. For holidays and weekends, a rate of \$200.00 per hour will be charged for all technical support. The charges are per technician.

Remote modem access support after 5:00 P.M. is available at no additional charge provided that prior arrangements have been made with Information Systems Corporation.

In the event that the problem with your system is related to products other than those provided by or covered under an Annual Maintenance Agreement, Information Systems Corporation reserves the right to charge you at our normal rate for the time and expense incurred in identifying and correcting the problem.

DISCONTINUATION OF ANNUAL MAINTENANCE AGREEMENT

Customer's requesting to discontinue an Annual Maintenance and Technical Support Agreement during the agreement period must notify Information Systems Corporation in writing. Information Systems Corporation will only issue credit on a discontinued portion of an existing Annual Maintenance and Technical Support Agreement for hardware products. No credit for a discontinued portion of an Annual Maintenance and Technical Support Agreement is provided for EMC, Kofax, or any other software products purchased from Information Systems Corporation. Information Systems Corporation does not and will not issue refunds of a discontinued Annual Maintenance and Technical Support Agreement.

PER INCIDENT, WITHOUT AN ANNUAL MAINTENANCE AGREEMENT

Technical support not covered by an Annual Maintenance and Technical Support Agreement is \$110.00 per hour for imaging technical support and \$110.00 per hour for microfilm technical support. The rates are for each technician during normal business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday. Charges will begin at time the request for technical support call is received with a minimum billing of 1 hour.

Technical support not covered by an Annual Maintenance and Technical Support Agreement is available between the hours of 5:00 P.M. and 8:00 A.M. Monday through Friday will be charged at the rate of \$175.00 an hour per technician. Holidays and weekends will be billed at the rate of \$200.00 for each technician per hour.

A customer requesting technical support on hardware not covered by an Annual Maintenance and Technical Support Agreement will be charged for all parts and labor required to repair the hardware product. In addition, if on-site repair is not possible, and the customer requests an equivalent hardware product be made available to minimize downtime, a rental fee will be charged for the requested hardware product. The hardware product provided under such conditions is at the discretion of Information Systems Corporation.

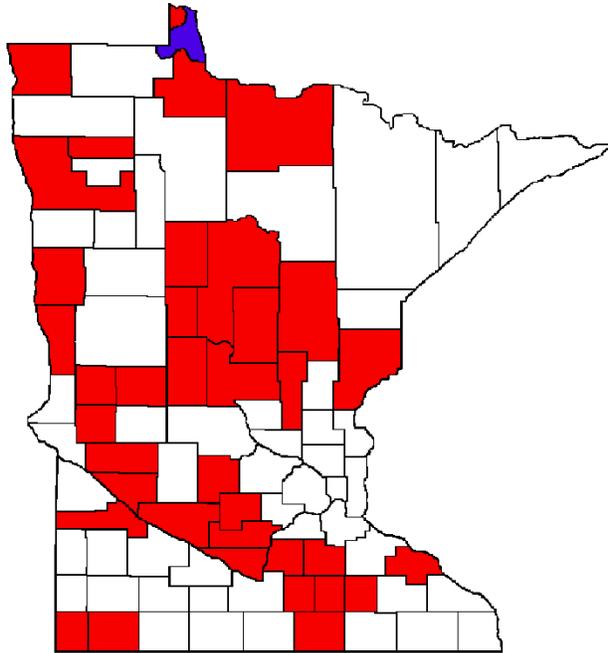
In addition to the above charges there will be mileage and expense charges for on-site maintenance depending on service location.

Remote modem access support is available for \$75.00 an hour between 8:00 A.M. and 5:00 P.M. Monday through Friday and \$150.00 an hour for all other times.

Should the customer decline enrollment in an Annual Maintenance and Technical Support Agreement - **all** support issues will be billed at the above rates.

The Annual Maintenance and Technical Support Agreement is subject to revision without notice.

Minnesota Counties Document Management References



36 out of 87
Minnesota Counties

Aitkin	Nicollet
Cass	Nobles
Chippewa	Pennington
Clay	Pine
Crow Wing	Polk
Dodge	Renville
Douglas	Rice
Freeborn	Rock
Grant	Sibley
Hubbard	Steele
Kittson	Stevens
Koochiching	Swift
Lake of the Woods	Todd
Le Sueur	Wabasha
McLeod	Wadena
Meeker	Waseca
Mille Lacs	Wilkin
Morrison	Yellow Medicine

Example Applications by Department

The following is a list of the types of documents the above counties are managing with ApplicationXtender.

County Administration <ul style="list-style-type: none"> Employee Timesheets Employment Applications Personnel Files 	Environmental Services <ul style="list-style-type: none"> Land Use Applications Permits 	Law Enforcement <ul style="list-style-type: none"> Incident Reports Jail Logs
Assessor <ul style="list-style-type: none"> Abstract Reports CRV Field Cards Homestead Applications 	Highway Department <ul style="list-style-type: none"> Road Project Files 	Surveyor <ul style="list-style-type: none"> Plats Surveys
Auditor <ul style="list-style-type: none"> Financial Reports Payroll Reports Warrants 	Recorder <ul style="list-style-type: none"> Abstract Documents Birth Records CNS Death Records Federal and State Tax Liens Marriage Records Military Discharges Plats Torrens Documents 	Treasurer <ul style="list-style-type: none"> Checks Tax Lists or Rolls Tax Statements
County Attorney <ul style="list-style-type: none"> Case Files 		
Human Services/Public Health <ul style="list-style-type: none"> Case Files Contracts 		

The following two pages provide a detailed listing of Minnesota Counties using document management systems installed and supported by Information Systems Corporation.

County	System Detail			County Departments Using ApplicationXtender											
	# of AX Licenses	# of AX Reports Mgmt. Licenses	Installation Date	County Administration	Assessor	Auditor	County Attorney	Environmental Services	Human Services Public Health	Highway Department	Planning & Zoning	Recorder	Sheriff	Surveyor	Treasurer
Aitkin	8	8	1997			X			X			X			X
Cass	25	10	1999		X	X		X	X			X			X
Chippewa	30		2007		X	X			X	X		X	X		
Clay	25	25	1995	X	X	X			X	X	X	X	X		X
Crow Wing	27	27	1997	X	X	X	X		X		X	X	X		X
Dodge	6		2001						X			X	X		
Douglas	10	10	1999			X						X		X	X
Freeborn	6		2003									X			
Grant	3		2005		X			X				X			X
Hubbard	2		2006									X			
Kittson	3		2000									X			
Koochiching	3		2008									X			
Lake of the Woods	5	5	2002			X						X			X
Le Sueur	15	15	1996		X	X			X	X		X	X		X
McLeod	25		2007			X			X			X			
Meeker	6		1998								X	X			X
Mille Lacs	15		2001	X	X				X		X	X			X
Morrison	25	25	1997		X	X			X		X	X			X

County	System Detail			County Departments Using ApplicationXtender											
	# of AX Licenses	# of AX Reports Mgmt. Licenses	Installation Date	County Administration	Assessor	Auditor	County Attorney	Environmental Services	Human Services Public Health	Highway Department	Planning & Zoning	Recorder	Sheriff	Surveyor	Treasurer
Nicollet	25	10	2001			X			X			X			X
Nobles	5		1999	X								X			
Pennington	3	3	1998			X						X			X
Pine	8	3	2007		X	X						X			X
Polk	15	15	1997	X	X	X						X			X
Renville	13		2006	X	X				X	X					
Rice	15	15	1999	X	X	X	X		X			X			X
Rock	3		1997									X			
Sibley	15	15	2005		X	X			X		X	X			X
Steele	16	16	1999		X	X			X		X	X			X
Stevens	5		1998									X			
Swift	3		2009						X						
Todd	25		1998		X	X			X			X			X
Wabasha	8		1997			X			X		X	X			X
Wadena	5	5	1997			X						X			X
Waseca	7		2003							X		X			
Wilkin	10		1995		X	X		X				X	X		
Yellow Medicine	10		2008	X	X				X				X		

ITEM # Discussion 5

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Anderson, Dave	*Department Human Services	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
Human Services Redesign

***Background (Provide sufficient detail of the subject):**
Governor Pawlenty signed the Health and Human Services omnibus bill late last Thursday, but not before using his line item veto power to eliminate \$381 million in funding for General Assistance Medical Care (GAMC) in FY 2011. This program serves very low-income adults without children; the line item veto eliminates public health care coverage for tens of thousands of Minnesotans starting in the second year of the biennium. The Governor promises additional cuts to health and human services to balance the state's budget. It also includes the State-County Results, Accountability, and Service Delivery Redesign. HS Director Dave Anderson will be here to review the bill and discuss the county's response to the bill including sending letters to surrounding counties to see how we can work together to implement elements of the HS Accountability & Service Delivery Redesign.

***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

297 . 1ARTICLE 9

297 . 2STATE-COUNTY RESULTS, ACCOUNTABILITY, AND SERVICE

297 . 3DELIVERY REFORM ACT

297 . 4 Section 1. **[402A.01] CITATION.**

297 . 5Sections 402A.01 to 402A.50 may be cited as the "State-County Results,

297 . 6Accountability, and Service Delivery Reform Act."

297 . 7 Sec. 2. **[402A.10] DEFINITIONS.**

297 . 8 Subdivision 1. **Terms defined.** For the purposes of this chapter, the terms defined

297 . 9in this section have the meanings given.

297 . 10 Subd. 2. **Commissioner.** "Commissioner" means the commissioner of human

297 . 11services.

297 . 12 Subd. 3. **Council.** "Council" means the State-County Results, Accountability, and

297 . 13Service Delivery Redesign Council established in section 402A.20.

297 . 14 Subd. 4. **Essential human services or essential services.** "Essential human

297 . 15services" or "essential services" means assistance and services to recipients or potential

297 . 16recipients of public welfare and other services delivered by counties that are mandated

in

297 . 17federal and state law that are to be available in all counties of the state.

297 . 18 Subd. 5. **Service delivery authority.** "Service delivery authority" means a single

297 . 19county, or group of counties operating by execution of a joint powers agreement under

297 . 20section 471.59 or other contractual agreement, that has voluntarily chosen by resolution

of

297 . 21the county board of commissioners to participate in the redesign under this chapter.

297 . 22 Subd. 6. **Steering committee.** "Steering committee" means the Steering Committee

297 . 23on Performance and Outcome Reforms.

297 . 24**EFFECTIVE DATE.**This section is effective the day following final enactment.

297 . 25 Sec. 3. **[402A.15] STEERING COMMITTEE ON PERFORMANCE AND**

297 . 26**OUTCOME REFORMS.**

297 . 27 Subdivision 1. **Duties.** (a) The Steering Committee on Performance and Outcome

297 . 28Reforms shall develop a uniform process to establish and review performance and

297 . 29outcome standards for all essential human services based on the current level of

resources

297 . 30available, and to develop appropriate reporting measures and a uniform accountability

297 . 31process for responding to a county's or human service authority's failure to make

adequate

297 . 32progress on achieving performance measures. The accountability process shall focus on

297 . 33the performance measures rather than inflexible implementation requirements.

298 . 1(b) The steering committee shall:

298 . 2(1) by November 1, 2009, establish an agreed upon list of essential services;

298 . 3(2) by February 15, 2010, develop and recommend to the legislature a uniform,

298.4 graduated process, in addition to the remedies identified in section 402A.18, for responding

298.5 to a county's failure to make adequate progress on achieving performance measures; and

298.6 (3) by December 15, 2012, for each essential service make recommendations to the

298.7 legislature regarding (1) performance measures and goals based on those measures for

298.8 each essential service, (2) a system for reporting on the performance measures and goals,

298.9 and (3) appropriate resources, including funding, needed to achieve those performance

298.10 measures and goals. The resource recommendations shall take into consideration

298.11 program

298.12 demand and the unique differences of local areas in geography and the populations

298.13 served. Priority shall be given to services with the greatest variation in availability and

298.14 greatest administrative demands. By January 15 of each year starting January 15, 2011,

298.15 the steering committee shall report its recommendations to the governor and legislative

298.16 committees with jurisdiction over health and human services. As part of its report, the

298.17 steering committee shall, as appropriate, recommend statutory provisions, rules and

298.18 requirements, and reports that should be repealed or eliminated.

298.19 (c) As far as possible, the performance measures, reporting system, and funding

298.20 shall be consistent across program areas. The development of performance measures

298.21 shall

298.22 consider the manner in which data will be collected and performance will be reported.

298.23 The steering committee shall consider state and local administrative costs related to

298.24 collecting data and reporting outcomes when developing performance measures. The

298.25 steering committee shall correlate the performance measures and goals to available

298.26 levels of resources, including state and local funding. The steering committee shall

298.27 take into consideration that the goal of implementing changes to program monitoring

298.28 and reporting the progress toward achieving outcomes is to significantly minimize the

298.29 cost of administrative requirements and to allow funds freed by reduced administrative

298.30 expenditures to be used to provide additional services, allow flexibility in service design

298.31 and management, and focus energies on achieving program and client outcomes.

298.32 (d) In making its recommendations, the steering committee shall consider input from

298.33 the council established in section 402A.20. The steering committee shall review the

298.34 measurable goals established in a memorandum of understanding entered into under

299.1 section 402A.30, subdivision 2, paragraph (b), and consider whether they may be

299.2 applied

299.3 as statewide performance outcomes.

299.4 (e) The steering committee shall form work groups that include persons who provide

299.5 or receive essential services and representatives of organizations who advocate on behalf

299.6 of those persons.

299.7 (f) By December 15, 2009, the steering committee shall establish a three-year

299.8 schedule for completion of its work. The schedule shall be published on the Department

299.9 of

299.10 Human Services Web site and reported to the legislative committees with jurisdiction

299.11 over

299.12 health and human services. In addition, the commissioner shall post quarterly updates on

299.8 the progress of the steering committee on the Department of Human Services Web site.

299.9 Subd. 2. **Composition.** (a) The steering committee shall include:

299.10(1) the commissioner of human services, or designee, and two additional

299.11 representatives of the department;

299.12(2) two county commissioners, representative of rural and urban counties, selected

299.13 by the Association of Minnesota Counties;

299.14(3) two county directors of human services, representative of rural and urban

299.15 counties, selected by the Minnesota Association of County Social Service Administrators;

299.16 and

299.17(4) three clients or client advocates representing different populations receiving

299.18 services from the Department of Human Services, who are appointed by the commissioner.

299.19(b) The commissioner, or designee, and a county commissioner shall serve as

299.20 cochairs of the committee. The committee shall be convened within 60 days of final

299.21 enactment of this legislation.

299.22(c) State agency staff shall serve as informational resources and staff to the steering

299.23 committee. Statewide county associations may assemble county program data as required.

299.24(d) To promote information sharing and coordination between the steering committee

299.25 and council, one of the county representatives from paragraph (a), clause (2), and one of the

299.26 county representatives from paragraph (a), clause (3), must also serve as a representative

299.27 on the council under section 402A.20, subdivision 1, paragraph (b), clause (5) or (6).

299.28 **EFFECTIVE DATE.** This section is effective the day following final enactment.

299.29 Sec. 4. **[402A.18] COMMISSIONER POWER TO REMEDY FAILURE TO**

299.30 **MEET PERFORMANCE OUTCOMES.**

299.31 Subdivision 1. **Underperforming county; specific service.** If the commissioner

299.32 determines that a county or service delivery authority is deficient in achieving minimum

299.33 performance outcomes for a specific essential service, the commissioner may impose

299.34 the following remedies:

300.1(1) voluntary incorporation of the administration and operation of the specific

300.2 essential service with an existing service delivery authority or another county. A

300.3 service delivery authority or county incorporating an underperforming county shall

300.4 not be financially liable for the costs associated with remedying performance outcome

300.5 deficiencies;

300.6(2) mandatory incorporation of the administration and operation of the specific

300.7 essential service with an existing service delivery authority or another county. A

300.8 service delivery authority or county incorporating an underperforming county shall

300.9 not be financially liable for the costs associated with remedying performance outcome

300.10 deficiencies; or

300.11(3) transfer of authority for program administration and operation of the specific

300.12 essential service to the commissioner.

300.13 Subd. 2. **Underperforming county; more than one-half of service.** If the
300.14 commissioner determines that a county or service delivery authority is deficient in
300.15 achieving minimum performance outcomes for more than one-half of the defined
essential

300.16 service, the commissioner may impose the following remedies:

300.17(1) voluntary incorporation of the administration and operation of the specific

300.18 essential service with an existing service delivery authority or another county. A

300.19 service delivery authority or county incorporating an underperforming county shall

300.20 not be financially liable for the costs associated with remedying performance outcome

300.21 deficiencies;

300.22(2) mandatory incorporation of the administration and operation of the specific

300.23 essential service with an existing service delivery authority or another county. A

300.24 service delivery authority or county incorporating an underperforming county shall

300.25 not be financially liable for the costs associated with remedying performance outcome

300.26 deficiencies; or

300.27(3) transfer of authority for program administration and operation of the specific

300.28 essential service to the commissioner.

300.29 Subd. 3. **Conditions prior to imposing remedies.** Before the commissioner may

300.30 impose the remedies authorized under this section, the following conditions must be
met:

300.31(1) the county or service delivery authority determined by the commissioner

300.32 to be deficient in achieving minimum performance outcomes has the opportunity, in

300.33 coordination with the council, to develop a program outcome improvement plan. The

300.34 program outcome improvement plan must be developed no later than six months from
the

300.35 date of the deficiency determination; and

301.1(2) the council has conducted an assessment of the program outcome improvement

301.2 plan to determine if the county or service delivery authority has made satisfactory
progress

301.3 toward performance outcomes and has made a recommendation about remedies to the

301.4 commissioner. The review and recommendation must be made to the commissioner

within

301.5 12 months from the date of the deficiency determination.

301.6 Sec. 5. **[402A.20] COUNCIL.**

301.7 Subdivision 1. **Council.** (a) The State-County Results, Accountability, and Service

301.8 Delivery Redesign Council is established. Appointed council members must be appointed

301.9 by their respective agencies, associations, or governmental units by November 1, 2009.

301.10 The council shall be cochaired by the commissioner of human services, or designee, and
a

301.11 county representative from paragraph (b), clause (4) or (5), appointed by the
Association

301.12 of Minnesota Counties. Recommendations of the council must be approved by a

majority

301.13 of the council members. The provisions of section 15.059 do not apply to this council,

301.14 and this council does not expire.

301.15(b) The council must consist of the following members:

301.16(1) two legislators appointed by the speaker of the house, one from the minority

301.17 and one from the majority;

301.18(2) two legislators appointed by the Senate Rules Committee, one from the majority

301.19 and one from the minority;

301.20(3) the commissioner of human services, or designee, and three employees from

301.21 the department;

301.22(4) two county commissioners appointed by the Association of Minnesota Counties;

301.23(5) two county representatives appointed by the Minnesota Association of County

301.24 Social Service Administrators;

301.25(6) one representative appointed by AFSCME as a nonvoting member; and

301.26(7) one representative appointed by the Teamsters as a nonvoting member.

301.27(c) Administrative support to the council may be provided by the Association of

301.28 Minnesota Counties and affiliates.

301.29(d) Member agencies and associations are responsible for initial and subsequent

301.30 appointments to the council.

301.31 Subd. 2. **Council duties.** The council shall:

301.32(1) provide review of the redesign process;

301.33(2) certify, in accordance with section 402A.30, subdivision 4, the formation of

301.34 a service delivery authority, including the memorandum of understanding in section

301.35 402A.30, subdivision 2, paragraph (b);

302.1(3) ensure the consistency of the memoranda of understanding entered into

302.2 under section 402A.30, subdivision 2, paragraph (b), with the performance standards

302.3 recommended by the steering committee and enacted by the legislature;

302.4(4) ensure the consistency of the memoranda of understanding, to the extent

302.5 appropriate, or other memoranda of understanding entered into by other service delivery

302.6 authorities;

302.7(5) establish a process to take public input on the service delivery framework

302.8 specified in the memorandum of understanding in section 402A.30, subdivision 2,

302.9 paragraph (b);

302.10(6) form work groups as necessary to carry out the duties of the council under the

302.11 redesign;

302.12(7) serve as a forum for resolving conflicts among participating counties or between

302.13 participating counties and the commissioner of human services, provided nothing in this

302.14 section is intended to create a formal binding legal process;

302.15(8) engage in the program improvement process established in section 402A.18,

302.16 subdivision 3; and

302.17(9) identify and recommend incentives for counties to participate in human services

302.18 authorities.

302.19 **EFFECTIVE DATE.** This section is effective the day following final enactment.

302.20 Sec. 6. **[402A.30] DESIGNATION OF SERVICE DELIVERY AUTHORITY.**

302.21 Subdivision 1. **Establishment.** After certification by the council and approval by

302.22 the commissioner, in accordance with subdivision 4, a county or consortium of counties

302.23 may establish a service delivery authority to redesign the delivery of some or all

302.24 essential

302.24 services. Once a county or consortium of counties establishes a service delivery

302.24 authority,

302.25 no county that is a participant in the service delivery authority may participate in or be

302.26 a member of any other service delivery authority. The service delivery authority may

302.27 allow an additional county or counties to join the service delivery authority subject to

302.28 the

302.28 approval of the council and the commissioner.

302.29 Subd. 2. **New state-county governance framework.** (a) To establish a service

302.30 delivery authority, each participating county and the state must enter into a binding

302.31 memorandum of understanding to establish a joint state-county service delivery

302.32 framework:

302.33 (b) The memorandum of understanding must:

302.34 (1) comply with current state and federal law except where waivers are approved

302.35 under clause (7);

303.1 (2) define the scope of essential services over which the service delivery authority

303.2 has jurisdiction;

303.3 (3) designate a single administrative structure to oversee the delivery of services over

303.4 which the service delivery authority has jurisdiction and identify a single administrative

303.5 agent for purposes of contact and communication with the department;

303.6 (4) define measurable performance and outcome goals in key operational areas

303.7 that the service delivery authority is expected to achieve, provided that the performance

303.8 goals must, at a minimum, satisfy performance outcomes recommended by the steering

303.9 committee and enacted into law;

303.10 (5) identify the state and local resources, including funding and administrative and

303.11 information technology support, and other requirements necessary for the service

303.12 delivery

303.12 authority to achieve the performance and outcome goals;

303.13 (6) state the relief available to the service delivery authority if the resource

303.14 commitments identified in clause (5) are not met;

303.15 (7) identify in the agreement the waivers from statutory requirements that are needed

303.16 to ensure greater local control and flexibility to determine the most cost-effective means

303.17 of achieving specified measurable goals and the date by which the commissioner shall

303.18 grant the identified waivers;

303.19 (8) set forth a graduated accountability process and penalties for responding to a

303.20 county's failure to make adequate progress on achieving performance and outcome

303.20 goals;

303.21 (9) set forth a reasonable level of targeted reductions in overhead and administrative

303.22 costs for each county participating in the service delivery authority; and

303.23(10) set forth the terms under which a county may withdraw from participation.
303.24The memorandum of understanding may be later amended to add additional services over
303.25which the service delivery authority has jurisdiction.
303.26(c) Nothing in this chapter precludes local governments from utilizing sections
303.27465.81 and 465.82 to establish procedures for local governments to merge, with the
303.28consent of the voters. Any agreement under paragraph (b) must be governed by this
303.29chapter. Nothing in this chapter limits the authority of a county board to enter into
303.30contractual agreements for services not covered by the provisions of a memorandum of
303.31understanding establishing a service delivery authority with other agencies or with other
303.32units of government.
303.33 Subd. 3. **Duties.** The service delivery authority shall:
303.34(1) within the scope of essential services set forth in the memorandum of
303.35understanding establishing the authority, carry out the responsibilities required of local
303.36agencies under chapter 393 and human services boards under chapter 402;
304.1(2) manage the public resources devoted to human services and other public services
304.2delivered or purchased by the counties that are subsidized or regulated by the Department
304.3of Human Services under chapters 245 and 267;
304.4(3) employ staff to assist in carrying out its duties;
304.5(4) develop and maintain a continuity of operations plan to ensure the continued
304.6operation or resumption of essential human services functions in the event of any
business
304.7interruption according to local, state, and federal emergency planning requirements;
304.8(5) receive and expend funds received for the redesign process under the
304.9memorandum of understanding;
304.10(6) plan and deliver services directly or through contract with other governmental
304.11or nongovernmental providers;
304.12(7) rent, purchase, sell, and otherwise dispose of real and personal property as
304.13necessary to carry out the redesign; and
304.14(8) carry out any other service designated as a responsibility of a county.
304.15 Subd. 4. **Process for establishing a service delivery authority.** (a) The county or
304.16consortium of counties proposing to form a service delivery authority shall, in
conjunction
304.17with the commissioner, prevent a proposed memorandum of understanding to the
council
304.18accompanied by a resolution from the board of commissioners of each participating
304.19county stating the county's intent to participate in a service delivery authority.
304.20(b) The council shall certify a county or consortium of counties as a service delivery
304.21authority if:
304.22(1) the conditions in subdivision 2, paragraphs (a) and (b), are met; and
304.23(2) the county or consortium of counties are:
304.24(i) a single county with a population of 55,000 or more;
304.25(ii) a consortium of counties with a total combined population of 55,000 or more and

304.26 the counties comprising the consortium are in reasonable geographic proximity; or
304.27 (iii) four or more counties in reasonable geographic proximity without regard
304.28 to population.
304.29 The council may recommend that the commissioner of human services exempt a
304.30 single county or multicounty service delivery authority from the minimum population
304.31 standard if that service delivery authority can demonstrate that it can otherwise meet
304.32 the requirements of this chapter.
304.33 (c) After the council has certified a county or consortium of counties as a service
304.34 delivery authority, the commissioner may enter into the memoranda of understanding
with
304.35 the participating counties to form the service delivery authority.

305.1 Subd. 5. **Single county service delivery authority.** For counties with populations
305.2 over 55,000, the board of county commissioners may be the service delivery authority
and
305.3 retain existing authority under law.

305.4 Sec. 7. **[402A.45] ESSENTIAL SERVICES OUTSIDE THE JURISDICTION OF**
305.5 **A SERVICE DELIVERY AUTHORITY.**

305.6 (a) With the approval of the council, a county that is a participant in a service
305.7 delivery authority may enter into cooperative arrangements with other service delivery
305.8 authorities or other counties to provide essential services that are not within the
jurisdiction
305.9 and duties of the service delivery authority.

305.10 (b) With the approval of the council, a service delivery authority may enter into a
305.11 cooperative arrangement with a nonparticipating county to provide an essential service
305.12 within the jurisdiction and duties of the service delivery authority.

305.13 Sec. 8. **[402A.50] PRIVATE SECTOR FUNDING.**

305.14 The council may support stakeholder agencies, if not otherwise prohibited by law, to
305.15 separately or jointly seek and receive funds to provide expert technical assistance to the
305.16 council, the council's work group, and any subwork groups for executing the provisions
305.17 of the redesign.

305.18 Sec. 9. **APPROPRIATION.**

305.19 \$350,000 is appropriated for the biennium beginning July 1, 2009, from the general
305.20 fund to the State-County Results, Accountability, and Service Delivery Redesign
Council,
305.21 for the purposes of the State-County Results, Accountability, and Service Delivery
Reform
305.22 Act under Minnesota Statutes, sections 402A.01 to 402A.50. The council shall establish
a
305.23 methodology for distributing funds to certified service delivery authorities for the
purposes
305.24 of carrying out the requirements of the redesign.

ITEM # Consent 5

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Hanson, Jule	*Department Sheriff	*Board Meeting Date May 26 2009
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***Subject Title (As it will appear on the agenda):**
Greenbush Skate Park Project

***Background (Provide sufficient detail of the subject):**
The Sheriff's Department is requesting permission to use a portion of the administrative fine proceeds to donate to the Greenbush Skate Park Project. Sergeant Kevin Becker, our juvenile officer, strongly supports this project. See attached letter. The Greenbush Skate Park Committee has requested a letter of support from the Sheriff's Office but did not ask for money. However, the Sheriff's Office believes this would be a good use of fine money.

***Financial Consideration:**
\$2500-\$5000

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

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

ATTEST: Teresa Klein, Board Clerk

May 21, 2009

Greenbush Skate Park Committee
Greenbush, MN

Dear Skate Park Committee:

I received the plans for the new skate park to be built in Greenbush. The addition of this park would be a great place for the area youth to experience their sport in a safe environment. As the current Juvenile Officer of the Roseau County Sheriff's Office, I think this project will help fill a void our youth feel we have in the county. I hear feedback that they desire more opportunities in the county to socialize and enjoy themselves. The new skate park is definitely a step in the right direction. It would provide a positive outlet for the kids in and around the City of Greenbush. Kids of all ages can get physically active, socialize and make new friends. I will support this project and look forward to its completion.

Regards,

Sgt. Kevin Becker
Roseau County Sheriff's Office-Juvenile Officer

ITEM # Discussion #7

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Johnston, Alan	*Department	*Board Meeting Date
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***Subject Title (As it will appear on the agenda):**
Cell Phone Policy

***Background (Provide sufficient detail of the subject):**
This matter was deferred from the April 28th meeting.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
-----------------------	------------------

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 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