
AGENDA

Tuesday February 24, 2009, 8:30 a.m.

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on February 24, 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. Retroactively Approve County Government Offices Closing from 2/09/09
3. Approve 2009 Pembina Trails RC&D Dues
4. Approve Benefit Payout to Tony Crow
5. Approve Benefit Payout to Kimberly Peterson
6. Approve Bills

9:00 Comments and Announcements

1. AMC 2009 *Legislative Conference*
2. AMC *Making Solid Land Use Decisions Training*
3. *2009 International Lake of the Woods Water Quality Forum*
4. MCIT *Work Force Issues Training*
5. Joint Powers Board of the Red River Basin Meeting
6. MN Dept of Revenue Assessor Appointment
7. 2009 Women's History Month Activities

9:15 Committee Reports

9:30 Discussion

1. Industrial Contract Services (ICS) Retainage Payout
2. Fire Inspection Proposals
3. Potential Sale of Select Consolidated Conservation Parcels

9:45 Break

10:00 Highway Department

1. Appointment with MNDOT District 2A Engineer Lou Tasa RE: Economic Stimulus Projects
2. Approve Call for Bids – 2009 Seal Coat Project

10:30 Northwest Community Action – Wendy Thompson/Patrick Grundmeir

1. Overview of *Heading Home Northwest Minnesota* Homeless Prevention Program

10:45 Wynne Consulting – John Wynne

1. Review Contract for Grant Preparation Services

11:00 Public Hearing

1. Small Cities Development Grant – Arsenic Removal Project

11:15 US Department of Homeland Security Bureau of Customs and Border Protection

1. Discuss Stonegarden Grant

11:45 Acknowledge Correspondence

1. Red Lake Watershed District RE: HF 109/SF 266

12:00 Adjourn

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

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

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

ITEM # Consent 1

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):**
Approve Proceedings

***Background (Provide sufficient detail of the subject):**
Attached are the proceedings from the February 10, 2009 Board Meeting. Please review carefully and advise of any changes.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Teresa Klein, Board Clerk

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

February 10, 2009

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, February 10, 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 Jack Swanson, Alan Johnston, Orris Rasmussen, Commissioner Mark Foldesi and Russell Walker.

APPROVAL OF AGENDA

Pembina Trails Research and Development appointment was removed from the agenda. A motion to approve the amended agenda was made by Commissioner Walker, seconded by Commissioner Foldesi and carried unanimously.

CONSENT AGENDA

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

The Board, by adoption of its consent agenda, approved the proceedings from the February 3, 2009 Board Meeting.

The Board, by adoption of its consent agenda, approved the re-appointment of Selvin (Buddy) Erickson to the Minnesota Red River Valley Development Association.

The Board, by adoption of its Consent Agenda, approved payment of bills as follows:

WARRANTS APPROVED FOR PAYMENT 1/29/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
1500.00	AMERICAN LEGION POST 24-ROSEAU	1387.78	ASSURANT EMPLOYEE BENEFITS
2200.00	BEITO PLUMBING & HEATING	2109.22	CAPITAL GUARDIAN TRUST CO
614.05	BRIAN HARDWICK P.A.	622.20	MII LIFE-SELECT ACCOUNT ADM
811.22	MN CHILD SUPPORT PAYMENT CENTE	910.57	MN ENERGY RESOURCES
1701.71	MN MUTUAL LIFE INSURANCE	3072.87	NATIONWIDE RETIREMENT SOLUTION
28000.00	NW MN MENTORING PROGRAM	52815.00	NW MN SERV COOP-BLUE CROSS BLU
20000.00	ROSEAU CO AGRICULTURAL SOCIETY	7500.00	ROSEAU CO MEDICAL TRAVEL
494.28	ROSEAU ELECTRIC COOP INC	717.65	SATHER LAW OFFICE
	9 PAYMENTS LESS THAN \$300	1,014.43	
****	FINAL TOTAL.....	\$125,470.98	****

WARRANTS APPROVED FOR PAYMENT 2/05/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
356.25	ANDERSON LAW OFFICE STEVEN A	340.61	CELLULAR 2000-UNICEL
680.20	RACHEL KRAHN	903.08	LAKE FAMILY DENTAL
1429.00	MN DEPT OF FINANCE-TREAS	2026.73	MN ENERGY RESOURCES
30000.00	ROSEAU CO SOIL & WATER CONS	435.55	ROSEAU ELECTRIC COOP INC
1482.50	TOWN OF HEREIM		
	10 PAYMENTS LESS THAN \$300	993.99	
****	FINAL TOTAL.....	\$38,647.91	****

WARRANTS APPROVED ON 2/10/2009 FOR PAYMENT 2/13/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
691.16	ACE HARDWARE-ROSEAU	472.00	ROBERT ANDERSON M.D.
1000.00	APCO,AFC INC.	564.50	BALLARD MOTOR CO
598.54	CDW GOVERNMENT INC	2738.57	COMSTOCK CUSTOM MOWING & SNOW
9604.10	DELL MARKETING LP	505.00	TONY DORN INC
2262.71	FARMERS UNION OIL CO-LK BRNSN	333.63	FLEET SUPPLY
790.63	DAVE GRAFSTROM	1065.86	GRAINGER INC
1181.84	GREENBUSH IMPLEMENT CO	4507.38	JOHNSON OIL CO INC
7044.49	KITTSOON CO AUDITOR	28127.25	MAR-KIT LANDFILL
1125.00	MINNESOTA'S BOOKSTORE	1430.00	MN COUNTY ATTORNEYS ASSN
510.00	MN POLLUTION CONTROL AGENCY	2240.00	MN TRANSPORTATION ALLIANCE
652.38	MULTI OFFICE PRODUCTS INC	4047.50	NORTHLAND COMM & TECH COLLEGE-
4305.80	NORTHLAND TIRE	3375.00	NW CONCRETE PRODUCTS INC
950.00	ARIA OLSLUND	2086.60	POWER PLAN
581.60	PRAXAIR	623.33	PROVANTAGE CORPORATION
324.83	QUALITY PRINTING	833.85	QUILL CORPORATION
4633.41	RATWIK, ROSZAK & MALONEY, PA	600.00	RELIANCE TELEPHONE SYSTEMS
945.89	REUBEN'S BODY SHOP INC	722.87	ROSEAU AUTO VALUE
461.14	ROSEAU CLEANING SYSTEMS	1679.84	ROSEAU CO SHERIFF-SUNDRY ACCOU
734.95	ROSEAU COUNTY FORD	1712.82	ROSEAU DIESEL SERVICE INC
5074.00	ROSEAU FIRE DEPT	815.76	ROSEAU TIMES REGION AND
2435.25	SJOBORG'S INC	608.63	SPIELMAN RADIO
2500.00	ST LOUIS COUNTY AUDITOR	752.00	STAN'S COMMUNICATIONS INC
407.88	STREICHER'S PROF POLICE EQUIP	1965.24	TW VENDING INC
1500.00	UND FORENSIC PATHOLOGY	334.80	RUSSELL WALKER
18244.31	ZIEGLER INC		
		57 PAYMENTS LESS THAN \$300	7,535.07
		****	FINAL TOTAL..... \$138,237.41 ****

COMMENTS AND ANNOUNCEMENTS

There were no comments or announcements.

COMMITTEE MEETINGS

Commissioner Swanson reported on the following committee meetings: Law Library Committee meeting, 1/29/09: Discussed fund balance and possibilities for future revenue sources. Bovine TB Stakeholders meeting, 2/3/09: Facilitated meeting regarding TB eradication efforts. County Safety Training, 2/3/09: Mandatory workplace safety training. Roseau River Watershed Board, 2/4/09: Received report from Nate Dalager on progress of the Hay Creek/Norland flood control project. Criminal Justice Coordinating Committee, 2/4/09: Discussed changes in delivery of mental health services for inmates. Association of MN Counties Futures Task Force, 2/5/09: Reviewed statistical analysis report on rural migration; attended session on leadership and courage; attended session with four first term state representatives and a first term senator. AMC Futures Task Force, 2/6/09: Participated in joint meeting with AMC Legislative Steering Committee on the Governor's Department of Human Services regionalization proposal.

Commissioner Johnston reported on the following committee meetings: Transportation Day at the Capital, 2/4/09: Discussed design-build bill sponsored by AMC. Meetings at the Capital, 2/5/09: Met with Rep Dave Olin and discussed TB, local government aide, Social Service Regionalization, County Budgets, Local Businesses; Met with Senator Stumpf: Discussed TB, local government aide, school issues, local businesses; Attended Joint Hearing on Transportation: Discussed findings of commission ordered by transportation bill, discussed how to improve MNDot's delivery of services;

Spoke with Commissioner Sorel about addressing the AMC transportation policy committee in April; Met with Senator Skoe: Discussed TB, business in Roseau County; attended Committee hearing on Capital Investment: Discussed bridge bonding and rail plan. AMC Legislative Steering Committee, 2/6/09: Futures Project and Steering Committee: Received updates on redesign project and economic situation in State Government. Also discussed centralization of Social Services, state budget and gave transportation update.

Commissioner Walker reported on the following committee meetings: TB Stakeholders Meeting, 2-3-09: Discussed TB eradication efforts.

Commissioner Foldesi reported on the following committee meetings: TRWD "Big Swamp" Work Group Meeting, 2/5/09: Discussed Two Rivers Watershed flood control project.

Commissioner Rasmussen had no meetings to report.

HIGHWAY DEPARTMENT

Assistant County Engineer Tim Erickson met with the Board to request approval of the 2009 Annual Refresher Training Contract with NCTC. A motion was made by Commissioner Johnston, seconded by Commissioner Rasmussen and carried unanimously to approve the training contract.

The Board discussed the snow plow equipment purchase that was approved at the January 27, 2009 Board Meeting as part of the approval of a snow plow truck purchase. At that time Engineer Ketring did not have an accurate total of the equipment purchase. The final quote was \$76,411.62, \$3,316.41 less than the approved amount. A motion was made by Commissioner Johnston, seconded by Commissioner Rasmussen and carried unanimously to approve the following resolution:

2009-02-01

BE IT RESOLVED, that the Board does hereby accept the revised quote in the amount of \$76,411.62 for the purchase of equipment for the 2009 Mack Tandem Axel snow plow truck.

SHERIFF'S DEPARTMENT

Chief Deputy Terry Bandamer met with the Board to discuss a proposed policy authorizing the Sheriff to approve overtime compensation in specific situations including natural disasters, high level criminal cases, times when the department is short staffed, and for special operations including the Federal Stonegarden Grant. No action was taken by the Board. It was noted that within the scope of the job duties of a department head is the responsibility to assign work, determine schedules and approve overtime as needed. Board action would be required for authorization to exceed an approved budget.

ROSEAU COUNTY AGRICULTURAL SOCIETY

Roseau County Agricultural Society Secretary Buddy Erickson met with the Board. Mr. Erickson updated the Board on 2008 fair ground improvements, 2008 fair data, and plans for the 2009 Fair. Mr. Erickson noted that in 2008 midway sales were down, concession sales were up and the grand stand events broke even.

The Board asked Mr. Erickson if the Fair Board would consider leasing space to Roseau County to store seized vehicles. Mr. Erickson advised the Board of a couple of possibilities and agreed to ask the Fair Board during their next regular meeting and report back to the Board.

DISCUSSION

The Board discussed a recent letter received from DNR Regional Director Mike Carroll regarding the un-designation of Norland Road as a DNR forest road. Mr. Carroll stated that DNR is willing to comply with the request to change the designation of the road and would do so by Natural Resources Commissioner Order as per M.S. 89.71, subd. 1. Mr. Carroll advised that completion of this process will require that the county apply for an easement for the road segment that is on state administered lands as per M.S. 84.63. Commissioner Swanson agreed to contact Mr. Carroll to clarify this matter and will report back to the Board at the next regular Board meeting.

Upon motion carried the board adjourned at 11:30 am. The next regular meeting of the Board is scheduled for February 24, 2009, at 8:30 am.

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	*Board Meeting Date
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***Subject Title (As it will appear on the agenda):**
Retroactively approve county government offices closing on Feb 9, 2009

***Background (Provide sufficient detail of the subject):**
The County Board, by resolution, may authorize the closing of county offices. Emergency closings may be retroactively approved by the county board at its next succeeding meeting.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**
BE IT RESOLVED, that the Board does hereby retroactively authorize the closing of all non-essential county government offices at 10:00 am on Monday February 9, 2009 due to inclement weather conditions.

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

ROSEAU COUNTY OFFICES CLOSING POLICY

Pursuant to Minnesota Statutes 373.052, County offices shall be open for public business on all business days except legal holidays, holidays established by the county board and emergency situations.

The County Board, by resolution, may authorize the closing of county offices. Emergency closings may be retroactively approved by the county board at its next succeeding meeting.

The County Coordinator, after consultation with the County Board Chair, County Sheriff, County Engineer and Emergency Manager, shall have the authority to close all or part of the county's operations during the normal work period. Reasons for closing include, but are not limited to, weather, safety, bomb threats, memorial services or other situations as designated by the County Board.

If it becomes necessary to issue a notice of closing, employees shall not suffer a loss of pay or benefits during the duration of the closing. This policy is not applicable to situations where an employee was not scheduled to work or where an employee had called in sick or had scheduled to use vacation or compensatory Time that day. To be eligible for pay, employees must be available for call-back if requested by the Coordinator or Department Head.

This policy does not apply to those departments and employees expected to remain on duty during adverse weather or other emergency events.

In situations where a notice of closing **is not issued**, it is the responsibility of the employee to use good judgment in deciding whether or not to attempt to come to work or to leave work early. This particularly applies to employees living outside the city of Roseau. No employee will be reprimanded for making the decision not to come to work or to leave work early, if the weather is questionable. In these situations, employees may use vacation or compensatory time, take a leave of absence without pay, or if the Department Head allows it, the employee may makeup the time.

ITEM # Consent 3

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):**
Approve 2009 Pembina Trail Resource Conservation

***Background (Provide sufficient detail of the subject):**
As part of the 2009 appropriations, Roseau County approved the 2009 dues for Pembina Trail Resource Conservation & Development Associations. The dues increased from \$400 to \$500. The Board was aware of the pending increase, but the change was not made in the proceedings. We will need to revise the December 2, 2008 proceedings. No payment has been made at this time.

***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

2008-12-07

BE IT RESOLVED, that the Board does hereby approve the following appropriations for 2009:

Roseau County Medical Travel \$4,465
Far North Transit \$3,000
Rural Life Outreach \$750
Area Ag Information Center \$750
Memorial Day \$600
Northwest Regional Library \$90,000
Joint Powers Natural Resource Board \$2,000
Northern Counties Land Use Board \$5,000
Roseau County Agricultural Society (Fair) \$20,000
Roseau County Soil & Water Conservation District \$60,000 (\$5,000 to Ag Inspector)
The International Coalition \$347
Pembina Trail Resource Conservation & Development Association \$400
Minnesota Heartland Tourism Association \$250
Minnesota Red River Development Association \$800
Roseau County Historical Society \$40,000



*Person Responsible for Request Hanson, Jule	*Department Sheriff	*Board Meeting Date Feb 24 2009
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***Subject Title (As it will appear on the agenda):**
 Benefit Payout to Tony Crow

***Background (Provide sufficient detail of the subject):**
 Tony Crow resigned his position as part time deputy effective 2/19/09 and is eligible for benefit payout per policy. Mr. Crow enlisted in the US Army.

***Financial Consideration:**
 \$113.34

***Legal Consideration:**
 None

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Teresa Klein, Clerk to the County Board

PAYROLL CHANGE

NAME: Tony Crow

BOARD APPROVAL DATE: _____

EFFECTIVE DATE: 2/19/2009

NEW ADDRESS: _____

PAY RATE: \$ 18.89

TITLE: Deputy Sheriff

GRADE/STEP: _____

DEPARTMENT: Sheriff 201

Full-time

Part-time

Temporary

CHANGE VACATION CODE TO: _____ L1 (1-5 yrs, 4 hrs) _____ L2 (5-10 yrs, 5 hrs) _____ L3 (10-15 yrs, 6 hrs) _____ L4 (15-20 yrs, 7 hrs) _____ L5 (over 20 yrs, 8 hrs) _____

GRADE/STEP CHANGE: Current Grade _____ Step _____
New Grade _____ Step _____

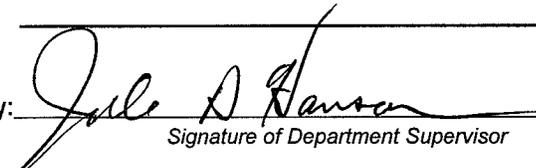
PAY RATE CHANGE: Current _____ New _____

SEVERANCE PAY:	Vacation			
	Sick			
	Comp.	6 hours @	18.89	\$113.34
	Holiday			
			TOTAL	\$113.34

REASON FOR CHANGE

- | | |
|---|---|
| <input type="checkbox"/> New Employee - Hire Date: _____ | <input type="checkbox"/> Retirement |
| <input type="checkbox"/> Rehire | <input type="checkbox"/> Layoff |
| <input type="checkbox"/> Address Change | <input type="checkbox"/> Family/Medical Leave |
| <input type="checkbox"/> Vacation Anniversary | <input type="checkbox"/> Return From Leave |
| <input type="checkbox"/> Grade/Step Change | <input type="checkbox"/> Reevaluation of Current Job |
| <input type="checkbox"/> Pay Rate Change | <input type="checkbox"/> Transfer |
| <input type="checkbox"/> Title Change | <input type="checkbox"/> Annual Cost of Living Adjustment |
| <input type="checkbox"/> Anniversary Step Increase | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Resignation/Termination | |

Comments: Tony crow Has left the Sheriff's Department as a temporary part-time Deputy Sheriff to enter the U. S. Army. Tony's last day of employment was 1/13/2009.

Approved by: 
Signature of Department Supervisor

2-19-2009
Date



*Person Responsible for Request Hanson, Jule	*Department Sheriff	*Board Meeting Date Feb 24 2009
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***Subject Title (As it will appear on the agenda):**
 Benefit Payout to Dispatch/Jailer Kimberly Peterson

***Background (Provide sufficient detail of the subject):**
 Kimberly Peterson resigned her position as regular part-time dispatch/jailer effective 2/2/08. Ms. Peterson is eligible for benefit payout of comp and holiday hours per policy. Ms. Peterson took a full time job with the MN State Patrol as a dispatcher. Ms. Peterson will retain a temp part-time status.

***Financial Consideration:**
 \$356.39.

***Legal Consideration:**
 None

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Teresa Klein, Clerk to the County Board

ITEM # C&A
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):**
 2009 AMC Legislative Conference

***Background (Provide sufficient detail of the subject):**
 The 2009 AMC Legislative Conference is scheduled for April 29-30 in St. Paul. Registration is now open. The Board may want to discuss who to send this year.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

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

Don't Miss Minnesota's Joint Local Government Conference!

Association of Minnesota Counties'

2009 LEGISLATIVE CONFERENCE

APRIL 29 - 30, 2009

Crowne Plaza, St. Paul - Riverfront
(Formerly the Radisson Riverfront)

Wednesday, April 29

- 7:30 A.M.** **REGISTRATION AND BREAKFAST**
Great River Ballroom
- 8:30 A.M.** **CONFERENCE WELCOME**
- 8:30 A.M. - 5:00 P.M.** **PLATINUM AMCAM VENDOR FAIR**
Garden Court East
- 8:45 - 9:45 A.M.** **LEGISLATIVE LEADERSHIP PANEL**
- Panelists: Sen. Larry Pogemiller, Senate Majority Leader; Rep. Margaret Anderson Kelliher, Speaker of the House; Sen. David Senjem, Senate Minority Leader; Representative, House Minority Caucus (TBD)
- Hear legislative leaders' insights on the top issues facing cities, counties, school districts, and townships.
- 10:00- 11:30 A.M.** **AMC POLICY COMMITTEES**
- Environment & Natural Resources
 - General Government
 - Health & Human Services
 - Public Safety
 - Transportation
- 10:00- 11:30 A.M.** **LMC/MSBA/MAT INDIVIDUAL ASSOCIATION MEETINGS**
- 11:45 A.M. - 12:15 P.M.** **JOINT GENERAL SESSION: COLLABORATIVE EFFORTS THAT WORK!**
Great River Ballroom
- Learn from your local government colleagues about successful collaborative efforts that you can use in your own communities.



COUNTIES, CITIES, SCHOOLS AND TOWNSHIPS are working together more closely than ever on issues of common concern for all communities throughout Minnesota.

That's why our associations are again holding a joint legislative conference, where we expect hundreds of city, county, school officials, and townships, to come together to explore legislative issues of common interest.

This year, our joint activities will take place on the first day (WEDNESDAY) of the conference, where a full schedule brings the four associations together to:

- Explore the impacts of the state budget deficit on local government operations.
- Hear from your peers about examples of local government collaboration.
- Talk with legislators about the top issues affecting local governments. Help educate state leaders about the importance of partnering with local governments to position our communities and state for better economic times.

Register Today and Be Part of This Important Event!

Visit www.mncounties.org for more information and on-line registration!



www.mntownships.org



(WEDNESDAY P.M., continued)

- 12:15 - 1:15 P.M.** **LUNCH WITH STATEWIDE LEADERS**
- Secretary of State Mark Ritchie
 - Governor Tim Pawlenty (invited)
- 1:30 - 4:30 P.M.** **SHUTTLES TO THE CAPITOL**
- Meet with Senators and Representatives at the Capitol (busing provided)
- 1:30 - 2:45 P.M.** **AMC 'HOT TOPIC' BREAKOUT I**
- 3:00 - 4:15 P.M.** **AMC 'HOT TOPIC' BREAKOUT II**
- 4:30 - 6:00 P.M.** **LEGISLATIVE RECEPTION/SOCIAL HOUR**
Garden Court East
- 6:15 - 7:30 P.M.** **"STATE OF THE COUNTIES" - AMC BANQUET**
Great River Ballroom
- Presentation of 2009 AMC Student Scholarship
 - 'State of the Counties' address by AMC President Jim McDonough, Ramsey County Commissioner

Thursday, April 30

- 8:00 A.M.** **AMC BREAKFAST**
Great River Ballroom
- 8:45 A.M.** **AMC GENERAL SESSION**
- Presentation of the 2009 4H Youth Leadership Awards
 - Redesign Update
 - Legislative Session Update / Goals for Next 6 weeks
- 11:00 A.M.** **ADJOURN**

CONFERENCE

Registration

Association of Minnesota Counties'

2009 LEGISLATIVE CONFERENCE

April 29 - 30, 2009
Crowne Plaza, St. Paul - Riverfront
(Formerly the Radisson Riverfront)

COUNTY/ORGANIZATION: _____

REGISTRANTS:

1. _____
2. _____
3. _____
4. _____
5. _____

ADDRESS: _____

CONTACT PHONE: _____ EMAIL: _____

THE REGISTRATION FEE IS \$225 PER PERSON.

Refunds will be granted less a \$50 cancellation fee if received between April 20-24.
No refund will be granted if cancellation is received after April 25.

Amount Owed: \$ _____

CHECK ENCLOSED

Please send this form
WITH PAYMENT to:
Association of Minnesota
Counties, Attn: Legislative
Conference Registration
P.O. Box 64689
St. Paul, MN 55164

VOUCHER

Please send this form
WITH VOUCHER to:
Association of Minnesota
Counties, Attn: Legislative
Conference Registration
P.O. Box 64689
St. Paul, MN 55164

BILL COUNTY

Please **FAX** this form to:
651-224-6540, Attn:
Suzanne



125 Charles Avenue
St. Paul, MN 55103-2108

Prsrt First
Class Mail
U.S. Postage
PAID
St. Paul, MN
Permit # 594



Joint Local Government Legislative Conference



Register Today and Be Part of Minnesota's Only Joint Local Government Conference!

April 29 - 30, 2009
Crowne Plaza, St. Paul - Riverfront

HOTEL

Information



CROWNE PLAZA®

ST. PAUL - RIVERFRONT

THE PLACE TO MEET.

You are responsible for making your own hotel reservation, but be sure to specifically mention the Association of Minnesota Counties or the Joint Legislative Conference room block when making your reservation in order to receive the group rate!

Crowne Plaza - St. Paul Riverfront

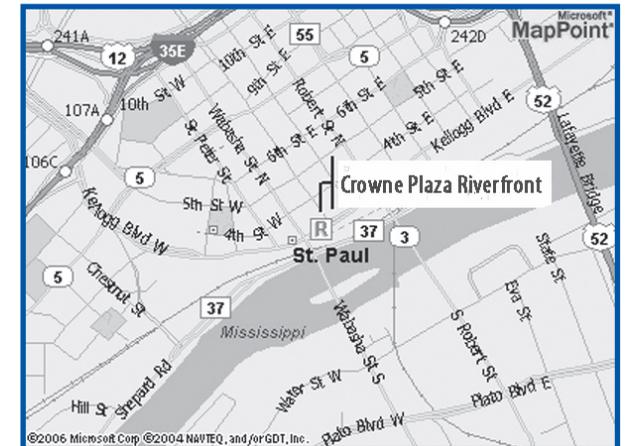
(formerly the Radisson Riverfront)

11 E. Kellogg Blvd., St. Paul
Local Phone: 651-292-1900
Toll-Free: 1-877-2-CROWNE

www.crowneplaza.com/stpaul

RATES: Standard/Double: \$138 +tax

CUT-OFF DATE: April 7, 2009



On-line registration is also available at
www.mncounties.org.

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



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Feb 24 2009
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***Subject Title (As it will appear on the agenda):**
 AMC Making Solid Land Use Decisions

***Background (Provide sufficient detail of the subject):**
 An AMC training entitled, Building Foundations: Making Solid Land Use Decisions has four dates and locations scheduled. See attached letter from MCIT and brochure.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

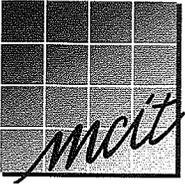
Coordinator's Office Use (Do Not Write Below)

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



MINNESOTA COUNTIES INSURANCE TRUST

100 Empire Drive
Suite 100
St. Paul, MN 55103-1885

651.209.6400
866.547.6516
FAX: 651.209.6495

February 10, 2009

Jack Swanson
Commissioner
Roseau Co.
210 6Th Ave
Roseau, MN 56751

Dear Commissioner,

The Minnesota Counties Insurance Trust (MCIT) strongly endorses the Association of Minnesota Counties (AMC) training, *Building Foundations: Making Solid Land Use Decisions*.

The number of and the cost to defend lawsuits that challenge decisions of boards of adjustment, planning commissions, county boards of commissioners, city councils, cities, townships and soil and water conservation districts is increasing. This AMC training session will assist local officials in making solid land use decisions and build a foundation to defend them in the event of a lawsuit. The training will incorporate:

- General principles of land use controls
- Findings and conclusions from the public hearing
- The hearing process
- Standards for variances and conditional use permits

Counties are encouraged to take the lead in attending and promoting this training. You are encouraged to send several individuals from your organization as well as invite other local officials responsible for land use decisions. The regional training will be held:

- February 19, 2009 (Rochester)
- February 20, 2009 (Brainerd)
- March 19, 2009 (Mankato)
- March 20, 2009 (Duluth)

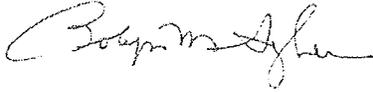
Additional training and registration information can be found on the AMC website at www.mncounties3.org/macpza

The program will be lead by Jay Squires and Scott Anderson, attorneys with Ratwik, Roszak and Maloney, P.A., who have extensive experience in defending municipalities in land use litigation. As rural, suburban and metropolitan land use issues come in conflict,

"Providing Minnesota counties and associated members cost-effective coverage with comprehensive and quality risk management services."

local policy makers will continue to struggle with difficult zoning decisions. When your decisions are challenged the ensuing litigation can disrupt routine work assignments, affect employee morale and impact the credibility of policy makers. This training will help equip you to make solid land use decisions that will aid in the defense of a lawsuit. We strongly encourage you to attend this very important loss control training session.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robyn M. Sykes".

Robyn M. Sykes, MCIT Executive Director

BUILDING FOUNDATIONS:
MAKING SOLID LAND USE DECISIONS
REGISTRATION

Registration Fee: \$45* per registration (lunch included)

Name: _____

County/Organization: _____

*Please check this box if you are a MACPZA Member and receive \$10 off your registration fee.

Phone: _____

E-Mail: _____

Please check which session you will be attending:

- FEBRUARY 19 - ROCHESTER**
Ramada Hotel & Conference Center
1517 16th Street SW, Rochester
Hotel Reservations: 1.800.552.7224
Workshop Registration Deadline: February 6, 2009
- FEBRUARY 20 - BRAINERD**
The Lodge at Brainerd Lakes
6967 Lake Forest Road, Baxter
Hotel Reservations: 1.877.843.5634
Workshop Registration Deadline: February 6, 2009
- MARCH 19 - MANKATO**
Country Inn & Suites Hotel & Conference Center
1900 Premier Drive, Mankato
Hotel Reservations: 1.888.201.1746
Workshop Registration Deadline: March 6, 2009
- MARCH 20 - DULUTH**
The Inn on Lake Superior
350 Canal Park Drive, Duluth
Hotel Reservations: 1.888.668.4352
Workshop Registration Deadline: March 6, 2009

Please return this form with payment to:

(Please make checks payable to AMC.)

Association of Minnesota Counties

Attn: Maria Werner

125 Charles Avenue, Saint Paul, MN 55103-2108

Download additional copies of this brochure at

www.mncounties3.org/macpza

Refunds will be granted for cancellations received by each session's registration deadline. No refunds will be granted after that date.

BUILDING FOUNDATIONS: MAKING SOLID LAND USE DECISIONS
SPACE IS LIMITED FOR THIS IMPORTANT TRAINING PROGRAM - REGISTER TODAY!

AMC
ASSOCIATION of MINNESOTA COUNTIES
Proudly Serving Counties Since 1909
125 Charles Avenue
Saint Paul, MN 55103-2108

BUILDING FOUNDATIONS:

• ROCHESTER • DULUTH •



WINTER/SPRING 2009

MAKING SOLID LAND USE DECISIONS

A TRAINING PROGRAM SPONSORED BY:



Association of Minnesota Counties
Minnesota Counties Insurance Trust
Minnesota Association of County
Planning & Zoning Administrators

ABOUT THE SESSIONS:

BUILDING FOUNDATIONS: MAKING SOLID LAND USE DECISIONS

As rural, suburban, and metropolitan land issues come in conflict, local policy makers must struggle with difficult zoning decisions. The process the public entity follows to reach a decision often comes under attack by affected landowners. These emotionally charged conflicts often result in litigation. The number of lawsuits regarding land use in the State of Minnesota is increasing in frequency and severity.

The Association of Minnesota Counties (AMC), the Minnesota Counties Insurance Trust (MCIT), and the Minnesota Association of County Planning and Zoning Administrators (MACPZA) have joined together to sponsor an educational initiative to assist local planning boards with land use decisions. This program has been designed to help participants in the decision making process and to build a solid foundation to defend them in the event of a lawsuit.

These sessions were designed for everyone involved with making county land use decisions, including:

COUNTY COMMISSIONERS
COUNTY ADMINISTRATORS &
COUNTY COORDINATORS
COUNTY ATTORNEYS
PLANNING & ZONING ADMINISTRATORS
WATERSHED DISTRICTS
SOIL & WATER CONSERVATION
DISTRICTS
PLANNING COMMISSION &
BOARD OF ADJUSTMENT MEMBERS

CLE credits will be applied for.

If you have any questions about the sessions, please contact Annalee Garletz, AMC Environment & Natural Resources Policy Analyst, at 651.789.4322 or garletz@mncounties.org

DATES & LOCATIONS:

• ROCHESTER • DULUTH •



WINTER/SPRING 2009

These identical training sessions are being offered on the following dates in four different locations around the state.

FEBRUARY 19 - ROCHESTER

Ramada Hotel & Conference Center
1517 16th Street SW, Rochester
Hotel Reservations: 1.800.552.7224

Workshop Registration Deadline: February 6, 2009

FEBRUARY 20 - BRAINERD

The Lodge at Brainerd Lakes
6967 Lake Forest Road, Baxter
Hotel Reservations: 1.877.843.5634

Workshop Registration Deadline: February 6, 2009

MARCH 19 - MANKATO

Country Inn & Suites Hotel & Conference Center
1900 Premier Drive, Mankato
Hotel Reservations: 1.888.201.1746

Workshop Registration Deadline: March 6, 2009

MARCH 20 - DULUTH

The Inn on Lake Superior
350 Canal Park Drive, Duluth
Hotel Reservations: 1.888.668.4352

Workshop Registration Deadline: March 6, 2009

SESSION AGENDA:

SCHEDULE:

8:00 A.M. Registration
8:30 A.M. Opening Remarks
Morning Sessions
12:00 P.M. Lunch
Afternoon Sessions
2:00 P.M. Adjourn

PRESENTERS:

Jay Squires, Attorney
Scott Anderson, Attorney
Ratwik, Roszak, and Maloney, P.A.

MORNING SESSION:

GENERAL PRINCIPLES OF LAND USE CONTROLS

- General Background Principles
- Highlights of Chapter 394 (County Planning Act)
- Ordinance Administration
- Processing of Application
- Risk Management
- Damages in Land Use Cases

FINDINGS AND CONCLUSIONS FROM THE PUBLIC HEARING

- Preparation for the Contested Case
- Findings When Granting or Denying the Application
- Judicial Review of County Zoning Actions

AFTERNOON SESSION:

THE HEARING PROCESS

- The Open Meeting Law
- Notice of Meetings
- Record Keeping
- Applications
- Conducting the Hearing

STANDARDS FOR VARIANCES AND CONDITIONAL USE PERMITS

- Conditional Use Permits
- Variances

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



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Feb 24 2009
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***Subject Title (As it will appear on the agenda):**
 2009 International LOW Water Quality Forum

***Background (Provide sufficient detail of the subject):**
 The 2009 International LOW Water Quality Forum is March 11th and 12th in International Falls. Commissioner Johnston has attended in the past. See attached brochure.

***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

Final Announcement Program Schedule & Registration Form

March
11 & 12
2009

International Lake of the Woods Water Quality Forum

Rainy River Community College

1501 Highway 71

International Falls, MN

The 6th annual International Lake of the Woods Water Quality Forum will take place March 11 & 12, 2009 at Rainy River Community College in International Falls, Minnesota.

The International Lake of the Woods Water Quality Forum provides an opportunity for those engaged in water quality research within the Lake of the Woods and Rainy River Basin to communicate findings, share ideas, and work toward a better understanding of water quality issues.

This is a professional symposium intended for researchers and resource managers working and/or interested in research and management activities related to the Lake of the Woods and Rainy River Basin.

The 2009 Forum will include working group sessions, symposium presentations, a poster session, and an Emerging Issues discussion session.

➔ **To register for the Forum, please use the Registration Form on page 4. Register and pay by February 28 to get the pre-registration discount!**

Forum Sponsors

- Lake of the Woods Water Sustainability Foundation
- Minnesota Pollution Control Agency
- Ontario Ministry of Environment
- Rainy River Basin Water Resources Center
- Rainy River Community College
- North American Lake Management Society
- MN St. Cloud State U.
- Lake of the Woods District Property Owners Assoc.
- Manitoba Water Stewardship
- Fisheries & Oceans Canada

Working Group Sessions

The Forum will feature focused working groups to discuss specific issues within the Lake of the Woods watershed. This year's sessions will be:

- Coordination of Monitoring for 2009 and discussion of successes and challenges from 2008
- Aquatic Invasive Species

Reports from these working groups will be presented during the symposium session.

Symposium Presentations

This day and a half session includes presentations and a poster session. This is the ideal forum for communicating results and fostering collaborative research within the Lake of the Woods watershed. We have a full slate of 18 presentations covering aquatic invasive species, nutrient and algal assessment, nutrient modeling, paleo studies, hydromanagement effects on aquatic biota, climate change, updates on monitoring programs and much more.

Foundation Reception & The Kallemeyn Award

Again this year, the Lake of the Woods Water Sustainability Foundation invites Forum participants to a casual reception after the day's technical session on March 11. The reception provides a good opportunity to continue the days discussion, network and wind down a bit. At the reception, the Foundation and the Organizing Committee will present the 2009 Larry Kallemeyn Award, recognizing an individual's outstanding professional achievement in science or resource management in the Lake of the Woods and Rainy River Basin.

Emerging Issues Session

Each year the Forum highlights an emerging issue, with science and policy keynote speakers and a discussion session. This year's Emerging Issues topic is:

Lake of the Woods International Coordination

Keynote speakers:

- Gaylen Reetz, Director Pollution Control, Minnesota Pollution Control Agency
- Franca Dignem, Director Northern Region, Ontario Ministry of Environment

Please pass this final announcement and Registration Form on to others who may be interested in attending the 2009 Forum

International Lake of the Woods Water Quality Forum • March 11 & 12 2009 • International Falls, MN

Draft Program

MARCH 11, 2009 - INTERNATIONAL LAKE OF THE WOODS WATER QUALITY FORUM

8:00 am – 1:00 pm Registration Open / 8:00 am – Continental Breakfast

WORKING GROUPS – CONCURRENT SESSIONS

9:00	Aquatic Invasive Species	Monitoring Coordination
10:30	Break	
10:45	Aquatic Invasive Species - Continued	Monitoring Coordination - Continued
12:00	Lunch	

SYMPOSIUM SESSIONS (DRAFT)

1:00 Welcome and Introduction To Symposium

1:30 – 3:00 Session 1 – Nutrients & Algae

- A preliminary total phosphorus budget for the Lake of the Woods. Kathryn Hargan¹, Peter Dillon¹, and Andrew Paterson². ¹Trent University, Department of Chemistry; ²Dorset Environmental Science Centre, Ontario Ministry of the Environment
- Whole-ecosystem research at the Experimental Lakes Area: Applications to the Lake of the Woods. Michael Paterson, D.L. Findlay, P. Blanchfield, Fisheries & Oceans Canada
- Environment Canada Lake of the Woods Water Quality and Harmful Algal Blooms Assessment Initiative: Year I. Sue Watson, Jay Guo, Paul Klawunn, Tim Pascoe, John Struger & Ram Yerubandi, Environment Canada
- Reducing nutrient loading to Lake Winnipeg and its watershed: Our collective responsibility and commitment to action. William (Bill) Barlow and Sharon Gurney, Lake Winnipeg Stewardship Board

3:00 – 3:30 Break & Poster Session

3:30 – 5:00 Session 2 –Hydromanagement

- Reduced winter drawdown and earlier spring refill corresponds with improved macroinvertebrate community structure in Namakan Reservoir. Daniel C. McEwen¹ and Malcolm G. Butler². ¹Minnesota State U. Moorhead, ²North Dakota State U.
- Monitoring the ecological effects of lake level management on Voyageurs National Park using beavers (*Castor canadensis*). Steve Windels, National Park Service, Voyageurs National Park
- Interactive effects of hydromanagement, land use and climate on water quality of border lakes in Voyageurs National Park and vicinity. Claire Serieysso¹, Mark Edlund², Larry Kallemeyn³, and Joy Ramstack². ¹Water Resources Science, University of Minnesota; ²St. Croix Watershed Research Station of the Science Museum of Minnesota; ³USGS, CERC-International Falls Biological Station
- Assessing the implications of multiple stressors and recent diatom shifts in the Lake of the Woods, Ontario, Canada. K.M. Rühland¹, A.M. Paterson², K. Hargan³, A. Jenkin¹, N. Michelutti¹, B.J. Clark⁴, and J.P. Smol¹. ¹PEARL, Queen's University; ²Ontario Ministry of the Environment, Dorset Environmental Science Centre; ³Department of Resource and Environmental Studies, Trent University; ⁴Gartner Lee Ltd.

6:00 FOUNDATION RECEPTION (Holiday Inn) Guest Speaker – TBA | Presentation of 2009 Kallemeyn Award

MARCH 12, 2009 - INTERNATIONAL LAKE OF THE WOODS WATER QUALITY FORUM

7:30 Registration & Continental Breakfast

8:30 – 10:00 Session 3 - Emerging Issues – International Coordination

- International Coordination – Gaylen Reetz, Director Pollution Control, Minnesota Pollution Control Agency
- International Coordination –Franca Dignem, Director Northern Region, Ontario Ministry of Environment

10:00 – 10:30 Break

10:30 – 12:00 Session 4

- Report from Working Groups (Aquatic Invasive Species; Monitoring Coordination)
- Kallemeyn Award Recipient Guest Lecture.
- On the edge: Developing a frame of reference to explore the potential importance of the littoral zone in Lake of the Woods. Michael A. Turner¹, Kelly A. Hille¹, Thomas Mosindy² and Helen M. Baulch³. ¹Fisheries and Oceans Canada; ²Lake of the Woods Fisheries Assessment Unit, OMNR; ³Trent University.
- The Application of CABIN Biomonitoring in Lake of the Woods. T. Pascoe, J. Struger and R. Kent, Environment Canada

12:00 – 1:45 Lunch & Poster Session

1:45 – 3:05 Session 5

- Minnesota Waters: Empowering citizen involvement in water quality issues. Courtney Kowalczak, Minnesota Waters
- Aquatic invaders in Lake of the Woods Basin and others on the way. MN DNR, Division of Ecological Resources, Itasca State Park.
- Aquatic Invasive Species Watercraft Inspection Program in NW Ontario, Canada. Laurie Wesson¹, Alyson Rob², Vern Pham³, Moriah Rogoza⁴ and Kevin Empey⁵. ¹Fisheries and Oceans Canada; ²Ontario Ministry of Natural Resources; ³Alberta, Canada; ⁴Red River College; ⁵University of Manitoba
- TBA

3:05 – 3:30 Closing Remarks

POSTER PRESENTATIONS March 11 (2:30 – 3:30) & March 12 (12:00 – 1:45)

Preliminary Phosphorus Model for U.S. Portions of Lake of the Woods: How Important are the Tributaries. Joseph Hadash and Matthew Julius, St. Cloud State University, Department of Biological Sciences, St. Cloud, MN 56301

Removing Cyanobacteria and cyanotoxins in rural settings. Rachel Lindgren and Matthew Julius, St. Cloud State University, Department of Biological Sciences, St. Cloud, MN 56379

Transboundary Cooperation to Manage the Rainy River. Kelli Saunders¹ and Nolan Baratono². ¹Ontario Ministry of Environment; ²Minnesota Pollution Control Agency

IJC's First 100 Years. Gail Faveri, IJC International Rainy Lake Board of Control

Water quality monitoring in Voyageurs National Park. Joan Elias, National Park Service – Great Lakes Inventory and Monitoring Network

Addressing data gaps in the total phosphorus budget for the Lake of the Woods. Kathryn Hargan¹, Peter Dillon¹, and Andrew Paterson². ¹Trent University, Department of Chemistry; ²Dorset Environmental Science Centre, Ontario Ministry of the Environment

A diatom-based regional comparison between modern and pre-industrial water quality in the Lake of the Woods, Ontario. Hyatt¹, C.V., Rühland¹, K.M., Paterson², A.M., and Smol¹, J.P. ¹Paleoecological Environmental Assessment and Research Laboratory (PEARL), Queen's University; ²Ontario Ministry of the Environment, Dorset Environmental Science

Implications of body size, trophic position, species identity, and lake water quality for crayfish mercury burdens in and near Voyageurs National Park. Brenda Moraska Lafrancois¹, Ryan Maki². ¹St. Croix Watershed Research Station; ²Voyageurs National Park

Seasonal distribution of adult lake sturgeon in Namakan Reservoir, Voyageurs National Park. Stephanie Shaw¹, Steve Chipps¹, David Willis¹, Steve Windels². ¹USGS Cooperative Fish & Wildlife Research Unit, Department of Wildlife and Fisheries Sciences. South Dakota State University; ²Voyageurs National Park

There are still a few slots available for poster exhibits (only). Please contact Todd Sellers (tsellers@lowwsf.com) by Feb 28 if you wish to exhibit a poster

Contact For More Information

Todd Sellers (866) 370-8891 tsellers@lowwsf.com
Nolan Baratono (218) 283-2240 nolan.baratono@pca.state.mn.us
Andrew Paterson (705) 766-2951 andrew.paterson@ontario.ca

Organizing Committee

Forum Lead

Todd Sellers, Lake of the Woods Water Sustainability Foundation (LOWWSF)

Symposium Lead

Nolan Baratono, Minnesota Pollution Control Agency (MPCA)

Working Groups Lead

Andrew Paterson, Ontario Ministry of Environment (OMOE)

Members

Matt Julius, Minnesota St. Cloud State University (SCSU)

Kelli Saunders, Ontario Ministry of Environment (OMOE)

Anna DeSellas, Ontario Ministry of Environment (OMOE)

Don Carlson Minnesota Pollution Control Agency (MPCA)

Melissa Rauner, Minnesota Pollution Control Agency (MPCA)

Registration Form

March
11 & 12
2009

International Lake of the Woods Water Quality Forum

Rainy River Community College

1501 Highway 71

International Falls, MN

Please complete this form (one per person) and e-mail, fax, or mail by February 28, 2009 to Matt Julius at:

E-mail: phytolab@stcloudstate.edu

Fax: 320.308.4166

Snail-mail: "Lake of the Woods Forum", c/o Professor Matt Julius, Dept. Bio Sciences
St. Cloud State University, 720 4th Ave. South, St. Cloud, MN USA 56301

Registration Fee: \$50 CDN or USA funds OR pre-register and pay by February 28, 2009 and pay only \$40

- Registration includes refreshments and lunch on the 11th and 12th.
- *Registration is free for students with a valid school ID.*
- Travel and accommodation costs are the responsibility of the individual.

Payment Options: Pre-payment via check or credit card would be greatly appreciated.

By Check: Please make checks payable to St. Cloud State University and write "For LOW Forum" in the memo field of your check and mail to the address above.

By Credit card: Please include your credit card information and signature on this registration form below and mail or fax to the address / fax number above. VISA & MasterCard only please.

At the Door: You may pay via check or cash (no credit cards) at the registration desk (mornings of March 11 and March 12) or at the Foundation's reception on the evening of March 11.

Accommodation: Holiday Inn, International Falls MN, conference rate of \$75 USD plus taxes. Make your reservations by February 24, 2009 and quote the "International Water Quality Forum" to get the conference rate. The Holiday Inn is across the street from the Rainy River Community College, the site of the Forum. The Foundation reception March 11 will be at the Holiday Inn. **Reservations: 1-800-331-4443**

Staying on the Canadian side of the border? La Place Rendezvous in Fort Frances ON, conference rate of \$96 CDN plus taxes. Make your reservations by February 24, 2009 and quote the "International Water Quality Forum" to ensure that you get the conference rate. **Reservations: 1-800-544-9435**

Registration Details:

Name: _____

Organization: _____

Mailing Address: _____

E-mail: _____

Phone: _____

I request vegetarian meals: _____ Yes _____ No

Please indicate if you plan to attend the optional working groups (morning of 11th):

• Monitoring Coordination	_____ Yes	_____ No
• Invasive Species	_____ Yes	_____ No

Credit Card Payment:

VISA MasterCard Amount \$ _____ (\$50 or \$40 prior to Feb. 28, 2009)

Account # _____

Expiry (month/year): _____ / _____

Name on Card: _____

Signature: _____

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



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Feb 24 2009
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***Subject Title (As it will appear on the agenda):**
 MCIT Workforce Issue Training

***Background (Provide sufficient detail of the subject):**
 Attached is a brochure regarding an upcoming MCIT Training on Workforce Issues. The training is scheduled for March 18th in St. Paul. Given the current economy, the topics are timely and important. I would be interested in attending. The registration cost is \$40.

***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

Registration

I want to attend:

Workforce Issues:

Making Difficult Employment Decisions in a Changing Environment

Wednesday, March 18 at the MCIT Building

100 Empire Drive, Suite 100, St. Paul, MN 55103-1885

● Plenty of free parking

To register, email or fax the information below to MCIT or go online to complete a registration form.

E-mail: register@mcit.org • Fax: 651.209.6496

Online: www.mcit.org

Registration Fee

- \$40.00 Members (Special one-time reduced fee)
- Check here if you require special accommodations. MCIT will contact you for additional information.

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: _____

Make checks payable to "MCIT" and send to:

Minnesota Counties Insurance Trust

Attn: Accounting

100 Empire Drive, Suite 100

St. Paul, MN 55103 -1885

Cancellation Policy: Individuals registered for the conference will not be billed for cancellations made at least one week prior to the session. Cancellations received after the deadline will be billed for the entire registration fee.

Questions: Call MCIT at 866.547.6516



Register now!



Minnesota Counties Insurance Trust
100 Empire Drive
Suite 100
St. Paul, MN 55103-1885

Workforce Issues:

Making Difficult Employment Decisions in a Changing Environment

Wednesday,

March 18th

9:00 a.m. – 3:00 p.m.

MCIT, St. Paul

3rd Floor, Room 307



Agenda

● **9:00 a.m. – 10:30 a.m.**

Economic & Legal Considerations for Workforce Reductions

Penelope Phillips, Attorney (Felhaber, Larson, Fenlon & Vogt)

This session introduces participants to the economic and legal pitfalls associated with reductions in workforce and other difficult employment decisions when all other options have been exhausted. Participants will explore legal requirements and examine how to implement a workforce reduction plan that minimizes the risk of employment claims.

● **10:30 a.m. – 10:45 a.m.**

Break

● **10:45 a.m. – Noon**

Downsizing Strategies

Susan Hansen & Pamela Galanter, Attorneys (Frank Madden & Associates)

This session explores employment alternatives the county may wish to consider when attempting to reduce operating costs (i.e. furloughs, unilateral management decisions, retirement incentives, layoffs, wage freezes). The session will also examine some of the unintended consequences of these options such as legal and financial issues, public perception, media reaction and the impact on other bargaining units. Presenters will also offer strategies to address these issues.

● **Noon – 12:45 p.m.**

Lunch

● **12:45 p.m. – 1:15 p.m.**

MCIT Coverage Issues

Steve Nelson, MCIT Program Manager

This session will provide a brief overview of MCIT coverage as it may apply when claims are made as a result of the county's workforce decisions.

● **1:15 p.m. – 1:30 p.m.**

Break

Who should attend?

This session is specifically designed for

- **County Commissioners**
- **HR Professionals**
- **County Administrators/Coordinators**

who are involved with workforce decisions at an executive level.

● **1:30 p.m. – 2:45 p.m.**

Elected Officials Salaries & Budgets

Scott Anderson, Attorney (Ratwik Rosak & Maloney)

Typically, a decision to reduce a department's resources will be met with resistance from department heads, supervisors and employees. An elected official's objections to changes in staff and operating budgets raise unique risks for the county. Unlike other department heads, Minnesota Statutes allow county elected officials/department heads to "sue" the county and obtain Court review of budget and salary determinations affecting their departments. This presentation will focus on factors the county must consider when dealing with an elected officials budget and/or salary, and on strategies the county can use to better manage the risk of litigation when considering changes to the budget and/or salary of an elected officials and their departments.

● **2:45 p.m. – 3:00 p.m.**

Wrap Up & Adjourn

Register early – space is limited!

ITEM # C&A
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):**
 Joint Powers Board of the Red River Basin Meeting

***Background (Provide sufficient detail of the subject):**
 Commissioner Foldesi serves as the Roseau County representative on this Board. A meeting is scheduled for February 26th in Mahanomen at the Red Apple Café. Commissioner Foldesi will be out of town and unavailable to attend. The Board may want to consider sending an alternate. Attached is the agenda and meeting minutes.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

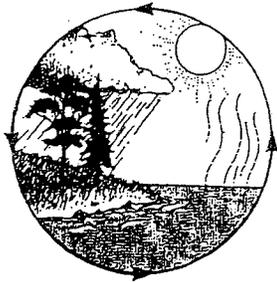
Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk



NORTHWEST MINNESOTA COUNTIES

JOINT POWERS BOARD OF THE RED RIVER BASIN IN MINNESOTA

RECEIVED
FEB 12 2009

Office: Red River Basin Commission • 119 5th St. S. • PO Box 66 • Moorhead, MN 56561-0066
Phone 218-291-0422 • FAX 218-291-0438 • staff@redriverbasincommission.org

www.redriverbasincommission.org

COUNTY COMMISSION
JOINT POWERS BOARD
REPRESENTATIVES

BARRY NELSON
Becker County

QUENTIN FAIRBANKS
Beltrami County

DOUGLAS TOMSCHIN
Big Stone County

JON EVERT
Clay County

None Designated
CLEARWATER COUNTY

None Designated
GRANT COUNTY

LEON OLSON
Kittson County

JERRY DAHL
Mahnomen County

GARY KIEFOW
Marshall County

STEVE JACOBSON
Norman County

None Designated
OTTER TAIL COUNTY

CHARLES NAPLIN
Pennington County

DON DIEDRICH
Polk County

VELMA OAKLAND
Red Lake County

MARK FOLDESI
Roseau County

HERB KLOOS
Stevens County

CLARENCE ZIMMEL
Traverse County

STEPHANIE MIRANOWSKI
Wilkin County

February 9, 2009

TO: Joint Powers Board Representatives
County Commissions
Minnesota Red River Basin

SUBJECT: JPB Agenda and Minutes

Enclosed are the minutes of the Joint Powers Board meeting of November 26, 2009, along with the Agenda for the Thursday, Thursday February 26th meeting.

Congratulations to the members and alternates elected to represent the Red River Basin Minnesota Countys Joint Powers Board on the Red River Basin Commission. This is a responsibility that is growing with all the new programs and technology.

A sincere thanks to Commissioner Clarence Zimmel for his service as member and as Vice Chair. Efforts such as his are truly indicative of the caliber of concerned County Commissioners within the Minnesota Counties of the Red River Basin.

It has been a pleasure to serve as your Coordinator/Scheduler over these past years. I have been, and remain, impressed by the dedication that each of you has exhibited as partners in this quarterly County gathering. The road ahead, at least for the next 2 to 3 years, will not be easy, but teamwork and dedication will prevail.

Mark your calendars - Again, the meeting is at 10:00 am, **Thursday February 26th, 2009** at the **Red Apple Café** in Mahnomen.

If you have any questions, contact Pres. Jerry Dahl at 218-935-2658 or e-mail jerry.dahl@co.Mahnomen.mn.us or contact Milt Arneson at 218-233-2427 or e-mail armilar70@aol.com

Milton A. Arneson
Counties JPB Coordinator/Recorder
RRBC

Attachments::

1. Agenda for February 26, 2009
2. JPB Minutes of November 20, 2008

**JOINT POWERS BOARD MEETING
RED APPLE CAFE
MAHNOMEN, MN.
Thursday, February 26, 2009
10:00 a. m.
(Draft)
AGENDA**

I. Call to Order

- Introductions
- Approve Agenda

II. Approve Minutes

- November 20, 2008 meeting

III. Presentation

- Wayne Goeken - Red River Watershed Management Board - River Watch

IV. County Reports

- Current activities, issues, and concerns
 - a. County Budgets - levies and status - Comparable Worth activities
 - b. Labor Negotiations

V. Continuing Discussions

- Flood Control - storage
- Farm Bill - any new discoveries
- Meth Rehab Center - update on \$150,000
- Crystal Plants - valuation update
- Trust lands
- TB control (Cattle and Wild Animals)
- Water Management Districts

VI. Old Business:

- Feed Lots, Hog farms, and Dairy
- Jails (old, new, & proposed)
- Status of Ethanol Plants

VII. Statewide Organization Briefings

- AMC Activities - Evert
- BWSR Activities - Fairbanks

VIII. Future Activities:

- Next Meeting - Thursday – May 28, 2009
- Potential Presentations for next meeting ?:

VIII. Adjourn

REMEMBER - THURSDAY, February 26, 10:00 a.m.

**RED RIVER BASIN OF MINNESOTA
COUNTY COMMISSIONERS
JOINT POWERS BOARD MEETING
MINUTES**

**Red Apple Café, Mahnomen, MN
Thursday November 20, 2008
10:00 a. m.**

Present: Beltrami County - Quentin **Fairbanks**; Mahnomen County - Jerry **Dahl**;
Marshall County - Gary **Kiesow**; Polk County - Don **Diedrich**; Red Lake
County - Velma **Oakland**; Stevens County - Herb **Kloos**;
Traverse County - Clarence **Zimmel**;

Absent: Clay County - Jon **Evert**; Becker County - Barry **Nelson**;
Big Stone County - Doug **Tomschin**; Clearwater County- (no designee);
Grant County (no designee); ; Kittson County - Leon **Olson**;
Norman County - Steve **Jacobson**; Otter Tail County - (no designee);
Roseau County - Mark **Foldesi**. Wilkin County - Stephanie **Miranowski**

Guests: Dan Olson, MPCA, Detroit Lakes; Dan Wilkins, RRWMB

RRBC: Julie Goering, RRBC.

I. Call to Order:

Introductions.

II Approve Agenda

Motion to approve Kloos, Seconded Zimmel, Approved

III Approve Minutes:

Motion to approve minutes of August 28, 08 by Kloos,, Seconded Oaklandi,
Approved

IV Presentation Dan Olson, MPCA

Milt called me about two weeks ago and asked me to talk about Waste Management. Thinking about that I thought we would talk about Waste Management in Minnesota - one broadly on a state-wide basis, what is going on generally in Waste Management, and then I thought I would focus in on a second presentation on Northwest Minnesota, what is going on in this region, actually we are quite progressive and it is kind of a model we would like to see going on in the rest of the State. Basically the philosophy in Minnesota is that land fills less and less of a role in waste because it is too difficult to site landfills, and that isn't surprising since no one wants a landfill in their backyard. As an example Otter Tail County is just now building a new Transfer Station which is a state of the art and about as clean as you can get and they had to fight tooth and nails to get it approved.

More and more of the developers are developing areas outside of town and people just don't like having garbage around.

Diedrich: The Commissioners up at Hallock are expanding their Landfill and taking on a whole lot of North Dakota garbage, is landfill sighting a big problem in Minnesota as it is on the east and west coasts?

Olson: Even here, even at the Clay County landfill. The property they purchased from some of the families way back when are have some of the same families living in the area and are very, very concerned and are fighting any expansion of the land fill, even though they were in support of the idea when the land was sold. So even if you have only a handful of people around it is very difficult to get by the opposition by the landowners. There are certain issues such as weather, smell, and different things, but you would think that these would not be a problem for sighting with all these open areas, but it is just about impossible. Theoretically it is possible, but in reality it is not.

Kloos: All the energy released when we bury our garbage, we did burn at one time, but it bothers me that we are wasting this energy when energy has been so high priced, so I was kind of hoping that the State would prepare a resolution that there would be no more landfills opened. Our County Board has a chance to vote with Pope-Douglas and the Commissioners are shaking their head because it is going to cost a little more, but maybe we will gain in the long run.

Olson: We are going to be talking about Waste Energy in about 2 minutes. This subject of Waste Management came about in 1980 because at that time every 10 tons of waste was sent straight to 140 landfills and 200 illegal open dumps and all of you remember what those were, all located back where no one could see them, what happened was that it exacerbated pollution problems because it could pass easily into the drinking water and it wasn't unusual for those with open dumps to burn the waste to reduce the volume and the result was to create pollution of the air, and for this reason and others we passed the Waste Management Act. At that time we began to determine where we wanted to put our time and resources in order to comply with the WMA. The biggest opportunity was to reduce the number things that were going into the landfill. That is where we placed a lot of our efforts, likewise into recycling - the more we could recycle, the less would enter the landfill. As you notice another area as one of the priorities was waste energy and resource recovery and this made a lot of sense. When communities, counties, cities, townships asked for assistance with programs, facilities, and operations to deal with waste management, these were the kinds of priorities and efforts we were looking for. We were looking at landfills and waste energy, it wasn't at the top of the pyramid, but somewhere in between. The last thing we wanted to do was sighting, so we had less and less resources going into sighting and finding landfills and more and more of our resources into other areas. At the Pollution Control Agency we are working on Waste Management over the State of Minnesota, and I will first talk State wide and then focus in on Northwest Minnesota. (Slide showing amount of solid waste and how it is growing). We believe we will run out of landfill space in 10 years because of the rate

solid waste is accumulating. Unless we find other landfills, and it is difficult to sight landfills because no one wants a landfill in their area.

Diedrich: I don't know where Marquette is but we just bought 120 acres adjacent to where we were, and we don't anticipate using it for from 30 to 50 years. The object of the purchase was so we could first - have enough space, and second - it provide the neighbors with reasons for not building there, and anybody who is anyway close, it gives them a chance to live on the land and when we begin using the site, the houses will be older. A lot of this has to do with the trouble Grand Forks is having. We are trying to look ahead.

Olson: We support looking ahead and it will place you in a good position.

Diedrich: Marquette is doing the same thing.

Question: Do you lease the land out?

Diedrich: No it is all in CRP.

Olson: Things will change - I'm sure that as people see what is coming in they will take steps to plan for the future. What we see though is where they try and increase their capacity, it comes up for public review and then there is the whole public discussion and debate.

Kloos: Going back to the pyramid, what percentage of the land is in landfill now?

Olson: I have that figure coming up. We are looking at the 2006 statistics, 2007 is being worked on. 50% of the solid waste still goes to the landfill, what is encouraging is the amount of waste going into energy. A lot is going into on site disposal and there is still some out door burning and that is a touchy subject. Some of the 2007 data, if you notice the green line that is in the Metropolitan Area, that is where it jumped up initially and then stabilized. In Greater Minnesota the State wide effort took a little more gradual slope to get into the idea of recycling. Everybody in Minnesota is now about at the same stage - up around 50%, and that is very good as compared to other parts of the country as far as recycling goes. The trouble is we have gotten up in that range this past decade and have moved very little. What I would like to discuss now is STORE, In 1989 the Legislature adopted a Comprehensive Waste Reduction and Recycling legislation based on the recommendations of the Governor, and the Committee on Recycling and the Environment. This legislation is going to provide the Counties with some sort of waste reduction, recycling, and waste management programs and this will require a reporting system that will report on the waste management program in Minnesota. We do have a 2007 policy report available and I am going to talk about some of the things in that report that tells us where we need to do more and some of the emerging issues. This in on the WEB if you wish to go there and extract some of the material. Some of the things I pulled from the report, one the main emphasis now is the focus on renewable energy and energy conservation. When this report first came out it was sent to many groups around

the state, were any of you involved? The document was quite comprehensive and they gathered together different groups and what the people agreed on was a broad goal of Greenhouse Gases and energy and of course there was discussion on how we were going to do that. A lot of discussion on use reduction has not received the attention nor the finance support that recycling waste energy and incineration has received. And when you look at the pyramid the big part where we wanted the resource to go was the need for ways to eliminate the need to dispose of waste, so we are saying we need to pay more attention to that part of the pyramid. Improvement in waste management needs cooperation from Cities and Counties and their budgets, and you are all experienced in that. There was consensus that the State should not mandate increases in recycling without verifying that the markets and infrastructure exists as well as transportation. Counties want SCORE (?) payments to catch up with the SCORE (?) programs to meet the new SCORE (?) goals. The State wants higher performance across the State(too much background noise, plates being stack, etc. to hear recording)

In 2005 & 2006 the recycling data including credit for yard waste resulted in a 48% participation which is high in comparison to other States where the average was about 41%. One point that was interesting was that waste energy has decreased by almost seven (7) percent of the 19% in the total waste stream. About one third (1/3) of all waste in Minnesota is still going into landfills. Dumping and burning decreased by three (3) percent and that is a good sign and that is one of the areas we are going to talk about improving. One of the missed opportunities was where we failed to identify 1.3 million tons of otherwise marketable material valued at \$312 million dollars. Despite higher market prices for paper, plastic and metal. There has been a reduction in the amount of paper and plastic being recycled today. This indicates that the market is not strong enough for some Minnesotans and some of the business to recycle and possibly there is something else going on. What we have to do is find a reason for more people to recycle. On the sunny side, we have one of the best disciplines of recycling by individuals and businesses at the township, city and county level. 42 million in local government spending and 5 million in State government spending In 2006 Minnesota Counties spent over 54 million and increase from 2005 and the Legislature and the Governor stated that increases should follow. (Graphic Presentation) Understand that the 2007 report identifies in the near term the power. One thing they were not able to identify something that is not working and needs to be corrected is that it appears that in the Directory there are a lot of issues/items that the Agencies are recommending to the Legislature that requires clarify some of the obligations in the Directory as to where they are to be distributed. Then we have the issue of Greenhouse Gases, and we have recommended a new subdivision that provides distributors of beverages, etc. concerning recyclable containers. Last summer at WEFest we supported this broad effort to increase recycling and work with the team on curbing the lack of recycling. I forget the exact reduction in the tonnage for the landfill, but it made a significant impact on amount of solid waste brought into the landfill. One of the problems is the noncombustible plastic bags when we are trying to compost organic material. So we are recommending that the bags be developed so they can be composted. I don't know how many of you pick up compost, but I know in the Fargo/Moorhead area, but one of the differences is that people would rather come over to Fargo because it has less bag waste in their in Moorhead. That is an issue and we are trying to get at that by requiring that bags going into Compost should be

able to break down. Here are some of the other recommendations: We are trying to get at open drains, reducing them further by going to a fire band, evidently there are exceptions where there are no garbage pick up available We are trying to correct those loopholes in a couple of different ways: provide systems where we can end backyard garbage burning - it is one of the issues that we and DNR receive quite a few calls, and one of the things that is driving that is that more and more people are moving out to rural areas or semi rural areas, where there wasn't a problem in the past because you didn't have neighbors around you that were bothered by smoke at that level. Now we are getting complaints from neighbors but the main thing is that our guys are concerned about plastic it releases a chemical. When there are children in the neighborhood, in their developmental years, the contents of burning plastic can really hinder neurological and other types of development in children. The trouble is that Plastic doesn't burn hot enough to break down the chemicals and reduce the toxicity of the chemical. When it is in the incinerator the fire is so hot that the compounds break down more completely and they are not as toxic. When you burn in the back yard you do not get enough oxygen into the fire to make it burn the compounds. We are looking over the next two years to reduce this back yard type of burning.

Dahl: Here in Mahnomen County we are going on the Reservation, are you working with the Tribal Council?

Olson: I don't think that we do.

Dahl: We have scattered areas of trust property's where we don't have regulatory law.

Olson: I believe that is entitled to compensation.

Question: Who is in charge of enforcement?

Olson: We can actually go out, it depends on what the situation is, what is going on, what is being burned. Generally it is the DNR, they can actually cite someone, we don't have ticketing authority for backyard burning, we have ticketing authority for example don't get permit for burning demolition and taking care of the demolition then we would probably get involved.

Question: We are talking about back yard garbage, don't you have 'bigger fish to fry' than this - with the effort and time spent on this to eradicate backyard burning I can think of a lot of problems that are a lot more severe than that. I am not a big fan of PCA anyway and I recognize there is a purpose.

Olson: The thing is, and in a case like this there wouldn't be any outcome from that because there wasn't a complaint. We and DNR generally take action based on a complaint. So the effort comes when there is a complaint, there has to be a tool, a law or requirement so we can take action when there is a complaint, and if there isn't - there is

no action to take other than local authorities with nuisance type rules and then we get to the question do we have a consistent approach across the state.

Oakland: We have a standard burning policy in Red Lake County, and they have to get a permit to burn old bales, old trees, etc. I did notice that in Thief River Falls one person was burning in his backyard and they gave him a \$100 fine.

Olson: It was possibly a nuisance ordinance and I'm not sure it was handled under a city ordinance or what.

Oakland: It was 5 miles west of TRF.

Olson: Then that would have been DNR.

Diedrich: I burned garbage my whole life, and look how I turned out.(laughter)

Oakland: What about burning cardboard, newspapers and things like that?

Olson: You can do that, That is what the permits are for - let's say you want to burn wood or recreational fire or paper you can go and get a permit. It gets back to having that tool available when there are problems and issues.

Diedrich: 10 years ago I was on the Planning and Zoning Board in Polk County and that was when a fellow from I believe PCA came up and made a presentation and they were talking about this enforcement authority and my comment at that time was you can catch a lot more flies with sugar than you can with salt, and I believe education, knowledge of what you are doing, and cooperation and I believe you realize this. You know what was happening when we were pouring our chemicals down the drain, and I believe this meeting to begin with is the way to go.

Olson: Maybe I misrepresented our approach by bringing up the importance of Ingelwood actually the amount of resources allocated for this issue and you can look at this to be, and I can pull up the full report, do talk about this providing education through helping Counties provide better access to waste collection, waste services, and providing alternatives knowing you have this waste sitting out there now what are you going to do with it. So providing alternatives is one of the big approaches we are taking.

Diedrich: When you are making your presentations, I would just forget the enforcement part of it. You have everybody here in favor of this approach. You want a show of hands of everybody that is in favor right here? You know where you are at.

Olson: It is going to take, like you say, it is going to take time to present alternatives. Again it is the changing nature of the urban areas.

Oakland: We also have the horsepower scientific waste program, I believe statewide, and twice a year they come to Red Lake County to pick up chemicals. Isn't

there a spot in Bagley, a Regional center building you can bring chemicals to and get it off your hands and the State will pick it up from there?

Olson: We realize we have these issues and what do we do about it? Well, we provide alternatives, we make it easier for people to dispose of material in other ways.

Diedrich: and educate people on how to dispose of materials and the reasons why, so that they do utilize the proper methods.

Fairbanks: How much does the County charge for garbage pickup? We have garbage pickup but in large containers, they have dumpsters in strategic locations. How much do you charge your residents?

Oakland: You mean on our Garbage bill that comes out each month?

Fairbanks: No, on the Property Tax Bill. - we put \$100 on our Property Tax Bill of the residents and \$150 for Businesses. The Garbage is dropped off at centers and centers are located throughout the County. That has really worked for us, but the problem is that we are not getting the tonnage now, it dropped by a certain margin. We get paid so much on recycling, a 'kick back' to the County, our contract says we have to provide "X" amount of tonnage to the Company for them to pick up the garbage

Oakland: Are you talking recycling?

Fairbanks: All of it that includes tires, batteries, computers, everything. We don't separate anything, they separate it for us.

Dahl: We charge \$60.

Diedrich: Do you put any exceptions on it Jerry?

Dahl: No we don't.

Oakland: We are in with K-Mar and we pay \$45,000 a year, and if we have to add on, we will.

Fairbanks: What do you charge your resident households a month?

Oakland: It is on the garbage bill and is \$15.a month.

Wilkins: That is for picking up the garbage and they have to have a place to bring the garbage to.

Oakland: We have a contract with Marset(?) and they make pickups each Tuesday.

Diedrich: I was just wondering what is on your tax bill for each household?

Oakland: I am going to have to check that.

Kloos: Ours is \$25, and we put \$40 on each resident when we built the Transfer Station, and that paid for the Transfer facility.. That was three years ago, now that money is sitting there. We have saved every household \$20.15 a month, that is pick up and landfill costs. We pay \$42 and some cents a ton landfill charge down in Kandyohi County but that is taken care of by this \$20.15.

Olson: It sounds like you have a drop off and they pay you a certain amount for each load by yard.

Fairbanks: When you go and dump your garbage (Beltrami County) you dump everything - tires, etc. for the fee.

Olson: Becker is also charging a certain fee for dropping off.

Diedrich: We are looking at the 08 data, which is at the high end, and we are getting kudos but at the same token our neighbor - Marshall County - is getting by cheaper because they have an efficient landfill going. So we get criticized loudly over this. It has something to do with our new Commissioner.

Fairbanks: The contract we have with our garbage company is based on so much tonnage, the last two years it has been dropping so if it continues we are going to have to begin raising money because we are not meeting the contract tonnage.

Kloos: You are promoting incineration and we are using every ounce of energy now we have installed an electrical system, at first it wasn't feasible we had to get a grant and because of the green energy requirements from the power companies we were able to sell power at 4 1/2 cents which gives us a 1 1/2 cents (return?). If that is a way you want to go, there is only one thing that talks.

Olson: If we want to keep following the policies we are going to have to have more State involvement.

Diedrich: I think our issue has something to do with our Commissioner, it is a tax issue, and the incinerator was one of the issues - people see that there is a cheaper direction to go.

Wilkins: You can see there is quite a jump here when your talking their numbers vs ours - the '88 figures were for private homes and when you get to Commercial there was quite a jump, it was 12%, 15%, now you are getting into big numbers. I know when it first came out there was a considerable amount of squawking from the restaurants.

Olson: I think I probably should move on. I'm going to get to the heart of what you are talking about and give you some reasons why certain things are happening. I suppose there are better places for disposal - where you can save, but then we have to look at what is sustainable. We sponsored a weekend in Detroit Lakes and the burning issues with the fact that people are using boilers, and using wood, because energy is so high. The purpose of that discussion was not to discourage burning but people are going to burn because alternatives were so high. So what we did was bring out a guide from Central Boiler and what he talks about is the types of products they supply, how, if they are operated correctly, they can be efficient, and how that can be done by getting the most out of the wood you burn, to eliminate nuisance smoke from nearby neighbors. That is one of the things we talk about concerning outdoor burning for energy, we want to focus on how to do it most efficiently and with the least amount of impact. Both literally and figuratively it is so hard to site new landfills and you talked about creating capacity for down the road, and we can do that incrementally, but as a solution for the State we are going to have to do something other than focus on that.

Oakland: What is the ___ that we will be getting from the State in 2009?

Olson: I think they are trying to maintain the \$55,000 for individual Counties. But I heard that on the latest Democrat budget that it will change. What I would like to talk about now for a little bit about what is going on around the State and especially in Northwest Minnesota. We have an Integrated Management Approach in a couple of Counties are cooperating to support a Waste Management Plan. (Slide) Here is a picture of what is going on around the State. There are nine (9) Waste Centers, of the nine (9) five (5) centers (28 Counties - 28 million people) generate 1.4 million tons of solid waste, 111,000 pounds of renewable energy. (Chart) Recycling is at 40% and we would like to grow from that and that is a place where we can make progress on resource recovery.

Oakland: Our relationship with K-Mar is really working good. The other day we received a report on the past year - on the amount of plastic we sold, the amount of Cardboard, Aluminum, etc. and so far we have sold over \$112,000 worth of recyclables.

Dahl: Is the incinerator taking in about as much garbage as it always has?

Diedrich: Actually we are running into a problem with the plant, our biggest complaint in Polk County is little bit the fee but we left East Grand Forks out.

Oakland: They have their own waste site?

Diedrich: They are not sure where their waste is going. They were looking at Grand Forks but they made a big mistake. They were charging \$20 - \$25 a ton for years and East Grand Forks wanted to go there but when they built the facility 25 years ago they let East Grand Forks buy out. Now East Grand Forks doesn't know where it is going to go and like Jerry says, we don't have room.

Olson: That gets back to making decisions based on sustainability and long term goals.

There is some good and some bad in everything, but it is one of the pieces, it is not the only solution, it can't be the only solution.

Kloos: Jerry, what is your tipping fee?

Dahl: We are at \$55.00?

Kloos: We can get in with Pope County and I am ready to go, but the other four aren't ready.

Olson: Think about why they have here, what they have, and it all comes down to vision leadership at the County level. Getting people to look ahead, look at what is going on now - what the situation is like, and down the line what do we need. Some of you know all these facts, but for you that don't, we will go through some of them. Four Counties signed contracts for the minimum amount of tonnage, this is a program to obtain bonding from the State (Charts 1987 & 1988 on burning)

Kiesow: There is one more item we have the electric generation steam turbine permit.

Olson: When you think about some of these options, there is the money issue there is the comment that this is economic development it will bring in more employees, more jobs. (Chart) Just to show some of the things that show up. Education is part of it, resource recovery - what you can pull out of garbage to make money if it is stored and treated in the proper way. The solution is to use Material Recovery moving to recyclables, reduces emissions, etc. Separate cardboard and bale it in 1200 lb bales. Discussion on different models of waste separators with magnets for removing metal,

Dahl: The word gets out. They were offering a dollar a pound for cans.

Oakland: (concerning separation) They don't do much anymore because there have been a lot of needles coming through. Some of the people working on the separation line were getting stuck by these needles. It was a problem.

Diedrich: MPCA is not a favorite organization of mine. I was on the _____ Board and there was a lot of criticism over the dumping station and there was a lot of talk about what the cost would be to clean this thing up, we even had a third party call your office in Detroit Lakes and you told us you knew what we were doing and we are trying to get information, and these are the things we would like to have you do. We felt a lot more comfortable with that approach and the work was done.

Olson: It is all about Education, about the Mom and Pop operations, and their needs.

Diedrich: We heard all kinds of horror stories that it would cost a million dollars to clean up a site, so people were trying to cover up and hide their site. Same with this yard waste burning, I think you are chasing mosquitoes when you have elephants loose

in the backyard. I think the approach taken when we were down there, we received some accurate information on what we had to do, it was reasonable, and we did what we had to do, and we cleaned up the site and complied with the law at a reasonable cost. I believe this all happened because of communications.

Olson: That was good to hear.

(LUNCH TIME)

Olson: What we are trying to do is reduce the amount going into the landfill, but that using the time for landfill recovery, using the materials extracted through the MERF. (Chart) Cost of Project \$1,725,000 completely funded by sales of recyclables. Operates 5 hours a day, 6 employees (Discussion on a number of Waste Operations) They use the ash they pull out of the collectors which is referred to as asphalt, they mix the ash with asphalt all going toward using waste in the most beneficial way. And it depends upon who you talk too there is debate on what it does to the asphalt and how much it improves the asphalt.

Diedrich: Starting this year we are mixing the ash with the Class 5 aggregate. We have about two years of ash.

Olson: They must have received the beneficial use determination, that is a new one that I had not heard of.

Kloos: Five years ago Pope County paved 2 miles with ash.

Diedrich: How is it standing up?

Olson: It is fine as far as I am aware of, it is doing as good as anything else.

Kloos: That is what the Pope County people have told me, it looks really good.

Olson: It adds flexibility and keeps the road from breaking up when added in the proper mix.

Dahl: The first project was part ash and part asphalt, and where the asphalt was there were cracks, but none in the ash.

Fairbanks: You have to be careful though when you recycle, we have 30 miles of road where the road keeps breaking up, and they use other things on County Road 15 where we have all kinds of stuff popping up.

Olson: When you talk about adding it to the Class 5 material you will get more compaction and more cementing..

Dahl: That is what I don't understand, it sets up more like Cement.

Diedrich: We have done some work taking ash from Crystal Sugar and mixing it on a gravel road below the gravel and what it does is keep the road from getting soft. Talking about things popping out of the roadway. We have a little under 2 miles of road by Lengby and we tried a new product there were we mixed pine cones in with the asphalt and that is not the way to go.

Fairbanks: Knife River is the same contractor we had the problem with.

Diedrich: It is a real problem and it has to be redone

Kiesow: Why did you use pine cones?

Diedrich: Actually we feel what happened when they were putting the aggregate in the asphalt mix it must have been under some pine trees and the cones got in with the hot mix and now they are popping out, and of course that is leaving holes in the road.

Fairbanks: We have sticks, pipes, and other 'stuff' popping up in the roadway so we have a law suit against them.

Olson: So the Asphalt mix is working in the projects you have and you are getting good results. Polk County projects have made money from the Capital assistance program, and again a lot of this money is available because we are attempting to move people and resources away from burning etc.

Diedrich: We have some funds we are using for the electric generator.

Olson: (Charts) Here is the electrical generation side of the effort, here is the urban generator.

Wilkins: Does the steam go through there first?

Diedrich: No, this is excess steam.

Wilkins: Wouldn't you still have steam after you ran it through then you could run it out to the other places?

Olson: Even with the steam separated, it has been determined that excess steam is still available so the OEA approved the use of available grant money to retrofit the project to generate power.

Dahl: I thought there was a limit of 50% on the usage of the steam if MDV(?) shut down.

Olson: (Chart) Tipping Fees - Here it shows over the years what Tipping Fees have done, so you can see in 20 years it hasn't been too out of line from 1988 to 2007, and now they have been maintaining the same tipping fees for the past several years. (Chart) This

is the data from a few years ago but it shows an environmentally preferred disposal system, it is supported by five (5) Counties. In a number of ways this can be considered a success story with the caveat he mentioned. One of the things that we would like other parts of the State to look at and it may make sense for other County coalitions. 20% of the material was used as cover in the landfill, 8% is sent to market as recyclables, 65 % is burned and the ash used for road construction, saving on petroleum based resources. Are there any comments or questions?

Oakland: What is happening to all these old tires?

Olson: That is one of the things we are trying to get to is that when you buy a product it includes the price of disposal.

Diedrich: It is a user fee rather than a tax.

Olson: Tires did not come up in the Report on Waste disposal, but they did address it in previous years.

Diedrich: Are you familiar with the Tire Recycling project they had at Alvarado and was shut down? I understand it was a small operation and bought out by another company.

Olson: They were going to build a big operation down in Rochester and the owner invested a million dollars in it, then it got into legal battles with people in the Community and he couldn't afford to continue. But there are operations that use recycled tire material in roads and different things. The problem to make it feasible, with the fluctuating price of oil, one year it is feasible and the next it isn't, so if there was some way we could equal out the prices and make it profitable we could promote that again.

Wilkins: Where do they go now?

Olson: There are transfer stations where tires are gathered and big recycling operations associated with road building and they mix it in with the asphalt.

Kloos: Don't they mix it in with Coal at these coal fired generating plants? I know at Big Stone they grind it up and mix it in with the coal.

Olson: Right, but again it is all based on location of user and supplier - costs of moving.

Kloos: Jerry, what do you do with your waste?

Dahl: Locally, we solicit bids to move the material.

Olson: I'm sending around some copies of a magazine published a couple of years ago on solid waste issues, some of you may have copies.

V. Elections: Election of JPB members to the Red River Basin Commission, requirement to elect two (2). members and two (2) alternates:

a. Motion by Diedrich seconded by Kloos to reappoint the current members, Jon Evert and Jerry Dahl as Members, motion carried. On motion by Zimmel and Second by Kiesow that Stephanie Miranowski serve as alternate for Jon Evert, and Quentin Fairbanks as alternate for Jerry Dahl. motion carried.

b. Election of President and Vice President for MNRRBJPB. Motion by Oakland Seconded by Diedrich that Jerry Dahl be reappointed as President, motion carried. For Vice Chair - motion by Fairbanks, seconded by Velma that Gary Kiesow serve as Vice Chairman, motion carried.

c. Membership in MNRRBJPB. Discussion concerning County Budgets and contribution for JPB. Some Counties were unsure whether they could continue making their contribution because of budgets and budget shortfalls. Diedrich (Polk) has a budget meeting tomorrow (November 29) where they have to reduce their budget by \$1.5 million. Discussion continued with each of the Counties experiencing budget issues in various dollar amounts - some are using reserves, others are also making reductions. This will be a wait and see effort until the State and Federal Government have made their decisions and the impact on the Counties is known.

VI. County Reports:

a. Red Lake County - Oakland: The first item on my report is our budget - we are going to have to levy and use some of our reserves. Negotiations are complete. Concerning the elections - candidates were unopposed. Pipeline is complete so in 2010 there will be some more money for the County. We are concerned about the 0% State Aid. There is a possibility we will need a Wind Power ordinance. There are some people who are concerned about the Wind Towers.

Wilkins: What is their concern, what is the big problem with Wind Power?

Oakland: They say it is the noise.

Diedrich: I am having a lot of trouble with that, I can't believe there is any more noise than the wind.

Kloos: Here is what I find. The one that we have if you are close to it you will here the swish of the blades. Distance wise you will hear it maybe 2 blocks away.

Zimmel: I've been down by the Glacial Ridge, I believe that is what they call it, down by Pipestone and down through there. It depends on the wind, and when the wind gets to strong, the blades lock down. I could hear the blades maybe 100 yards away..

Fairbanks: It depends on the size, the ones that I have been around where not large.

Diedrich: Somewhere along the line there has to be some limits on the public having to listen to these types of arguments and quite frankly this is why we can't have nuclear energy, a clean energy. I believe in County Wide Zoning, some time we are going to have to sign a document that we accept normal agriculture ground and its smells to a certain degree, it has to be. Marshall County you have a problem up there and County Wide zoning would have solved some of your problems.

Oakland: The other problem we still have land slides and the out of pocket costs.

Comment: Pennington County is working on land slide problems.

Oakland: How are you doing with Highway 2 in Polk County?

Diedrich: I drove over it today - its about 15 feet down.

b. Stevens County - Kloos: Regarding our County Budget, we had a meeting a couple of weeks ago with the Department Heads and asked them if they could do some shaving to help a little bit, and they did. I think we cut \$91,000 out of the budget. Our levy is at ___ but we were considerably higher but we took money out of reserve to get it down. Our comparable worth was completed a couple years ago, but it still keeps coming up. Neil chose not to run for re-election and we will miss him, he was a good Commissioner. Our health insurance became so crazy that our employees voted to keep our insurance independent. We can save a lot of money. We were in that 45% increase this year.

Diedrich: What are you giving them (employees) then?

Kloos: \$150 per month cafeteria and they buy their own. They will make money on that.

Oakland: We gave our employees an 80 cents per hour increase.

Diedrich: That is what percentage of an increase? Do you negotiate every year?

Oakland: We have a three (3) year contract. Our salaries are rock, rock bottom.

Kloos: As far as our labor negotiations we are just into it now, we are trying to settle, but it will take time.

Diedrich: What are your goals?

Kloos: We offered 2% for two (2) years and a cafeteria plan built in. They haven't come out strong and I suppose that is because they see the impact of the current conditions. We have told them that if negotiations get to out of line we are going to have to eliminate jobs and that they don't want to hear. County Elections: All were returned except Neil, who did not run. We have one new Commissioner. We still have corn standing, but not

too much, they are trying to clean that up. On our own farm, we took some corn late and the moisture was around 30%, with some around 20% and it is interesting how moisture can vary in the same field.

Diedrich: We are trying to get into some of the fields and the moisture is running 30%.

Kloos: Oh by the way, we are building a Jail and there has been quite a bit of controversy, three (3) Commissioners voted it in and we don't have to have a truth in taxation hearing and they wanted to forgo that, but we asked for a hearing and we are going to have one and we will see what the people think about this project and make the Commissioners tell the people why they think they need it. Over the last year and one-half our average daily prison count has been 3 or 4.

Dahl: How big a jail?

Kloos: 40 beds..

c. Marshall County - Kiesow: Budget levy at 5.3%, we are doing a special for social service, and we will stick with that. Labor we gave a 72 cents across the board wage increase which amounts to 3.3 %. County Elections two (2) were re-elected unopposed. On the insurance policies the low are 600 and the high (family policies) are 900. We have a few soybeans and sunflowers left to be harvested. We are looking for an assessor, our assessor retires effective the first of the year so we are looking at our offices to see what we can do.

Dahl: In your wages, are steps included?

Kiesow: Steps are included in some of them, obviously some are not.

Oakland: Regarding your elected officials, is there anything beside the percent increase? Where they begin at a certain salary and get an increase each year?

Diedrick: You can do anything you want.

Dahl: On our new hires, we put them on a four (4) year plan, with increases each year to get them up to the established wage.

d. Traverse County - Zimmel: This is my last meeting, Gibson and myself were defeated, the new ones will be Kevin Langer and Dave Saulberg. We just leased a new Highway Patrol Car for 4 years, a Dodge. We had to have a new one to haul the prisoners. The County is providing services for the Police Department in Browns Valley because they are having a hard time keeping police down there. With this agreement the City of Browns Valley will be paying the County \$130,000 a year to take a couple of their officers and make them Deputies in the Sheriffs Department to cover Browns Valley. The County will hire two (2) more Deputies, what they are doing is taking the

two (2) officers from the City Police and making them Deputies. We will have a new Sheriff, his name is Bob Marsh, our existing Sheriff is retiring as of the first of the year, we have appointed a former game warden who became a Deputy and we appointed him, as of the first of the year, to a two (2) year term as Sheriff. The County Commission decided the other day not to hire an Emergency Manager, rather we made Sheriff as acting Emergency Manager along with the Highway Department Engineer. The Health Insurance, so far, has stayed the same we did not get an increase this year because of our use factor. With regards to the Jail, it has been operating at an average 74% this past year and about half of the prisoners we have are coming from Stevens County. Our budget will remain with a levy of 3.9%, we won't be able to get by with less. We have a budget meeting the 1st of December, but I don't see any changes. The employees are pretty much locked in with the three (3) year package, so there are no negotiations this year. Considering the harvest we are about 95% done. The northern part of the County is a little wetter.

Wilkins: Fertile went through the same thing as you are with the Sheriff, but what happened is the headache seemed to be administration, with two (2) people, one (1) spent half his time doing administration, and you end up with two people working around town.

Zimmel: I asked the new Sheriff how close they were going to be to the village, and he said they would have to be within 10 minutes. Wheaton is 24 miles away and that is more than 10 minutes. If that will be the case then we should look for Deputies living within the area, within 10 minutes.

Diedrich: Clarence is going to be leaving us, let's give him a round of applause.

Zimmel: I've enjoyed coming up here over the last four (4) years, and it is hard for me to be leaving, but you can never tell I might just drop in on you one of these days. Thanks again for everything.

Dahl: Thank You

e. Beltrami County - Fairbanks: We always start our budget process in March and go through the departments and pick out certain employees, not all directors, and each department comes in with its budget, they come in and explain their budget and how much they want. We go through the whole cycle, and when we get done with that we look at the total budget and look at what we will have to come up with. We cut \$1.5 million from the first budget. The Directors then come in, and for example the Sheriffs Department had four new cars, he came back and said he could get along with two (2) and right down the line; then the Highway Department likewise decided on what they could cut, and likewise through other departments. The end result is that we will be at a levy of 3.9%. We are dealing with seven (7) unions and we are working on the basis that it will be a three (3) year contract, and we are offering them 3.5% to start off with, then 3% per year for the next two (2) years, that is what it is set at. Then we have our County Attorneys who want overtime for taking their work home, so we told them if that is the case, we will let you go and contract all the work, we might keep one or two, but the rest

would be contracted out. They kind of settled down then. This year we seem to be in pretty good shape, but next year we may be in trouble, and it goes right back to State mandates. We went into Child Placement and we were carrying Red Lake almost \$350,00 and the State said we had to pay that. They were going to sue us, so we started making payments and then we lobbied in Washington and at the State, and the State gave us \$500,000 that covered two (2) years, and now in Washington they just passed a rule they can go direct to the Federal Government for direct payment, they don't have to go through the State or County, which really helps everybody. They are going to come out better because they won't have all the administration costs, about 10\$ that is taken by the State, and they don't do anything but pass it on to the County and we received nothing for the work.

Diedrich: Was it a lawsuit that you had?

Fairbanks: It wasn't really a lawsuit, it was just that we went and lobbied. The Tribe was going to sue us. The thing is that in Red Lake this money is for child placement in homes and what happened is that Red Lake didn't keep up with the paperwork and they were including juveniles that were under court orders and we couldn't collect on any of these. We lost a lot of money there, but we were able to straighten that out and that was a big one. All our buildings are finished, the Court building is really a nice building and the security is unbelievable, we have the guards in the jail, we have two (2) Deputies that check you in, we have three (3) floors with holding for prisoners and they are secured, they don't come in contact with the public at all. The Judges offices are behind the Court room, and it is really nice. Right now we have 129 prisoners, and many are women and they give us a headache because we have to hire special Deputies, you have to have a Nurse on duty. Elections: We had two (2) people run this time around and I was one of them, I was not opposed. I received 93% of the vote, I thought I might get 50%. The other candidate was beat on issues. So we have a new Commissioner. We are adding on to our Highway building but in doing that DNR is looking to move its Regional Offices and they want a place they can run from, the Architects will be meeting with us, and we will place Natural Resources in there, so we are looking at a green building.

f. Polk County - Diedrich: We are looking at a levy of 3.9% and we are going to try and keep it at 3.9%. We planned on doing this ahead of time when we started looking at our budgeting in July, we had our Departments submit their budget, and I think what is going on has reinforced during this last filing period that the mood of the country has tightened down, it really has, and I think due to the auction I think that is why Jerry lost. From the requests- the projections- from the Department Heads it looks like we will be shaving between \$1.2 and \$1.4 million from their requests. And we want to try and do this so we don't dip into our reserves too much. Now we had our Township Officers meeting and we are sitting on a reserve of about \$7 to 9 million which represents about 50% of our locally raised taxes, we operate on locally raised taxes of about \$18 million and yours (Beltrami) must be over that (Fairbanks-yes) and for your information Beltrami is a lot larger than we are (Fairbanks - we have a population of about 50,000) and we (Polk) have about 32,000

Fairbanks: We have had tremendous growth over the past two years, and have not had to raise taxes. I believe last year that growth equated to \$50 million.

Diedrich: Over the last three (3) to four (4) years we have been running about \$30 million per year of increase in taxable base. This year we will be about \$20 million and a lot of it is due to East Grand Forks flood prevention effort. In Beltrami, it is in resort area.

Fairbanks: We are taking a nose dive right now, and if we are doing \$30 million we will be doing great.

Diedrich: In order for us to reach that \$1.2 - 1.4 million dollar reduction we are having a meeting with the Highway Department, we asked them for \$300,000 out of their budget and we went back again for another \$300,000 and we are going to look at the equipment. The idea that you need \$600,000 of new equipment this year just isn't going to happen. The also inserted \$35,000 for a new lawn mower, and I suppose if you want a good commercial mower and you are going to put a snow blower, a sweeper, 4-wheel drive, etc on that tractor it would cost that much, I found one for \$800 (I won't tell you where it is), so those are the things we are trying to do. We are going to keep our levy at 3.9%, some would like to go lower, but then we would be digging deeper into our reserves. Mr. Strandel is real adamant about keeping our reserves because after the '97 flood we had Commissioners that really ran the reserves down to nothing and all of a sudden we had the flood and all the problems along the Red River because we have many acres bordering the Red River and consequently, Strandel tells me, at one point we had \$22,000 in the general fund and we didn't know how we were going to make the next months salary, so we are not going to get that reserve down. We had a lot of roads to maintain, to block off, to patrol, etc. etc., so that is why we are so adamant about that. To help meet the reductions, yesterday we had 1.6 County Agents and we eliminated a County Agent and we kept the 4-H Agent in place, that will save us about \$186,000 dollars a year and maybe more because we are going to close the McIntosh office and remove the Secretary, the rental, and the whole thing. We will probably move the 4-H into one of our other offices down there. We just don't get any requests for the County Agent.

Kloos: We got rid of the County Agent a few years ago and kept only the 4-H.

Zimmel: Most of the Counties have agronomists, commercial agents, etc. to call on.

Fairbanks: About three (3) years ago we went through this whole thing with the State and what we do is give them \$30,000 and that is it. They share other duties and do a great job.

Diedrich: So you don't have a County Agent either, just a 4-H person. The next issue I want to bring up is the Commissioners. We had three Commissioners up for election, Jerry lost by 1.5%, recount revealed the same. The reason his opponent won was that he had gone out and campaigned on the statement that Polk County had raised its levy by

34% in four years, and you probably heard about this, but that was a preliminary levy and when you considered the new growth, it went down to 4 to 5%, and Jerry didn't do a good job of explaining that information and he knows that now. Montague was reelected, and you heard my campaign - no opponent. We have County wide planning and zoning and we have had since 1971. I really believe in this, and it doesn't cost very much to have this County Wide effort. You head off a lot of problems. In Marshall County for instance, if you would have had this in place your costs would have been minimal

Wilkins: You are going to save by doing it up front.

Diedrich: I know that Marshall County and the City of Warren were threatened with loosing their FEMA Contract because they didn't have zoning in place along with a Flood Plain ordinance and the FEMA State Director told me that.

Fairbanks: We held a hearing and about 500 people showed up, we went through all our ordinances and that way each ordinance affected only a few people so we didn't have the outcry and we did real well. And when you have County wide zoning, the whole County comes against you.

Diedrich: We had a problem we began in 1971 and it was low key and basically a rubber stamp. It was inclusive ordinance and you could only do what was specifically allowed in the ordinance so we made it an exclusive ordinance in other words if it wasn't prohibited you could do it. We made those changes, there was a little outcry and about 2 to 300 people attended and we went through the ordinance and when people realized it was to benefit people we explained, and they said it was a good ordinance as they left. A good ordinance, written properly prevents your neighbors from doing anything you can't do, and if you explain it that way they accept it. For instance it prevents a dairy from moving in, or a pig farm moving in next to you. One thing that is not in the ordinance and will be brought up and we will pass it is an Exotic Dancer ordinance. The situation in East Grand Forks brought this to a head, someone wanted to buy the old Body Shop property, the old river bed property, you can't see what is there from the road,

Fairbanks: Have you heard of Huntley(?), it consists of three (3) people, they elect a Mayor, they are organized and they have a bar there, and we can't control that, they bring in male dancers and they just started this recently. They had traffic control because of the traffic, you would have had to go undercover to get in and then you couldn't get in because of the crowd.

Diedrich: Any way we are going to have an Exotic Dancer ordinance, because we want to get an ordinance in place before there is a problem. It is very difficult after you have a problem, you try to sue them and that doesn't work, and it becomes very expensive. We do have some corn in the field in Polk County but harvest is moving along. Our Jail has been up and operating since March, we have approximately 150 residents right now, Polk Counties finest and some of Clay County. Regarding salaries, I believe 2009 is the last year of three (3) year agreement and there will be a 3 1/2 % increase and our Cafeteria Plan is now \$525 and we will be going to \$550. I suppose we will begin the Negotiation

cycle sometime this spring and it probably won't be completed for a year. There was some talk about the Sheriff position. We provide the Sheriff for the cities of Fosston, Win-E-Mac and Fertile, two (2) cities have their own City Police, and do their own dispatch. Quite frankly we can't understand why we have a Dispatch Center in Law Enforcement Center, Crookston has a Dispatch Center, we do their dispatch on weekends and at night, but they want their own dispatch. East Grand Forks does the complete Dispatch, but so be it. We did switch some property in Fertile for some Trucks we purchased and we have a building going up there to garage them. The other item on the list is the American Crystal tax evaluation situation, we thought we would we would have the Judges decision by the middle of October, instead we received notice that she wants to receive more testimony so now we are scheduled for Court again the first week in January, it goes on and on I was asked to go down there, and I was at Barnesville when I received a call to turn around, they shut it down. Now they want to start up again.

Wilkins: How complicated is this?

Diedrich: There is a lot of testimony but still -- the big thing we are working on is the budget and we asked the Department heads to make cuts, and frankly I think each and every one has been cooperative and know the needs. If we don't make some hard decisions now and we begin depleting our reserves now, where are we going to be in 2010, 2011, etc. Even our Social Services Department has been taking this very seriously, he came in with a \$1.2 million increase and now he is down to a \$385,000 increase. We looked back to 1991 and 1999 and we had about \$2 million costs Out-Home placement. We have 4 to 5 Family based Service Providers and they have been a direct influence on cutting our costs which have been reduced to \$1.million. These are not mandated and they take referrals from the Parole Officers, Correction Officers, School and when they find troubled families, they go out there, and it is not mandated by State or Federal, and at times they set up dietary programs, teach them how to clean, see to that they do housekeeping, they talk to them about discipline, the importance of kids attending school, and the results are obvious. .The big thing isn't the dollars saved, but we are making a determined effort to keep families together.

g. Mahnomon County - Dahl: First of all Bev Amon is back in the hospital, she has having complications with her transplant.

Diedrich: What was the transplant?

Dahl: Bone marrow, she was sick a couple of years ago, she was at Merit Care in Fargo. The County Budget with the 3.9% levy limit, with the increased State Aid we receive for Indians, our local levy could only go up \$4,500.

Diedrich: How does that work?

Dahl: It is tied into the State Aid, the whole of your levy. We received increases in aids so we can only raise \$4,500 locally to make up to the 3.9%.

Diedrich: Can't you use your exemptions?

Dahl: You can go beyond the limits but how much can we tax. What I am saying is that we are at \$16.50 an acre on farmland now in some places. So how much can we go.

Diedrich: That is higher then on some of the land in the Red River Valley.

Dahl: This is not homestead. The more we review the County budget, the more he have to cut and we are going to be deficit spending again unless we make some drastic cuts. Our levy limits at the end of last year are recorded as 38% of the amount of reserve recommended by the State Auditor. When you get below 35% they get concerned, we won't be written up on this next year. On our labor negotiations, we had one union this spring that we are still in negotiations with them, we have yet to get a contract. The rest of the employees the big issue is health, we had a 20.9 percent increase. On the traditional form the premium is \$806. We told the employees if they want to keep that plan they are going to have to pay \$108, we will only pay \$697.50. We wanted to move to a \$250.

Diedrich: What kind of a deductible, is it a co-deductible?

Dahl: On the traditional plan it is \$100 deductible..

Oakland: Ours is \$1000. Does everyone have to go into the savings program?

Dahl: No, they have a choice, we have three (3) plans and they have a choice.

Fairbanks: What is going to show up on your health plans now is that right now basically in your families you have two (2) people working, pretty soon there will only be one person working and if that person is working for the County we will have to pick up for the spouse.

Dahl: We are being asked in the negotiations to put more money into the family plan, and we are reluctant to do that. We are paying \$150 now and we only have 7 employees that take the family plan because the costs are so high.

Oakland: You have a \$100 deductible, but if you had a \$500 deductible --

Dahl: With that plan we have a \$900 a year out of pocket expense.if you reach \$100 deductible up to \$500 with \$300 for medicine; with the \$250 plan it is \$1000 deductible and 300 for medicine. With the HFA, the County offers \$2142 to the employees, but they think the single will cost them \$758. They want to move away from the traditional amount, it is way too expensive. County Elections - Two (2) seats up for election, one (1) was unopposed and was re-elected, the other no one filed for and there was a write in candidate from Twin Lakes, Jalbertson, and he was elected. He did some advertising but not much. Regarding the Jail, we shut our Jail down and we are sending them all to Thief River right now, the Sheriff still wants to build a Jail. It leaves the Commissioners

in sort of a bind, some of them wanted to build a Jail. We still haven't had a vote on it. First we can't afford it, and second if we did build a jail we would have to double our staff you have to have two (2) people on all the time

Diedrich: I hate to say it but that small a unit isn't feasible.

Dahl: Some of the Commissioners are talking about contracting out dispatch.

Diedrich: You can answer a phone from anywhere.

Dahl: So we are looking at that and budget wise we really under the guns. I tried to cut our Deputy position, a new one that was requested last spring and was never hired and in the September budgeting I tried to cut it out and was voted down 3 to 2. We went through 9 months of the year without it, so I didn't see the need. That would have saved us \$100,000.

Wilkins: You would have needed another car, etc.

Faribanks: It would be over \$100,000.

Dahl: As far as the Jail issue, I don't think it is going to happen, but you never know.

Diedrich: Pennington has their own jail problems.

Dahl: They want a decision on what we are going to do the first part of next year so they can do their planning. I guess it is proper for us to give them the information, and as far as I am concerned, I would just as soon that they keep taking them because we can't afford to build.

Wilkins: What happens to the jail if you have to close it down

Dahl: It did not meet code, one thing was that in the old jail we had a step-up shower and you can't have that. Our jail cells are too small, they were fine before, but now they are too small.

Kloos: What do you have to pay for per-diem?

Dahl: We pay \$45..

Kloos: That is cheap. It cost us \$2,000. per month.

Diedrich: I was down to AMC and talked to some contractors and to ours, and they told me that approximate cost of a jail now is 140 to 150% of what it was at the time Polk built and that is new. The cost of concrete, steel and labor has gone up so dramatically, although with the current conditions, these costs might come down.

Kloos: Our jail cost us \$11 million, and we set the limits and they had to come back and cut 4,000 square feet out of the facility to get it down to the \$11 million. The Architects have dollar signs for eye-balls.

Diedrich: Our Jail, and we have about 238 beds in there, so you figure about 200 useable, with some in the infirmary, some in the intake cells, not meant to hold prisoners. We 7 or 8 beds in the intake cells, we have 4 beds in the infirmary, and there are some other situations, so we can hold about 200 to 220 prisoners, and that cost us \$18 million dollars. That is the economy of size.

Fairbanks: We have a two (2) story building and we are running out of space.

Diedrich: Clay County is looking at costs, and a lot of their costs are in land acquisition. They are looking at combining it with the Court House and of course that is in the City of Moorhead so they have demolition and land acquisition costs.

Dahl: Regarding our Jail, if we would have had the bonding capability I think it would have been approved, but we can only bond for \$2.3 million because we are limited on value, so much of our value that we can bond for. You can build if you have the cash, but you can only bond for so much.

Fairbanks: We rolled over our bonds at a lower interest rate, so we are paying less now that we were before.

Dahl: We did get a proposal from a local person who wanted to build a \$4.5 million Jail that we would have to pay for in a years time, but where was the money coming from. The issue on the Casino is ongoing, it is in Federal Court and we have a hearing in the Courts coming up in December.

Wilkins: Are all the Casino's around the Country involved in this?

Dahl: This is the only Casino involved, it was built on fee land and all the rest were built on trust property. The difference is that Fee land is taxable and trust land isn't. They said we collected the taxes illegally and they want all the money they have paid since 1991. We have been at this many years now, first it was District Court and the tribe backed out, went down to State tax court and they were not there, so they too us to Federal Court and we are trying to get it back to District Court, which is where it should be, but the tribe does not want that.

Fairbanks: The Red Lake Tribe bought a fishery up in Warroad, and I went and negotiated that and we had to go through the BIA and it was Fee land, and we were paying \$8,000 or \$9,000 a year. We asked them to come up with a figure for taxes, and they came up with \$5,000, so we threw in an extra \$3,000, and we would not let them come on the property, that was one of the points in the agreement. The land is now in trust, but we continue to pay.

Diedrich: Do you think it is fair?

Fairbanks. Yes I think it is, like we did in Warroad when we went to the Council and say here it is, tell us what we owe you, they stated the figure and we paid it. Red Lake is building a new Casino and the parking lot will be off the reservation and they will have to pay taxes to the County on the parking lot.

Dahl: I went to a meeting on the Water Management District with Norman County and some of the Commissioners are concerned. This has to do with the Wild rice Watershed and they want to set up a water management district and charge the landowners fees. Right now, with the four (4) townships that border Norman County on the west, in Bejou Township, Mahnomen County pays \$13.93 an acre, in Bear Park Township we pay \$10.55 to the Fertile School District, and \$9.20 to the Valley School District, in Marsh Creek we pay \$14.05 and the Mahnomen School District is in that Township, in Waukon in Norman County they pay \$8.66, this is on non-Homestead land. In Pembina Township which is just south of the city of Mahnomen we pay \$16.55 an acre, in Dawson Township in Norman County they pay \$8.81 in the Mahnomen School District and \$10.10 in the Valley School District. In Poplar Grove the taxes are \$17.38 in Mahnomen County and \$14.61 in Carmen Township all goes to Valley School District. Valley School District had a voter approved bond some years ago and we passed a resolution and sent to the Watershed Board that we strongly opposed this, and they don't listen to us well. One of the Commissioners in Norman County said that an additional \$2.00 an acre wouldn't hurt the landowner. I think \$2.00 an acre would hurt a lot. For each \$1 million dollars they raise down there it will cost our County \$220,000 and in providing services for our County we could only raise \$4,500.

Wilkin: What are they trying to do, is this a water project?

Dahl: They are making a whole management district - district wide. We proposed they make small districts.

Wilkins: This is like the Storm water thing they have in town where the whole town is in the storm water district, then they pool the money to build here and there.

Dahl We are not interested in doing this locally because the western and northern Counties don't want it.

Diedrich: They don't want this Water Management District?

Dahl: No, it will cost them \$2.00 an acre to join.

Oakland: The western part of the Norman County their acreages are pretty high.

Diedrich: My view on this is, and correct me if I am wrong, part of the deal is to generate more tax funds, we are at the top end, to generate more tax funds for their

projects so that don't have to put a benefited area on. You know the benefited area is going to be down southwest.

Fairbanks: Is this the Watershed doing this?

Dahl: We met with them and we strongly opposed it, and I hope they are voting the same way we are - it is the Watershed Board that is pushing this.

Fairbanks: You should go to the other Commissioners and get them involved.

Dahl: I know two (2) Commissioners in Norman County are against it. They (the Watershed) are at the maximum levy authority granted by the State of Minnesota, and they are going to call this a fee instead of a tax, now how can they raise more money than their maximum levy ability.

Diedrich: And the purpose behind this, as I see it, is they want to build a project and do not want a benefited area because even in the Middle River - Snake and the idea is that they make darn sure, in the Middle River - Snake - that the majority of that Board is from the guys west and their excuse is 'because they drink the water' and I don't have a problem with that but the problem is they want to build projects without a benefited area and therefore they want to tax everybody. Well if you are benefiting, you should pay at least to some degree.

Dahl: They don't even have to go to public hearings on this.

Fairbanks: I know four (4) people who won't go along with it.

Dahl: It is ridiculous -if we add the \$2, some people in Mahnomen County will be paying \$19 an acre tax.

Fairbanks: Would you be prepared to get a group of people, get on the agenda, come down and meet with the BWSR Board.

Dahl: I talked with Brian Dwight about it, and he likes the idea of Water Management Districts but he would like to see smaller ones in a certain area, where that area would pay for it rather than the whole district.

(The Recorder was turned off - The meeting was adjourned)


Milton A. Arneson
RRBC Coordinator/Recorder

ITEM # C&A
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):**
 MN Dept of Revenue Assessor Appointment

***Background (Provide sufficient detail of the subject):**
 Attached you will find correspondence from the MN Department of Revenue officially appointing Allen Heim as the Roseau County Assessor. This is just informational.

***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 ▪ REVENUE

February 13, 2009

Allen Heim
Roseau County Assessor
606 5 Avenue SW
Room 190
Roseau, Minnesota 56751-1477

Dear Mr. Heim,

Enclosed with this letter is your certificate of appointment to the position of County Assessor signed by Commissioner Ward Einess.

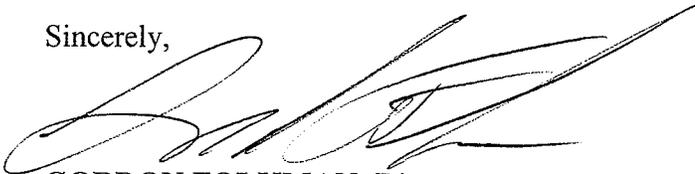
Let me begin by congratulating you on your appointment as county assessor.

The position of county assessor has become extremely complex and difficult to properly perform. Decisions made by you-and by extension, your staff- impact each and every property owner and taxpayer in your county. The inherent unpopularity of property tax aside, how well you do your job may to a large extent affect how property tax is perceived in your county. It is for this reason that it is imperative that you fairly and impartially discharge the duties of your office as prescribed by Minnesota Statute to the very best of your abilities.

We would encourage your county board members and other property tax administrators in your county to rely on your expertise and experience in the areas of classification and valuation of property. In turn, we would encourage you to look to your Regional Representative for help and guidance with any issues or problems that you might encounter.

In conclusion, let me again extend my congratulations on behalf of the entire Department of Revenue. If there is anything that any of us here in the Property Tax Division can do to help please let us know.

Sincerely,

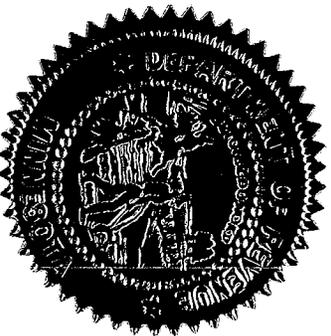


GORDON FOLKMAN, Director
Property Tax Division
Minnesota Department of Revenue

cc: County Board Chair

STATE OF MINNESOTA
DEPARTMENT OF REVENUE

Bestowing special trust and confidence in the integrity and ability of Allen W. Heim, I have confirmed his appointment as County Assessor of Roseau County, Minnesota for the term ending December 31, 2012. To testify whereof I have herunto set my hand and caused the Seal of the Department of Revenue to be affixed in the city of St. Paul this 21st day of January, 2009.



Allen W. Heim
Commissioner of Revenue

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



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Feb 24 2009
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***Subject Title (As it will appear on the agenda):**
 March is Women's History Month

***Background (Provide sufficient detail of the subject):**
 At the February 3, 2009 Board meeting you signed a proclamation making March Women's History Month in Roseau County. Attached is information on upcoming events throughout the month of March. Commissioner Mark Foldesi will be present at the Women in Education Ribbon Cutting Ceremony to be held on March 1st.

***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

2009 WOMEN'S HISTORY MONTH EVENTS

**Sunday, March 1 ~ 2-5pm
Roseau City Center
Lobby & County Museum**

- Grand-Opening of 2009 Women's History Month Exhibit, ribbon-cutting ceremony at 2:00
- 12 musical ensembles from the Badger, Greenbush, Roseau & Warroad High Schools will perform throughout the afternoon
- Roseau County "One Woman 2009" ladies or their representatives will be introduced throughout the afternoon
- Tour the museum exhibits
- Refreshments will be served
- Free-will donation

**Saturday, March 7 ~ 10am -12noon
Roseau City Center
Voyageur & Trapper Rooms & County Museum**

- Program: "Voices of Education" ~ Roseau County Teachers of the Years
- Music in the Lobby: Handbell choirs from Zion Lutheran, Messiah Lutheran, Moe Lutheran
- Tour the museum exhibits
- Refreshments will be served in the lobby
- Free-will donation

Roseau County
Board
Unorganized

Celebrate Women

RECEIVED

JAN 26 2009

WOMEN'S HISTORY MONTH ROSEAU COUNTY MUSEUM

January 22, 2008

To: Roseau County Board of Commissioners, City Councils and Township Boards of Badger, Barto, Deer, Dieter, Enstrom, Greenbush, Grimstad, Jadis, Lake, Malung, Mickinock, Reine, Roseau, Ross, Spruce, Stokes, Unorganized, Warroad

From: Roseau County Historical Society and the Women's History Month Committee

Thank you for participating in the "One Woman 2009" project in celebration of Roseau County Women's History Month.

You are invited to attend the grand opening celebration on Sunday, March 1 from 2:00-5:00 pm. It will be held in the Roseau County Museum at the Roseau City Center.

The "One Woman 2009" selections will be introduced and musical ensembles from the four Roseau County schools will perform throughout the afternoon. Exhibits will be available for touring.

Additional events will take place throughout the month of March. We have enclosed a list of these events for your convenience.

We encourage you to tour the museum anytime in March to see the "One Woman 2009" and the "Women in Education" exhibits.

Thursday, March 19 ~ 7-9pm
Roseau City Center
Voyageur & Trapper Rooms & County Museum

- Red Hat Society Night – wear your Red Hat!
- Non-Red Hatters will judge the couture of the Red Hatters – prizes will be awarded
- Lena & Floydette will entertain us
- \$2.00 donation
- Refreshments will be served
- Tour the museum exhibits

Sunday, March 29 ~ 2-5pm
Roseau City Center
Voyageur & Trapper Rooms & County Museum

- “Quilters” – skit by Bonnie Nordvall Olsen & Jenee Provance
- Quilt display by Quilt Guild
- Tour the museum exhibits
- Refreshments will be served in the lobby
- Music
- Free-will donation

ITEM # Discussion 1

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):**
Industrial Contract Services Retainage Balance

***Background (Provide sufficient detail of the subject):**
Industrial Contract Services has requested payment of remaining retainage. The final two items to finish - the keying of locks on the social service building and the independent cooling system for the technology room in the social service building have been completed. The Building Committee will be meeting on Monday, Feb 23rd and will have a recommendation to the Board regarding this request on Tuesday the 24th.

***Financial Consideration:**
A total of \$15,000 in retainage remains. \$5000 for social service and \$10,000 for the detention center.

***Legal Consideration:**

***Other Consideration:**
Attached you will find a summary of the project totals in the letter to the Board from ICS. Roseau County's totals match those of ICS.

***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

FEB 04 2009



GENERAL CONTRACTOR You provide the challenge.

P.O. Box 13158 • Grand Forks, ND 58208-3158
 (P) 701.775.8480 (F) 701.775.8479
 www.icsgf.com

Roseau County Board of Commissioners
 605 5th Ave SW
 Roseau, MN 56571

January 26, 2009

Our Auditors, *Brady Martz & Associates, P.C.*, are conducting an audit of our financial statements. Please confirm the following information regarding our contract with you as of **December 31, 2008**.

**Roseau County Jail Roseau, MN
 Project #040700**

Contract Number & Job Discription:

Original Contract Amount:	\$ 6,077,248.00
Total Approved Change Orders:	\$ 180,980.96
Contract Amount after Change Orders:	\$ 6,258,228.96
Total Billings as of <i>Dec 31, 2008</i>	\$ 6,258,228.96
Total Remittance as of <i>Dec 31, 2008</i>	\$ 6,243,228.96
Retainage Held as of <i>Dec 31, 2008</i>	\$ 15,000.00
Total Unpaid Billings as of <i>Dec 31, 2008</i>	\$ -
Estimated Percentage of Contract Complete:	100.00%

Please indicate below, whether this is in agreement with your records. If there are differences, please provide any information that will assist our auditors in reconciling the differences. In addition, please provide details of any claims, back charges, or disputes that you are aware of concerning this contract.

Our records agree with the information listed above: _____ Yes _____ No (Please explain)

Signature: _____ Title: _____ Date: _____

Please Mail your response directly to : **Brady Martz & Associates, P.C.**
 P.O. Box 14296 Grand Forks, ND 58208-4296, in the enclosed return envelope ASAP.

Or Fax To: (701) 795-7498.

PLEASE DO NOT MAIL PAYMENTS ON YOUR ACCOUNT TO THE AUDITORS.

ITEM # Discussion 2

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):**
Approve SimplexGrinnell Fire Inspection Proposals

***Background (Provide sufficient detail of the subject):**
Roseau County has a number of different fire protection systems including two specialized dry systems (Sapphire/FM200) three wet systems (1 in social services, 1 in the courthouse, and one in the detention center), and one dry system (social services). Building Maintenance Supervisor Lenny Johnson has received quotes for these services and is recommending that the Board approve the quotes from SimplexGrinnell. SimplexGrinnell is able to inspect and test all of the various types of systems we have and provides a more cost effective and efficient means of getting this mandated testing completed. See attached proposals.

***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

tyco | *Fire & Security* | **SimplexGrinnell**

Protecting people, property, and peace of mind



Roseau County Detention Center
Lenny Johnson

Inspection Plus Proposal

TABLE OF CONTENTS

Pricing Summary

Special Provisions

Service Agreement Terms and Conditions

SimplexGrinnell BE SAFE.

Pricing Summary/Scope of Work Roseau County Detention Center

Location : Roseau County Detention Center

Fire Alarm Detection Systems [Test and Inspect + Parts (non-peripheral. 8-5/M-F)]

	Quantity	Frequency
Smoke Detector (Test/Inspect)	44	Annual
Heat Detector	3	Each
Pull Station	2	Annual
Simplex 4100U (Fire Alarm Panel)	1	Annual
Duct Detector	5	Annual

Fire Sprinkler Systems [Test and Inspect]

	Quantity	Frequency
Wet pipe sprinkler inspection (includes one riser, tamper, and flow)	1	Annual

Total Annual Investment : (Plus Any Applicable Tax)

\$2,416.00

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

SPECIAL PROVISIONS

Roseau County Detention Center, Solution 1

SENSITIVITY TESTING FOR FIRE ALARM AND DETECTION SYSTEMS:

To ensure accuracy, and in accordance with NFPA guidelines, sensitivity testing will be performed on smoke detectors at a rate of 100% every odd year. Testing will be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and if necessary, noted and recommended for replacement. **NOTE: Certain types of analog smoke sensors will automatically satisfy this requirement electronically.**

DOCUMENTATION: All accessible components and devices shall be logged for:

Exact location of each device tested, including system address or zone location

Test results and applicable voltage readings

Any discrepancies found shall be noted individually and on a separate summary page

Inspection documentation shall be provided to customer's designated personnel and copies shall be archived by SimplexGrinnell. **NOTE: Certain additional services may be required by the respective Authorities Having Jurisdiction (or AHJ). NFPA: Local AHJs or internal organizational requirements may be more restrictive than state requirements. The building owner or manager should make them self aware of applicable codes and references in order to ensure that contracted services are in compliance with (and fulfill) all requirements.**

PARTS AND COMPONENT REPLACEMENT:

PANEL COMPONENT REPLACEMENT FOR LISTED ELECTRONIC SYSTEMS:

Additionally, these Special Provisions cover maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with system. **Replacement of faulty wiring is not covered. (See Terms and Conditions.)**

Heat detectors are tested at 20% per year, within 5 years, each detector shall have been tested per NFPA 72.

This proposal covers parts and labor (including travel and milage) at the fire alarm panel M-F, 8-5 except holidays.

The sprinkler system is test and inspect.

Fire Alarm = \$2245.00

Sprinkler = \$171.00

SERVICE AGREEMENT

This agreement is made by and between Roseau County Detention Center ("Customer") and SimplexGrinnell LP ("Company") and is effective as of **02/01/2009 to 01/31/2014.**

Customer agrees to purchase and Company agrees to provide the Services, as defined herein, and materials as set forth in this Agreement subject to the terms and conditions of this Agreement.

SCOPE OF WORK

Services will be provided at the following locations:
Roseau County Detention Center

Service(s) and pricing:

TOTAL ANNUAL PRICE (Plus Any Applicable Tax)

Two Thousand Four Hundred Sixteen Dollars and 0 Cents (\$2,416.00).

Payment Terms:

Payment is due upon receipt of invoice.

Payment for Service(s) shall be total contract

CUSTOMER ACCEPTANCE

In accepting this proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

CUSTOMER

Roseau County Detention Center
302 6th Street SW
Roseau, MN 56751

SIMPLEXGRINNELL LP
2821 Fiechtner Drive SW
Fargo, ND 58103

By: _____

Print Name: Lenny Johnson

Title: _____

Phone#: 218-463-4249

Fax#: _____

Customer email : lenny@co.roseau.mn.us

PO#: _____

(Customer)# : _____

Date : _____

By: _____

Print Name: Scott Gess

Title: Service Sales Representative

Phone Number : 701-639-1413

Fax Number : 701-280-2955

E-Mail Address: Sgess@simplexgrinnell.com

License Number (if applicable): _____

Date : _____

Authorized Manager : _____

Terms and Conditions

1. Term. The initial term of this Agreement shall commence on the Effective Date and continue for five (5) years (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be

increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance

with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation Of Liability; Limitations Of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises.

Customer agrees to look exclusively to the Customer's insurer to recover for injuries or

SERVICE AGREEMENT

(continued)

damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense

against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("covered times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work. System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees,

and monitoring services, of scheduled testing and/or repair of systems;

- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to and monitoring services, of scheduled testing protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

10. Repair Services (If Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

SERVICE AGREEMENT

(continued)

13. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

14. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above.

If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

15. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

16. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all

losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

17. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

20. Force Majeure. Company shall not be

responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

21. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

22. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

23. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1½ % per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

24. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

25. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

26. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

27. Severability. If any provision of this Agreement

SERVICE AGREEMENT

(continued)

is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

28. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

29. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

tyco / *Fire & Security* / **SimplexGrinnell**

Protecting people, property, and peace of mind



Roseau County Social Service
Lenny Johnson

Inspection Plus Proposal

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THE SIMPLEXGRINNELL ADVANTAGE

Selecting SimplexGrinnell for your inspection services may be one of the soundest decisions you ever make.

You'll have peace of mind in knowing that the critical systems helping protect your people, property and business are being maintained and serviced by the most capable organization in this industry. *Here's why:*

Experience – a 150+ year heritage that no one can match

Service and Support – with company-owned District Offices throughout North America. Our capabilities are second to none

Technical competence – our own, highly skilled workforce of professionally trained and NICET-certified technicians

Breadth – direct experience in service and repair of all major equipment brands

Support – we're 12,000 strong, with engineering, manufacturing and service capabilities second to none

Cost-effectiveness – single-source service capability for all your systems, with economies of scale

Flexibility – tailoring our services to the needs of your business

National program management – consistency for all your locations, with centralized administration

Reporting – helping you meet code and insurance requirements

Reliability – confidence in using a long-term world leader in the life-safety and building systems industry



SimplexGrinnell BE SAFE.

Pricing Summary/Scope of Work Roseau County Social Service

Location : Roseau County Social Service

Fire Alarm Detection Systems [Test and Inspect + Parts (non-peripheral, 8-5/M-F)]

	Quantity	Frequency
Smoke Detector (Test/Inspect)	1	Annual
Heat Detector	1	Each
Pull Station	3	Annual
Simplex 4008 Fire Alarm Control Panel	1	Annual
Duct Detector	2	Annual

Fire Sprinkler Systems [Test and Inspect]

	Quantity	Frequency
Wet pipe sprinkler inspection (includes one riser, tamper, and flow)	1	Annual
Dry Sprinkler Inspection	1	Annual

Total Annual Investment : (Plus Any Applicable Tax)

\$985.00

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

SPECIAL PROVISIONS

Roseau County Social Service, Solution 1

SENSITIVITY TESTING FOR FIRE ALARM AND DETECTION SYSTEMS:

To ensure accuracy, and in accordance with NFPA guidelines, sensitivity testing will be performed on smoke detectors at a rate of 100% every odd year. Testing will be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and if necessary, noted and recommended for replacement. **NOTE: Certain types of analog smoke sensors will automatically satisfy this requirement electronically.**

DOCUMENTATION: All accessible components and devices shall be logged for:

Exact location of each device tested, including system address or zone location

Test results and applicable voltage readings

Any discrepancies found shall be noted individually and on a separate summary page

Inspection documentation shall be provided to customer's designated personnel and copies shall be archived by SimplexGrinnell. **NOTE: Certain additional services may be required by the respective Authorities Having Jurisdiction (or AHJ). NFPA: Local AHJs or internal organizational requirements may be more restrictive than state requirements. The building owner or manager should make them self aware of applicable codes and references in order to ensure that contracted services are in compliance with (and fulfill) all requirements.**

PARTS AND COMPONENT REPLACEMENT:

PANEL COMPONENT REPLACEMENT FOR LISTED ELECTRONIC SYSTEMS:

Additionally, these Special Provisions cover maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with system. **Replacement of faulty wiring is not covered. (See Terms and Conditions.)**

Heat Detectors are tested at 20% per year, with in 5 years, each detector shall have been tested per NFPA 72.

This proposal covers parts and labor (including travel and Milage) at the fire alarm panel M-F, 8-5 except holidays.

The sprinkler system is test and inspect only.

Annual Fire Alarm = \$643.00

Annual Sprinkler = \$342.00

SERVICE AGREEMENT

This agreement is made by and between Roseau County Social Service ("Customer") and SimplexGrinnell LP ("Company") and is effective as of **02/01/2009** to **01/31/2014**.

Customer agrees to purchase and Company agrees to provide the Services, as defined herein, and materials as set forth in this Agreement subject to the terms and conditions of this Agreement.

SCOPE OF WORK

Services will be provided at the following locations:
Roseau County Social Service

Service(s) and pricing:

TOTAL ANNUAL PRICE (Plus Any Applicable Tax)

Nine Hundred Eighty-Five Dollars and 0 Cents (\$985.00).

Payment Terms:

Payment is due upon receipt of invoice.

Payment for Service(s) shall be total contract

CUSTOMER ACCEPTANCE

In accepting this proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

CUSTOMER

Roseau County Social Service
208 6th Street SW
Roseau, MN 56751

SIMPLEXGRINNELL LP
2821 Fiechtner Drive SW
Fargo, ND 58103

By: _____

Print Name: Lenny Johnson

Title: _____

Phone# :218-463-4249

Fax# : _____

Customer email : lenny@co.roseau.mn.us

PO# : _____

(Customer)# : _____

Date : _____

By: _____

Print Name: Scott Gess

Title: Service Sales Representative

Phone Number : 701-639-1413

Fax Number : 701-280-2955

E-Mail Address: Sgess@simplexgrinnell.com

License Number (if applicable): _____

Date : _____

Authorized Manager : _____

Terms and Conditions

1. Term. The initial term of this Agreement shall commence on the Effective Date and continue for five (5) years (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be

increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance

with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation Of Liability; Limitations Of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises.

Customer agrees to look exclusively to the Customer's insurer to recover for injuries or

SERVICE AGREEMENT

(continued)

damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense

against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("covered times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

System(s)). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees,

and monitoring services, of scheduled testing and/or repair of systems;

- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to and monitoring services, of scheduled testing protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

10. Repair Services (if Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

SERVICE AGREEMENT

(continued)

13. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

14. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above.

If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

15. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

16. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all

losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

17. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

20. Force Majeure. Company shall not be

responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

21. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

22. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

23. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1½ % per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

24. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

25. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

26. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

27. Severability. If any provision of this Agreement

SERVICE AGREEMENT

(continued)

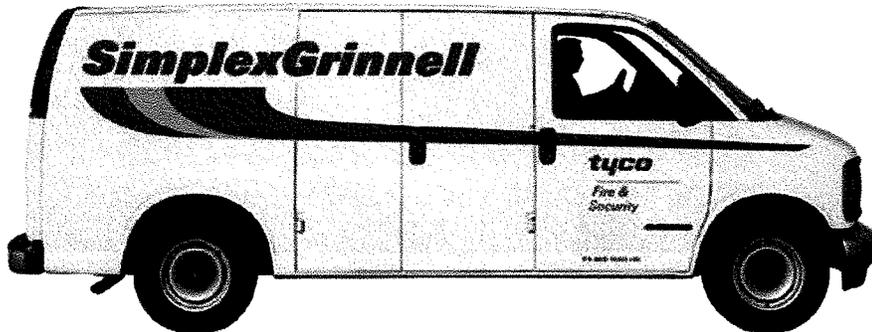
is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

28. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

29. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

tyco | *Fire & Security* | **SimplexGrinnell**

Protecting people, property, and peace of mind



Roseau County Courthouse
Lenny Johnson

Inspection Plus Proposal

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Pricing Summary

Special Provisions

Service Agreement Terms and Conditions

SimplexGrinnell BE SAFE.

Pricing Summary/Scope of Work Roseau County Courthouse

Location : Roseau County Courthouse

Fire Sprinkler Systems [Test and Inspect]

Wet pipe sprinkler inspection (includes one riser, tamper, and flow)

Quantity Frequency

1 Annual

Total Annual Investment : (Plus Any Applicable Tax)

\$171.00

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

SPECIAL PROVISIONS

Roseau County Courthouse, Solution 1

Sprinkler Test and Inspect.

SERVICE AGREEMENT

This agreement is made by and between Roseau County Courthouse ("Customer") and SimplexGrinnell LP ("Company") and is effective as of **02/04/2009** to **02/03/2014**.

Customer agrees to purchase and Company agrees to provide the Services, as defined herein, and materials as set forth in this Agreement subject to the terms and conditions of this Agreement.

SCOPE OF WORK

Services will be provided at the following locations:
Roseau County Courthouse

Service(s) and pricing:

TOTAL ANNUAL PRICE (Plus Any Applicable Tax)

One Hundred Seventy-One Dollars and 0 Cents (\$171.00).

Payment Terms:

Payment is due upon receipt of invoice.

Payment for Service(s) shall be total contract

CUSTOMER ACCEPTANCE

In accepting this proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

CUSTOMER

Roseau County Courthouse
606 5th Ave SW
Roseau, ND 56751

SIMPLEXGRINNELL LP
2821 Fiechtner Drive SW
Fargo, ND 58103

By: _____

Print Name: Lenny Johnson

Title: _____

Phone#: :218-463-2411

Fax#: _____

Customer email : lenny@co.roseau.nn.us

PO#: _____

(Customer)# : _____

Date : _____

By: _____

Print Name: Scott Gess

Title: Service Sales Representative

Phone Number : 701-639-1413

Fax Number : 701-280-2955

E-Mail Address: Sgess@simplexgrinnell.com

License Number (if applicable): _____

Date : _____

Authorized Manager : _____

Terms and Conditions

1. Term. The initial term of this Agreement shall commence on the Effective Date and continue for five (5) years (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be

increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance

with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation Of Liability; Limitations Of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises.

Customer agrees to look exclusively to the Customer's insurer to recover for injuries or

SERVICE AGREEMENT

(continued)

damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the

consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense

against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("covered times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees,

and monitoring services, of scheduled testing and/or repair of systems;

- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to and monitoring services, of scheduled testing protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

10. Repair Services (If Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

SERVICE AGREEMENT

(continued)

13. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

14. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above.

If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

15. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

16. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all

losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

17. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

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24. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

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SERVICE AGREEMENT

(continued)

is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

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29. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

ITEM # Discussion 3

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):**
Proposed Legislation on Sale of Consolidated Conservation Land in Roseau County

***Background (Provide sufficient detail of the subject):**
Commissioner Walker was contacted by Representative Dave Olin's office regarding a list of consolidated conservation land in Roseau County that the Board would be interested in being sold. Rep Olin and Senator Stump are working on companion bills regarding the sale of some of the parcels of consolidated conservation land. Attached is the letter sent to Representative Olin and the parcel list. Note it is the underlined parcels that are being suggested for possible sale.

***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

February 17, 2009

Representative Dave Olin
593 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, Minnesota 55155

Dear Representative Olin,

Attached you will find a list of Consolidated Conservation parcels in Roseau County that the county would be interested in being sold.

Commissioner Walker has discussed this matter with some of the township officers to review and identify potential parcels for sale.

Included you will find a list of identified parcels. There are parcels in 16 different sections located in four townships.

The county would request that there be minimum bids included as part of the bill language. Our suggestion would be \$500 per acre. We would also appreciate that the bills language be flexible enough to allow for the parcels to be sold in different tract sizes depending on access. For example, in some circumstances there might be a 160 acre parcel that has four accesses so it could easily be divided into four 40 acre parcels. In other circumstances there may be just one access in a 160 acre parcel.

If you need any further information, please let me know.

Sincerely,



Commissioner Russell Walker

Taxpayer	Name & Address	Dist	T/C	Sch	Sp1	Sp2	Sp3	Sp4	Sp5	Sp6	Sp7	Sp8	Sp9	Year	RParcel #	Legal	Stat
***** 18966 PRI	STATE LAND-CONS CONS AREA DNR BUREAU OF R E MANAGEMENT 500 LAFAYETTE ROAD ATTN: TAX SPECIALIST ST PAUL MN 55155-4030	1601	0016	0690	056		091							2009	R16.3001900	Twp-162 Range-035 EXEMPT PROP-LAONA 1,609.86 AC LOTS 1 & 2, S1/2 NW-5; LOTS 2,3 4,5,6, S1/2 NE, SE NW, NE SW-6 <u>SW SE-29; SE NW, NE SW</u> <u>S1/2 SE-31; NE-32; NW</u> <u>W1/2 SW-33; E1/2, NW SW-34;</u> <u>SW-35;</u> (PILT)	

18966 PRI	STATE LAND-CONS CONS AREA DNR BUREAU OF R E MANAGEMENT 500 LAFAYETTE ROAD ATTN: TAX SPECIALIST ST PAUL MN 55155-4030	2101	0021	0690	056		091							2009	R21.3001900	Sect-01 Twp-162 Range-036 EXEMPT PROP-MORANVIL 241.00 AC LOTS 1,2, SW NE, SE NW-1; PART OF LOT 1 (1AC)-4; <u>NW NE-21; SE NE-28;</u> (PILT)	

18966 PRI	STATE LAND-CONS CONS AREA DNR BUREAU OF R E MANAGEMENT 500 LAFAYETTE ROAD ATTN: TAX SPECIALIST ST PAUL MN 55155-4030	2702	0027	0682	040		091							2009	R27.3001500	Twp-159 Range-038 EXEMPT PROP-REINE. 3,223.71 AC NE, N1/2 SW, SW SW-1; E1/2-2; NW NE, S1/2 NE, NE SW, SE-3; NE, LOTS 1,2,3,4, SE NW-7; E1/2 NW, SW-8; SW NE, SE NW, N1/2 SE-12; S1/2 SW-15; N1/2 SW N1/2 SE-16; N1/2 NW, SW NW, <u>S1/2-17; ALL SEC 18; NW-20;</u> NE NW-21; W1/2 SE-35; (PILT)	

18966 PRI	STATE LAND-CONS CONS AREA DNR BUREAU OF R E MANAGEMENT 500 LAFAYETTE ROAD ATTN: TAX SPECIALIST ST PAUL MN 55155-4030	3901	0087	0690	056		091							2009	R39.3000800	Twp-161 Range-036 EXEMPT PROP-161-36 12,286.01 AC SE-1; <u>W1/2 SE-4</u> ; NE, SW, N1/2 SE-11; NE NE, S1/2 NE, NW S1/2-12; ALL SEC 13; 14; <u>SW-15</u> S1/2-16; SE SE-17; SE NW, LOTS 1,2,3,4, E1/2 SW, W1/2 W1/2 SE -18; LOT 1,2,3,4, NE, E1/2 W1/2, W1/2 SE, E1/2 SE LESS PARTS= 3 AC-19; W1/2-20; NE, SW-21 N1/2, N1/2 SW, SE-22; ALL SEC 23; NE, S1/2-24; ALL SEC 25; N1/2, SE-26; ALL SEC 28*; N1/2, NE SE, S1/2 SE-29; LOTS 2,3,4, SE NW, E1/2 SW, NE SE, S1/2 SE -30; ALL SEC 31; N1/2 NE, SW NW, S1/2-32; NW NE, S1/2 NE NW, S1/2-33; ALL SEC 34; NW, S1/2-35; ALL SEC 36; (PILT) *LESS W1/2 SW SW)	<i>Chamber</i> <i>(S1/2 SW-15)</i>

From: Rhonda Hanson [rhanson@co.roseau.mn.us]
Sent: Thursday, February 19, 2009 3:33 PM
To: Ann Marie Miller
Subject: Revised Hwy Dept Agenda

Highway Department Board Agenda:

1. Call for Bids:
 - a. 2009 Seal Coat Projects
2. 10:00 a.m. - Lou Tasa, District State Aid Engineer
 - a. Stimulus Bill

ITEM # 10:30 appt

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Feb 24 2009
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***Subject Title (As it will appear on the agenda):**
Northwest Community Action - Consultant Wendy Thompson

***Background (Provide sufficient detail of the subject):**
NWCA has a new homeless prevention program called Heading Home Northwest Minnesota. NWCA consultant Wendy Thompson and Beltrami Area Services Collaborative Executive Director Patrick Grundmeier will meet with the Board to review this homeless prevention study and it recommendations. Preventing homelessness is a component of the NWCA Self Sufficiency Program.

***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

Executive Summary

Homelessness is a human tragedy with steep, long-term costs. The ripple effects of this problem reach all corners of our communities. Now is the time for Northwestern Minnesota¹ to implement a plan that will end this costly human tragedy in our region.

Data shows that when people are homeless over a long term, their needs go unmet—chronic conditions worsen, mental health issues cause barriers to employment and self-sufficiency, addictions become more severe, children face developmental delays, and parenting issues escalate as stressors mount. As these conditions worsen, the options to address and treat them become more expensive. The long-term homeless population is far more likely to use costly crisis services such as emergency rooms, shelters, and foster care; and to require special education services for their children. In addition, they are more likely to be incarcerated and spend more time in jail or prison.

Rather than *managing* homelessness with these expensive crisis services, Minnesota is shifting to a research-based effort to *end* long-term homelessness and prevent new cases of homelessness. Regional entities across the state are implementing comprehensive plans with involvement from citizens, all levels of government, schools, faith communities, funders, and homeless service agencies.

Homelessness in Northwestern Minnesota

Evidence of homelessness

In Northwestern Minnesota, we don't see the obvious signs of homelessness—cardboard shelters in alleys, ever-present panhandlers on main streets, crowds of the needy outside emergency shelters. The homeless of rural areas such as ours are called the “hidden homeless.” They move from one unstable, sub-standard or cost-burdened situation to another, hidden from the eyes of the wider community.

As the following data shows, homelessness *does* exist in Northwestern Minnesota.

- In October 2006, local surveyors identified 198 homeless persons in Northwestern Minnesota during a 24-hour period.
- In January 2007, a 24-hour survey identified 266 homeless persons in the region.
- In 2006, more than 866 homeless persons were turned away from Northwestern Minnesota emergency shelters due to a lack of available beds.
- From July 2006 to June 2007, over 1,000 people in Northwestern Minnesota were identified as “long-term homeless.”

¹ Northwestern Minnesota includes Beltrami, Clearwater, Hubbard, Kittson, Lake of the Woods, Mahnomon, Marshall, Norman, Pennington, Polk, Roseau, and Red Lake counties as well as Red Lake Nation, White Earth Reservation, and a small portion of Leech Lake Reservation.

Main causes of homelessness

Homelessness is caused by two main factors:

1. Poverty
2. Shortage of affordable housing

Both of these factors are present in Northwestern Minnesota. Eleven of twelve counties in the region have a higher poverty rate than the state average. About 30% of the jobs in Kittson, Roseau, Marshall, Pennington, Red Lake, Polk, and Norman counties pay less than a living wage and 42% of the jobs in Beltrami, Clearwater, Hubbard, Lake of the Woods and Mahnommen counties pay less than a family supporting wage.²

Data shows that the current supply of affordable housing does not meet the demand. Thousands of low-income and extremely low-income Northwestern Minnesota households are paying over 30% or even over 50% of their income on housing. For these households, any sudden setback—an illness or an accident, an unexpected car repair, a job loss, or the loss of a spouse—could cause the loss of their housing.

Other factors impacting homelessness

While poverty and a lack of affordable housing are the main causes of homelessness, other interconnected factors come into play. In cases where these factors exist, finding and sustaining permanent housing becomes increasingly challenging.

Some factors at the *individual level* that can cause, complicate or prolong homelessness include:

- mental health conditions
- physical health conditions
- chemical addiction
- dual diagnoses (some combination of more than one diagnosed mental, physical, or addictive condition)
- lack of education and job skills
- prior institutional placement
- poor credit and housing history

Some *systemic issues* in our area that can cause, complicate or prolong homelessness include:

- lack of transportation needed in this sparsely populated, large, rural geography
- shortage of affordable, accessible child care
- the high cost of utilities in an extreme climate
- sub-standard conditions of regional housing
- shortage of emergency shelter and supportive housing
- foreclosure trends

² “Family supporting wage” figures do not include budget lines for entertainment, skills training, emergencies, vacations, home mortgage down payment, life insurance, gifts, pets, home appliance purchases, or savings for college and retirement. Figures shown above are for a two-parent family with two children and two full-time workers.

Best Practices

Permanent Supportive Housing

Recent studies have shown that creating units of Permanent Supportive Housing (PSH) and moving long-term homeless clients rapidly into those units reduces their use of expensive crisis services. In addition to housing, PSH programs offer supportive services to address systemic and individual barriers. Services may include—for instance—job training, mental health counseling, child care assistance, or transportation assistance. The goal is to move clients toward greater self-sufficiency and stability. Case managers work with the clients to identify needs and then monitor individual or family progress.

Housing First

Housing First is based on research showing that clients are more successful if they have permanent housing *while* addressing other barriers such as mental, physical or chemical health issues. Placement in housing is a first priority.

Rapid Re-Housing

Shortening the length of the homeless episode decreases the harmful impact of housing instability. Rapid Re-housing involves quickly placing homeless individuals in permanent housing—either in PSH, subsidized housing, or some other affordable, appropriate option. The current severe lack of PSH and affordable housing in Northwestern Minnesota limits the ability to fully and aggressively implement this concept.

Case Management

Case managers are assigned to clients who are homeless or those at risk of becoming homeless. They help clients recognize barriers, devise goals, and monitor progress. Case managers provide the linkage between clients and the resources available to help them overcome barriers to housing and attain greater self-sufficiency. Given the many personal and systemic barriers that the homeless face in our region, case management is an essential investment.

Prevention

It is well-documented that *preventing* an episode of homelessness costs less than serving the needs of clients who are already homeless. Imagine the low-income worker who suddenly loses her job and needs temporary financial assistance while she seeks other employment. Without that assistance, her family will lose their home. Imagine young adults leaving foster care without a supportive parent to help them acquire housing or job training. Providing homeless prevention assistance to these young adults puts them on a path toward being productive, well-adjusted community members.

Prevention efforts include—for instance—providing vouchers for transportation, first and last month's rent, landlord mediation, or assistance with child care subsidy application forms. A case manager may be assigned to monitor client progress and provide links to services such as mental health counseling, mortgage foreclosure counseling, job skills training or substance abuse treatment.

Focus on Youth

Homelessness as a child is the number one predictor of whether someone will become homeless as an adult. Investing in young people will pay off—likely more so than for any other sub-group.

Recommendations

Using input from partners throughout the region, Northwest Minnesota Continuum of Care (CoC) devised a comprehensive plan called *Heading Home Northwest Minnesota*. Over the next 10 years, stakeholders will collaborate to reach two broad goals laid out in the Action Plan section of the document. A Heading Home Coordination Group will be recruited to oversee the plan and report on progress.

Broad Goals for *Heading Home Northwestern Minnesota*

1. End long-term homelessness in Northwestern Minnesota in 10 years
2. Prevent of new cases of homelessness

Six strategies will be employed to move toward the broad goals. The strategies incorporate Best Practices with modifications to meet the unique needs of the region. Each strategy includes action items that require participation by homeless service agencies, elected officials at all levels, faith communities, schools, governmental agencies, funders, and advocates. As new data is examined and new strategies come to light, the plan will be revised.

Six Strategies

1. Build community awareness about homelessness in Northwestern Minnesota
2. Create additional emergency, supportive housing and affordable housing opportunities while preserving existing housing options
3. Improve supportive service availability, coordination, and results
4. Provide effective, coordinated outreach to the homeless
5. Improve discharge planning from public institutions (*to avoid discharge into homelessness*)
6. Improve data on regional homelessness

Networking and collaboration are essential elements of the plan. Strong partnerships will be needed to overcome systemic challenges such as transportation barriers, lack of federal funding for supportive services, and other issues. Working together across agencies, across county boundaries, and across communities will help remove the obstacles posed by rural diseconomies of scale, diversity of needs, and limited program resources.

It will be vital for the partners in this comprehensive plan to fully understand Northwestern Minnesota's homeless population and the systems that serve them. The narrative section of *Heading Home Northwestern Minnesota* contains valuable data and insight. This information will serve as a foundation of shared knowledge among partners and, as such, deserves a closer look.

The task before us is not easy, but failure to act will mean a continuation of the needless and expensive cycle of homelessness.

ITEM # 10:45 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):**
Wynne Consulting Contract for Grant Preparation Services

***Background (Provide sufficient detail of the subject):**
As per the Board request, John Wynne has provided the Board with a contract for your review for the provisions of grant writing services. Mr. Wynne will be present at the meeting to answer any questions you may have. SEE ATTACHED DRAFT CONTRACT.

***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

CONTRACT FOR GRANT PREPARATION SERVICES

CONTRACT, made January 1, 2009, between Wynne Consulting, Inc. (hereinafter referred to as "Consultant") and Roseau County, Minnesota (hereinafter referred to as Roseau County).

Recitals

- A. Roseau County and its member jurisdictions desire to apply for grant funds to address various needs throughout the County.
- B. Roseau County desires to have the following services to be performed by Consultant: Grant Application Preparation.
- C. Consultant agrees to perform this service for Roseau County and its member jurisdictions under the terms and conditions set forth in this contract.

IN CONSIDERATION OF the mutual promises set forth herein, it is agreed between Consultant and Roseau County as follows:

1. Nature of Services. Consultant will furnish the following services for Roseau County and its member jurisdictions (i.e. cities, townships):

- a. Prepare applications, forms or other documents necessary to be considered for grant funding as directed by the Roseau County Board of Commissioners, or Roseau County's cities and townships, in a timely fashion.

Furnishing of Labor and Materials. Except as may be otherwise specifically provided in this contract, Consultant shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this contract.

3. Time Devoted to Work. In the performance of the services, the aforesaid services and the hours Consultant is to work on any given day will be entirely within the Consultant's control and Roseau County will rely on Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this contract.

4. Duration of Contract. This contract will become effective January 1, 2009 and will continue in full force and effect until December 31, 2009. This contract shall automatically renew

5. Payment. The Consultant will be paid an annual flat fee of \$7,500 by the Northwest Minnesota Multi-County HRA on behalf of Roseau County. In addition, Roseau County will compensate the Consultant a sum equal to 10% of any grant funding amount that is awarded to the County, or its member jurisdictions, up to a maximum of \$22,500 during the contract period. The compensation due for applications which are funded will be based upon the year in which the application for funding is submitted rather than the date on which funding is actually awarded. In addition, Consultant will be paid "out of pocket" costs (which will only be charged to the entity for which the grant is being prepared). "Out of pocket" costs shall include, but not be limited to:

Mileage at the established Federal reimbursement rate
Lodging at actual cost incurred
Postage at actual cost incurred
Telephone costs (long distance at actual cost incurred)
Photocopy's at \$.05 per copy

6. Payment Requests. The Consultant may request full payment for compensation due upon the execution of a grant agreement or contract which has been awarded to the county or any of its member jurisdictions resulting from the preparation and submission of a grant application by the consultant. Additionally, the \$7,500 flat fee provided by the Northwest Minnesota Multi-County HRA on behalf of Roseau County will be due May 1st.

7. Status of Consultant. This contract calls for the performance of the services of Consultant as an independent contractor and none of the employees or personnel of Consultant will be considered employees of the Roseau County for any purpose. In the performance of the work herein contemplated, Consultant has the authority to control and direct the performance of the details of work, Roseau County being interested in the result obtained.

8. Roseau County's Right of Supervision and Inspection. The work and services contemplated herein must meet the approval of the Roseau County and shall be subject to the Roseau County's general right of inspection and supervision to secure the satisfactory completion thereof. The Roseau County will be provided with applications for review, if desired, at least 3 days prior to the actual date of delivery to the funding agency.

9. Services for others. Consultant may perform services for other persons, entities or municipalities provided that such performance does not adversely affect their ability to perform the services contemplated by this contract.

10. Successors and Assigns. This contract shall be binding and shall inure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives, and successors. However the Consultant shall not assign the grant writing responsibilities under this contract to another grant writer without the specific approval of the Roseau County.

11. Amendment, Modification or Waiver. No amendment, modification, or waiver of any condition, provision or term of this contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default by any party shall not effect or impair any right arising from any subsequent default.

12. Cancellation of Contract. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Contract, Roseau County shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least 10 days before the effective date of such termination.

In such event, any applications which have been submitted prior to the effective date of cancellation, which may be funded subsequent to the date of cancellation, shall still be subject to the compensation provisions outlined in Paragraph 5.

13. Entire Agreement. This contract contains the entire understanding of the parties hereto with respect to the services contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise have been made by either party hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

Wynne Consulting, Inc.

Roseau County, Minnesota

By _____

By _____

Its _____

Its _____

ITEM # Public Hearing 11
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):**
 Public Hearing on Small Cities Development Grant - Arsenic Removal Project

***Background (Provide sufficient detail of the subject):**
 Attached is the notice of Public Hearing for this grant. You approved this hearing at the February 3rd 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



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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Commissioners of Roseau County, Minnesota, will meet on Tuesday, February 24, 2009 at 11:00 am, at the Roseau County Courthouse, Board of Commissioners Meeting Room, No. 110, in Roseau, Minnesota, for the purpose of conducting a public hearing, pursuant to Minnesota Statutes 103E.401, to obtain public input regarding an application for Small Cities Community Development Program funding in which it is a joint participant. The funding is being made available through the Minnesota Department of Employment and Economic Development (DEED).

All persons interested may appear and be heard at the time and place set forth above, or may file written comments with the County Coordinator prior to the date of the hearing set forth above. Comments may be sent by email to .klein@co.roseau.mn or by mail to Roseau County Coordinator 606 Ave SW, Room 131, Roseau, MN 56751.

Dated: January 28, 2009

BY ORDER OF THE ROSEAU COUNTY
BOARD OF COMMISSIONERS

SEAL

Attest: _____
Teresa Klein
Roseau County Coordinator

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 # 11:15 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):**
US Dept of Homeland Security Bureau of Customs and Border Protection

***Background (Provide sufficient detail of the subject):**
Area supervisor Robert Tuttle will be here to meet with the Board to answer any questions you may have regarding the current US Dept of Homeland Security Stonegarden grant and the application for the next Stonegarden grant.

***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 # Correspondence
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Feb 24 2009
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***Subject Title (As it will appear on the agenda):**
 Red Lake Watershed District Correspondence RE: HF 109 and SF 266

***Background (Provide sufficient detail of the subject):**
 Attached is correspondence from the Red Lake Watershed District opposing house bill 109 and its companion senate bill 266 regarding county board approval of watershed district budgets.

***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

Red Lake Watershed District

President
Dale M. Nelson

Vice President
Gene Tiedemann

Treasurer
Lee Coe

1000 Pennington Avenue South
Thief River Falls, MN 56701
218-681-5800
218-681-5839 FAX
e-mail: rlwaters@wiktel.com
www.redlakewatershed.org

Secretary
Orville Knott

Managers
Jim Votava
Kelly Nordlund

RECEIVED
FEB 17 2009

February 12, 2009

Jack Swanson, Chairman
Roseau County Board
606 5th Avenue SW
Roseau, MN 56751

Dear Mr. Swanson:

This letter is in regard to proposed legislation (House File 109, Senate File 266) that would require county approval of watershed district budgets. This may seem like a small task but in the case of the Red Lake Watershed District, this would cause a considerable amount of time and money that the Red Lake Watershed District feels is unnecessary. The Red Lake Watershed District is the largest watershed in the state of Minnesota covering parts of 10 counties. As defined in Minnesota Statutes, the district is presently required to advertise in each county for its annual budget hearing which in some cases costs more to advertise than we actually collect in tax dollars from a particular county. The District feels that approval of District budgets by the respective counties could get very political in a sense that a county which has very small tax base would have equal standing as a county that pays the most and may ultimately lose the most. Who better understands the budget problems of the District than the people who deal with budget on a yearly basis? The Red Lake Watershed District by law can levy up to the maximum of \$250,000 a year for its General Fund Budget. In the six years that I have been employed at the District, the Board has not approved a General Fund budget for more than \$182,000. The Board feels the District is being very fair to the counties and landowners of our district in managing our budget and still providing the services that the public expects.

As you know, Minnesota statutes already require watershed districts to follow budgeting procedures, hold hearings on their budget, follow open meeting law requirements, provide annual financial audits, follow general accounting and financial management procedures, and provide public information and education. This is no different than requirements for all local units of governments.

Requiring county approval of watershed district budgets could very likely delay or eliminate programs and projects that have the support of the residents of the district. It could result in the watershed district's inability to carry out their responsibilities defined in their Overall Plan, under Minnesota Drainage Laws, and Wetland Conservation Act.

The Minnesota Association of Watershed Districts and the Red Lake Watershed District would like legislators and county commissioners to oppose this legislation. Certainly the respective county Boards could attend the Red Lake Watershed District Budget Hearing to air and address any budgetary concerns that each respective county may have. A one-page fact sheet summarizing key issues is included for your review.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Myron Jesme
Administrator

Enclosure

Minnesota Association of Watershed Districts Position Statement about the legislation that would require County approval of Watershed District budgets (HF 109 and SF 266)

It is the position of the Minnesota Association of Watershed Districts, that the proposed legislation requiring County approval of Watershed District annual budgets is inconsistent with the purposes of Watershed Districts as they exist today and as authorized in MS 103D and MS 103E.

Watershed Districts were created to manage water resources within the hydrologic watershed boundary and implement programs and projects that address priority issues and problems. The districts were created by local petitions to specifically address issues and problems that were not or could not be addressed by cities or counties. In northwest Minnesota, the Red Lake Watershed District was created to deal with flooding, farmland drainage, water quality and groundwater problems.

The Minnesota Association of Watershed Districts and local watershed district managers and staff would like legislators and county commissioners to oppose this legislation for the following reasons.

- Watershed Districts were designed as a special purpose local unit of government that is autonomous from city or county control to overcome gridlock over water management where multiple local governments are involved.
- Watershed District Managers are appointed by the County Commissioners of the Counties wholly or partially within the District boundaries. This allows counties the ability to shape the composition of the Board through their appointments.
- Many Watershed Districts in Minnesota included more than one County (10 counties in the Red Lake Watershed District). This proposal could result in a District having to secure budget approval from each county which could result in no budget ever being certified prior to the December deadline. This would allow each county with territory in the District to effectively overrule or veto the proposed actions of the District to address problems throughout the District.
- Counties already have safeguards that Districts are pursuing programs and activities consistent with its purposes and authorities. The Watershed Act and the Metropolitan Surface Water Management Act require Districts to prepare Watershed Management Plans that take a comprehensive look at the conditions of the District, the resource management problems that exist or are anticipated, set goal for its water resources, and plan for improvements that solve the identified resource management problems. Counties, Cities, and state agencies are involved in the planning process and are required by law to have the opportunity to review these plans before final approval by the Board of Water and Soil Resources. This is a thoughtful and rigorous process that insures the District is working toward the purposes and goals of the District.
- Minnesota Statutes require Districts to follow budgeting procedures, hold budget public hearings, follow open meeting law requirements, provide for annual financial audits, follow general accounting and financial management procedures and provide public information and education, as is required of all other local units of government.
- Lack of approved budget could result in failure or delay of local petitioned flood control, drainage, and water quality projects. Watershed districts would not be able to carry out their responsibilities under Minnesota Drainage Law, and the MN Wetland Conservation Act.
- Lack of an approved budget could result in no approved levy for the following fiscal year and the need to curtail existing programs, cancel contracts, staff layoffs, inability to make debt service commitments and potential liability claims.

If you have any questions, please contact Myron Jesme at (218) 681- 5800.