



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

AGENDA
Tuesday, July 6, 2010 8:30 a.m.

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on July 6, 2010 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

8:35 Comments and Announcements

8:45 Consent Agenda

1. Approve Proceedings from the 6-29-10 Board Meeting
2. Approve Meeting Minutes from 6-22-10 SD 72 and SD 95 Joint Informational Meeting
3. Authorize Attendance at Water Management Summit July 12, 2010
4. Authorize Commissioner Swanson's Participation on the Collaborative Governance Council
5. Authorize Commissioner Attendance at Summer REDESIGN Workshops
6. Approve Joint Powers Agreement for the Administration of Federal HSIP Safety Grant
7. Approve Agreement to Provide Administrative Services for the Early Retiree Reinsurance Program

9:00 Auditor's Office – Interim Auditor John Hoscheid and Deputy Auditor John Huss

1. Set Primary Election Canvassing Board Date and Time
2. Appoint Two Commissioners to Serve on Primary Election Canvassing Board
3. 2010 Budget & Levy Planning

10:15 BREAK

10:30 Roseau County Prevention Coalition

1. Approve Year-end Report

10:40 Future Agenda Items

10:45 Adjourn

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

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

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

District 1, Alan Johnston, Chair - District 2, Jack Swanson -
District 3, Roger Falk - District 4, Russell Walker - District 5, Mark Foldesi, Vice-Chair

An Equal Opportunity Employer

ITEM # Consent 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 6 2010
--	-----------------------------------	--

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

***Background (Provide sufficient detail of the subject):**
 Attached are the proceedings from the June 29, 2010 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						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

June 29, 2010

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, June 29, 2010 at 8:30 a.m.

CALL TO ORDER

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

APPROVAL OF AGENDA

Approval of the North Star ATV Club request for reimbursement for insurance on the Beltrami Island State Forest trail was added to the Consent Agenda. Discussion of the 2011 budget procedure and timeline was deferred to the July 6, 2010 Board Meeting. A motion to approve the amended agenda was made by Commissioner Swanson, seconded by Commissioner Walker, and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

The Board acknowledged correspondence from the MN Department of Natural Resources regarding trail hazards on the Bemis Hill Grant-In Aid ATV Trail and correspondence from the Environmental Resources Management regarding an invitation to comment on Historic Properties Affected by a Proposed Tower Site in Wannaska.

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Falk, seconded by Commissioner Walker and carried unanimously.

The Board, by adoption of its Consent Agenda, approved Proceedings from the 6/15/10 Regular Board Meeting; authorized Coordinator Klein to sign the Early Retiree Reinsurance Application; approved the North Star ATV Club request to submit to the MNDNR for reimbursement in the amount of \$1370.65 for insurance on the Beltrami Island State Forest Trail and approved bills for payments as follows:

WARRANTS APPROVED FOR PAYMENT 6/17/2010

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
3061.48	CAPITAL GUARDIAN TRUST CO	1137.26	CENTRAL STATES WIRE PRODUCTS I
331.76	CENTURYLINK	575.06	MICHAEL GERDES
4308.52	LAURE JOHNSON	709.17	MN CHILD SUPPORT PAYMENT CENTE
3197.12	NATIONWIDE RETIREMENT SOLUTION	350.00	NOEL ELECTRIC
408.00	GREG OLSON	375.00	ROSEAU CO TREASURER
7348.50	SELECT ACCOUNT-VEBA		
	18 PAYMENTS LESS THAN \$300	1,286.97	
	****	FINAL TOTAL.....	\$23,088.84 ****

WARRANTS APPROVED FOR PAYMENT 6/24/2010

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
525.07	CANON FINANCIAL SERVICES INC	2011.88	CENEX CREDIT CARDS
656.25	MERITCARE	986.63	MN ENERGY RESOURCES
410.02	ROSEAU ELECTRIC COOP INC		
	5 PAYMENTS LESS THAN \$300	590.19	
****	FINAL TOTAL.....	\$5,180.04	****

WARRANTS APPROVED FOR PAYMENT 6/24/2010

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
3945.57	SCHOOL DIST 2358	76234.24	SCHOOL DIST 2683
3496.01	SCHOOL DIST 447	116593.01	SCHOOL DIST 676
1030224.13	SCHOOL DIST 682	924080.24	SCHOOL DIST 690
	0 PAYMENTS LESS THAN \$300	.00	
****	FINAL TOTAL.....	\$2,154,573.20	****

WARRANTS APPROVED ON 6/29/2010 FOR PAYMENT 7/02/2010

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
516.38	ARROWWOOD RESORT	8169.45	AVIANDS LLC
784.00	CRAGUN'S CONFERENCE CENTER	1128.94	D & E SPORT SHOP-ROSEAU
1775.00	RANDY ERICKSON	2508.38	FLEET SERVICES DIVISION
9330.11	GARTNER REFRIGERATION CO	387.59	GRAINGER INC
365.00	PAMELA GRAND	300.00	AARON KVIEN
1293.60	LIFECARE MEDICAL CENTER	1325.00	O'NEIL LUND
989.72	MATTSON PHARMACY INC	928.50	MIDWEST MONITORING & SURVEILLA
1931.00	MN SHERIFF'S ASSN	939.39	MULTI OFFICE PRODUCTS INC
7539.41	NINTH JUDICIAL DISTRICT	1193.45	NOVOTNY'S OVERHEAD DOOR SALES
379.00	JEFF PARKER	855.00	R & Q CONTRACTING INC
373.00	RATWIK, ROSZAK & MALONEY, PA	900.00	RELIANCE TELEPHONE SYSTEMS
10781.43	ROSEAU CO HWY DEPT	366.50	STAN'S COMMUNICATIONS INC
12568.28	SYNERGY GRAPHICS	840.60	THE HUNTING SHACK INC
500.00	TW VENDING INC	1690.00	US SECURITY SYSTEMS, INC.
2559.17	VOYAGEURS COMTRONICS CORPORATI	13022.70	WIDSETH SMITH NOLTING
	33 PAYMENTS LESS THAN \$300	3,688.11	
****	FINAL TOTAL.....	\$89,928.71	****

9:15 AUDITOR'S OFFICE APPOINTMENT

The Board discussed 2011 budget preparations. Deputy Auditor John Huss informed the Board that the Department Heads have received budget worksheets and requested the Board review the draft budget planning schedule. Deputy Auditor John Huss will request interim Auditor John Hoscheid review the letter and then will make the changes and forward it to Department Heads. The Board agreed to the July 23rd return date and deferred further discussion on this matter until the July 6, 2010 Board Meeting.

The Board deferred the discussion on setting a Primary Election Canvassing Board date and time and appointing commissioners to the serve on the Primary Election Canvassing Board to the July 6, 2010 Board Meeting.

COURT ADMINISTRATOR TERESA MCDONNELL

Court Administrator Teresa McDonnell introduced the new Parents Forever Coordinator Sue Greenhoe. Sue was hired to replace Rachel Krahn after her resignation in May. Ms McDonnell noted that Ms. Greenhoe's participation in a Master's Program in Family Life Education makes her a perfect fit for this program. The Parents Forever Program is a court mandated program for all divorcing couples in the County with minor children. Currently the program is operating on a negative budget but Court Administrator Teresa McDonnell explained that with an increase in registration fees, changes to the structure of the program and the possibility of grant funding this negative budget will resolve itself in a short amount of time.

Chair Johnston recessed the regular Board Meeting at 9:50 a.m. The regular Board Meeting reconvened at 10:55 a.m.

HIGHWAY DEPARTMENT ENGINEERS REPORT

Engineer Brian Ketring met with the Board to request approval on a call for bids on two FEMA ditch repair projects. A motion was made by Commissioner Falk, seconded by Commissioner Johnston and carried unanimously to approve the following resolution:

2010-06-05

BE IT RESOLVED that the Board does hereby approve a call for bids on FEMA PW No. 265 – Project 5, Judicial Ditch No. 61, Lateral 2, Part 1 in Lake and Norland Townships.

BE IT FURTHER RESOLVED, that the Board does hereby approve a call for bids on FEMA PW No. 265 – Project 6, Judicial Ditch No. 61, Lateral 2, Part 2 in Spruce Valley Unorganized Township.

Bids will be opened on July 26, 2010 at 2:00 p.m. at the Roseau County Highway Department.

NWRD TRANSPORTATION PLANNER TROY SCHROEDER

Northwest Regional Development Transportation Planner Troy Schroeder met with the Board to give the Board an update on District 2 Road Construction Projects and asked the Board for a wish list of future projects to consider.

The Board discussed the Minnesota Northern Railroad abandonment of the line segment between Warroad and Roseau. The Board asked Mr. Schroeder what the pros and cons would be of the Trailblazers Snowmobile Club purchasing the land versus the County purchasing the land. Mr. Schroeder noted that the chief advantage of the county purchasing the abandoned rail bed would be control of the use and ownership of the rail bed. Mr. Schroeder also informed the Board that it is possible that the MNN would be abandoning the rail bed between Roseau and Badger and possibly even further. If purchased by the Trailblazers, they could sell the property to anyone. Commissioner Johnston expressed concern about this. Johnston stated that it is the county's responsibility to look out for the long term interests of the county. Johnston noted that while it is not known what the intention of the Trailblazers is beyond the development of a snowmobile trail (possibly a multi use trail), they are likely recreation orientated. Johnston noted that if in the future a new industry were to move to Roseau County that required railroad access, if the rail bed is

owned not under county control the county board would not have the authority to insure that the rail bed can be converted back to a rail line.

The Board reviewed the Regional Rail Authority Memo prepared by Assistant County Attorney Mike Grover. The Board agreed that they should proceed forward in establishing a RRA regardless of what transpires with the Warroad to Roseau rail bed. Coordinator Klein was asked to schedule a meeting between the County and with the Trailblazers. Commissioners Falk and Johnston will represent the county.

ROSEAU RIVER WATERSHED DISTRICT – TODD MILLER

Due to the previous appointment going over its scheduled time, this appointment was deferred to the July 13, 2010 Board Meeting.

MINNESOTA DEPARTMENT OF CORRECTIONS – MARK BLOOMQUIST

Mark Bloomquist, Minnesota Department of Corrections District 2 Supervisor, met with the Board to give an update on reimbursement rates for probation services; possible implementation of the Duluth Model Domestic Abuse Program; the establishment of an adult restitution program and a Sentencing to Service funding update.

Mr. Bloomquist informed the Board that the Department of Corrections county probation cost for the next contract period increased by less than 1%. Bloomquist advised the Board that due to implementation of the continuum model of supervision, the recidivism rate in Roseau County has dropped from 11.3% to 3.8%. Under this model, the most serious offenders get the highest level of supervision; an average of four visits per week by their probation officer. Motivational interviewing is a technique that has also been introduced made possible through a \$500,000 diversion grant.

Mr. Bloomquist informed the Board that a grant has been received to implement the Duluth Model Domestic Violence program in Roseau County. This model addresses the entire family system.

Mr. Bloomquist informed the Board that additionally a \$608,000 grant was received by the district for continued rural sex offender treatment.

Mr. Bloomquist discussed the implementation of an adult restitution program utilizing supervision fees that would allow offenders to work off restitution increasing the percent of victims who can be made whole. Roseau County currently has a juvenile restitution program. The adult program will be modeled after this program.

Mr. Bloomquist informed the Board that the legislature changed the Sentence to Serve funding formula from a 50:50 cost share ratio to a 75:25 cost share, increasing the counties portion by 25%. Bloomquist noted that the Sentencing to Service provides approximately 2600 hours of community service annually in Roseau County. . Mr. Bloomquist requested the Board approve Amendment I of the contract between the State of Minnesota and Roseau County for the Sentencing to Service program that includes the funding formula change. A motion was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously to adopt the following resolution:

2010-06-07

BE IT RESOLVED, that the Board does approve Amendment No. 1 to I-193 between the State of Minnesota and Roseau County for the continuation of the Sentencing to Service contract in the amount of \$18,997.26.

COMMITTEE REPORTS

Commissioner Falk reported on the following committee meetings: Northwest Community Action Committee meeting, 6/17/10; Safety Committee meeting, 6/22/10; Joint Powers Natural Resource Board, 6/28/10.

Commissioner Foldesi reported on the following committee meetings: State Ditch No. 72 Joint Ditch Authority and State Ditch No. 95 Joint Ditch Authority informational meeting, 6/22/10.

Commissioner Johnston reported on the following committee meetings: Northwest Regional Development Commission, 6/22/10; Land of the Dancing Sky Area Agency on Aging, 6/21/10.

Commissioner Swanson reported on the following committee meetings: Social Services Board meeting, 6/15/10; County Board Meeting, 6/15/10; Board of Appeal and Equalization, 6/15/10; Land Asset Pilot Project meeting, 6/16/10; Board of Appeal and Equalization 6/22/10; Safety Committee meeting, 6/22/10; County Fair Planning Committee meeting, 6/23/10; TV Translator meeting 6/23/10; HHS Redesign Liaison Committee meeting, 6/24/10; Public Health Committee meeting, 6/28/10; Roseau County Committee on Aging, 6/28/10.

Commissioner Walker had no committee meetings to report.

DISCUSSION

The Board discussed the information presented at the Ditch 69 public hearing held on Tuesday, June 8, 2010 and discussed what the next steps should be. The Board concurred that the first step is to make a decision as to whether or not, based on the evidence presented; the two miles in question are or are not part of the SD 69 system. If the Board concurs that the two miles is part of the system, Ditch Attorney Kurt Deter will draft a finding of fact and a ditch order.

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

2010-06-06

BE IT RESOLVED that the Board does hereby confirm that the 2 mile section commencing at the NE Corner of Section 3, Township 162 North, Range 42 West, thence west to the NW Corner of the NW Quarter of Section 4, in Roseau County, State of Minnesota was and is part of State Ditch No. 69.

BE IT FURTHER RESOLVED, that the Board does hereby authorize Attorney Kurt Deter to draft findings of fact and order confirming that the 2 mile segment is part of State Ditch No. 69.

The Board discussed how benefits would be determined for the land adjoining this segment not currently assessed ditch tax. According to Attorney Kurt Deter, the Board can order a redetermination of State Ditch No. 69 benefits or under MN Statutes 401, order benefits on non-assessed land or do an outlet benefit fee. It was noted that the Board first has to approve and file the order and wait to see if it is appealed during the 30 day appeal window. Once beyond that time frame and the outcome of any appeal, the Board can determine how to address benefits.

Commissioner Swanson updated the Board on the progress of the Land Asset Pilot Project. Swanson noted that although the process is very slow, forward progress has been made. The committee requested the Board research possible properties for the next trade. The next scheduled meeting of the Land Asset Pilot Committee is Thursday, August 19, 2010 at 9:00 a.m. in the Commissioners Board Room.

Commissioner Foldesi asked about plans for a tax-forfeited land sale. Foldesi noted that he has a parcel of land that he would like to see added to the list. Commissioner Foldesi will contact Deputy Auditor Martie Monsrud to find out how to proceed.

The Board discussed attendance at the DEED Summer Road Show. Commissioner Swanson can attend the August 4th session in Hibbing. Commissioner Walker would like to attend the August 18 session in Thief River Falls if his schedule permits. Swanson requested approval to attend the Hibbing session if Walker is not able to attend the Thief River Falls session. A motion to approval Commissioner Swanson's attendance at the DEED Summer Road Show in Hibbing, Minnesota was made by Commissioner Johnston, seconded by Commissioner Walker and carried unanimously.

The Board reviewed the AMC REDESIGN summer workgroup opportunities and appointed Commissioners to their items of interest. AMC recently identified eight high priority issues that will be the focus of its summer REDESIGN activities. They are: Refinement of Waters Governance; Streamlining Planning and Zoning Regulations; Service Delivery Authority Implementation; REDESIGN of Child Support Services; County Revenue Diversification; Ownership Issues on Minnesota's Road Network; REDESIGN of Statewide Law Enforcement and Twin Cities Metropolitan Governance.

The Board discussed Minnesota Counties Insurance Trusts decision to discontinue membership to Community Agencies.

Commissioner Johnston recently attended a Northwest Regional Development Commission Area Agency on Aging. He suggested that Commissioner Foldesi attend these meetings in the future as this committee directly relates to the scope of work covered by the QUIN County Advisory Board which Commissioner Foldesi attends. The Board concurred.

Upon motion carried, the Board adjourned the regular meeting at 1:45 pm. The next regular meeting of the Board is scheduled for July 6, 2010 at 8:30 a.m.

Attest:

Date: _____

Teresa Klein, Board Clerk
Roseau County, Minnesota

Alan Johnston, Chair
Board of County Commissioners
Roseau County, Minnesota

DRAFT

ITEM # Consent 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 6 2010
--	-----------------------------------	--

***Subject Title (As it will appear on the agenda):**
 Approve Meeting Minutes of 6-22-10 SD 72 and SD 95 Joint Informational Meeting

***Background (Provide sufficient detail of the subject):**
 Attached are the draft meeting minutes from the June 22, 2010 Joint Ditch Informational 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						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

PROCEEDINGS OF STATE DITCH 95 AND STATE DITCH 72 JOINT DITCH AUTHORITY
INFORMATIONAL MEETING

June 22, 2010

An informational meeting was convened at 7:30 p.m. on Tuesday, June 22, 2010 in the Greenbush Community Center by District 5 Commissioner Mark Foldesi regarding a request to place a culvert in Lateral 6 of State Ditch 72 located on the township line between Unorganized Juneberry Township and Polonia Township where SD No. 72 intersects with SD No. 95.

Meeting attendees included representatives of Roseau County, Barto Township, Polonia Township, Two Rivers Watershed District, and affected landowners in Solar, Unorganized Juneberry, Polonia, and Barto Townships. Attendees included Roseau County Commissioner Mark Foldesi, Roseau County Engineer Brian Ketring, Roseau County Coordinator Trish Klein; Barto Township Officers Neil Novacek, Brad Blawat, and Kenny Chruszch; Two Rivers Watershed District Manager Dick Novacek; Polonia Township Officers Luke Novacek, Virgil Gyskiewicz, and Dale Kuznia; and other affected landowners including Carter Novacek, Mark Gonshorowski, Steve Harder, Craig Christianson, Mark Brazier, Jim Bergsnev, Jeff Bakken, Robert Novacek, Brede Christianson, Rick Sikorski, Shannon Sikorski, Virgil Gyskiewicz, Myles Efta, Buster Nubson, and Bob Priest.

Commissioner Foldesi welcomed everyone to the meeting and gave an overview of the culvert resizing request. Commissioner Foldesi noted that there is currently a 24 inch culvert in this location but that it is not large enough to handle the water that is flowing south and that a request had been received to replace the 24 inch culvert with a 48 inch culvert.

County Engineer Brian Ketring advised the attendees that this was a fact finding meeting. He noted that the purpose of the meeting is to solve a problem without harming anyone. Ketring stated that everyone in attendance has water concerns and that common ground is needed.

Commissioner Foldesi was asked to read the minutes from a Special Meeting held on January 24, 2008 at 8:00 p.m. at the Barto Town Hall. This was an open meeting called by Commissioner Foldesi to discuss water issues in the SD No. 95 and SD No. 72 systems. The result of this meeting was a list of requests that were deemed to resolve some of the major water concerns. The requests include: removal of one of the two north/south culverts in Lateral 1 of SD Ditch No. 95 at the west end of the Polonia and Unorganized Juneberry Township line (Luke's Pipe); improve the drainage in the last three miles of Lateral 1 on SD No 95 by changing the slopes to either a 3:1 slope on both sides or a 6:1 slope on the south side; burm cut the west side of the three miles of Lateral 8 of SD No. 72. (the Mel Wang Ditch) in Unorganized Juneberry Township allowing water to overflow onto state land (primarily on the south end); replace the 24 inch culvert located on the south end of Lateral 6 of SD No. 72 (the Husby Ditch) connecting into the 95 system with a 48 inch trapped culvert; repair the block at the north end of lateral 6 of SD No. 72 (Husby Ditch); and increase the size of the culvert on the main SD No. 72 Ditch at the curve and trap it. It was also noted that Commissioner Foldesi suggested putting in a curve at the end of SD No. 95 at the Roseau/Kittson County line where two culverts are now to speed up the water by making it flow smoother. A copy of the full set of minutes may be obtained from the Barto Township Clerk or the Roseau County Coordinator.

Dick Novacek stated that the problem is that SD No. 95 is not functioning as it should. Mr. Novacek noted that the ditch needs to be cleaned.

Ken Chruszch stated that SD No 95 was designed for 35 square miles of drainage but is taking in three times that amount. Mr. Chruszch added that SD No. 95 needs an outlet. Mr. Chruszch stated that the last 1/3 of SD No. 95 does not work because it is restricted in "Mike's Hill". Mr. Chruszch added that the last six miles simply stops as there is a zero grade. Mr. Chruszch stated that two things are needed – the 95 system needs to be put in working order and have a sufficient outlet and a larger culvert is needed in lateral 6 of SD No. 72. He added that things need to be done in sequence: take care of the outlet and then fix the culvert in question.

Brad Blawat stated that likely no one in Barto or Polonia Townships would be opposed to changing the culvert size on this culvert, but noted that the outlet (SD No 95) is not working effectively and needs to be fixed first. Mr. Blawat suggested a work project team to address the concerns.

Dick Novacek stated that he has asked the Two Rivers Watershed District to work on the problems in SD No. 95 but that there has not been much progress. He stated that he has been told that there are issues with Kittson County. Mr. Novacek acknowledged that some improvement has been made including the Ross impoundment.

Mark Gonshorowski presented a map that identified the culverts in these two ditch systems. Mr. Gonshorowski stated that the people in SD No. 72 need help draining water, emphasizing that the culvert in question is undersized.

Dick Novacek reviewed the flow of water in the two systems and noted that it does not flow as planned in the original ditch designs. Particularly problematic is that fact that SD No. 72 does not flow north as the system is designed, but rather wants to flow south.

Luke Novacek asked why the culvert at the Polonia/Unorganized Juneberry Township line (Luke's pipe) had not been removed as had been discussed in 2007.

Mr. Ketring responded that he thought the drainage was better by keeping the culvert in question in place instead of removing it.

Commissioner Foldesi gave an update on the Big Swamp work group. Commissioner Foldesi informed the attendees of the plans for another impoundment that would add another outlet for water. This impoundment would be created to manage Badger Creek and would add 30 square miles of drainage capacity.

Commissioner Foldesi stated that while the original request was to replace the 24 inch culvert with a 48 inch culvert, he would recommend putting in two 36 inch culverts that would provide the equivalent drainage but would be easier to trap.

Luke Novacek stated that draining one section of land requires a 36 inch culvert and that currently 10 sections were draining through a 24 inch culvert.

Jim Bergsnev added that the SD No. 72 (Juneberry Ditch) has the capacity to handle the water, but the water prefers to run south.

Kenneth Chruszch asked about the culvert on the north end of Lateral 8 of SD No. 72 (Mel Wang Ditch). He stated that he understood that this culvert was placed on a trial basis and that if it was not working it would be trapped or removed.

Commissioner Foldesi stated that it is under a five year trial period.

Kenneth Chruszch asked why we had to wait five years if it was already evident that the culvert was flooding people out.

Commissioner Foldesi stated that you don't have to wait five years but that it is being monitored.

Commissioner Foldesi clarified that the intent of this meeting was to take input regarding the culvert on Lateral 6 of SD No. 72.

Kenneth Chruszch stated that he is upset that one person can come in and ask for something and it gets done and others have been asking for years and nothing gets done.

County Engineer Ketring responded that it is not about who is asking to get a project done but rather the obstacles that have to be overcome in order to move a project forward. Ketring informed those in attendance that Roseau County is being sued by the Minnesota Center for Environmental Advocacy regarding work done on a ditch cleaning project on Ditch 72 laterals in Kittson County. MCEA claims maintenance work performed on laterals 12, 13 and 14 of SD 72, and work performed on SD 50, impaired the environment, violated the Minnesota Wetland Conservation Act; violated Minnesota drainage law (Minn. Stat. Ch. 103E); violated the Minnesota Environmental Protection Act ("MEPA"), (Minn Stat. Ch. 116D); violated the United States Clean Water Act; and violated a rule relating to threatened species. MCEA is requesting the abandonment of all of laterals 13 and 14, a portion of lateral 12 of SD No. 72 and portions of SD 50.

Ketring advised that every action taken on the part of Roseau County is scrutinized. He noted that with the state's focus on clean water and wild life preservation. Regulatory oversight has become very burdensome, slowing down and even stopping projects. Ketring noted the FEMA repair project on SD No. 69 that has been on hold waiting approval of permits for over six years.

Ketring stated that the key is to control the water. He stated that regardless of how the ditch was designed, the water wants to run south then it hits Kenny Chruszch's land where it is flat and it stops.

Dick Novacek stated that Mike's Hill is choking with cattails so that the water can't move. It was added that the cross section needs to be wider and more flat.

Virgil Gryskiewicz responded to Engineer Ketring's statement about the MEAC suit and stated that people need to be aware of litigation like these so that they can offer support and contact legislators.

Engineer Ketring agreed.

Mark Brazier stated that water moves in high water. The problem is that it does not move after that.

Commissioner Foldesi noted that the group had been discussing water problems for over an hour and that he wanted to move the discussion forward. Commissioner Foldesi stated that he would like to take a vote to see if there was consensus to replace the 24 inch culvert on the Husby ditch with two 36 inch culverts.

Engineer Ketring clarified that the county would still have to submit a permit request to the Two Rivers Watershed District for approval.

Dick Novacek noted that the Big Swamp project work team is meeting on Thursday, June 24th.

Luke Novacek stated that it is his understanding that the bridges at Mike's Lake flow at 40% and that something needs to be done about that.

Brad Blawat stated that the culvert is going to be replaced at the south end of lateral 6 then the block at the north end needs to be replaced or the culverts removed so that water from SD No. 72 does not flow into SD No. 95.

Luke Novacek stated that the two culverts are washed out and that they will continue to wash out because they are too short.

Brad Blawat stated that he has no problem with the culverts on the Husby Ditch (Lateral 6 of SD No. 72) but that it is important that the blocks be put in on the north end and that the berm gets cut on the west side of the ditch so that excess water that can flow out into the state land into the swamp.

Commissioner Foldesi expressed some concern about making berm cuts. He noted that SD No. 72 is essentially standing still. The addition of the two pipes in the Husby Ditch (lateral 6, SD No. 72) could create some much needed flow.

Engineer Ketring stated that cutting the berm is only going to help in high water.

Commissioner Foldesi called for a raise of hands. The vote was 12 in favor and 2 opposed. Eight people did not vote.

Kenneth Chruszch stated that they (the SD No. 95 landowners) wanted to leave the meeting with something too and expressed disappointment that common ground was not found.

The meeting adjourned at 9:00 p.m.

ITEM # Consent 3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 6 2010
--	-----------------------------------	--

***Subject Title (As it will appear on the agenda):**
Approve Attendance at Water Management Summit

***Background (Provide sufficient detail of the subject):**
At the May 25 Board Meeting the Board discussed Commissioners Falk and Swanson's attendance at the Water Management Summit but did not formally approve this.

***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						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

ITEM # Consent 4

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 6 2010
--	-----------------------------------	--

***Subject Title (As it will appear on the agenda):**
 Authorize Commissioner Swanson's Participation on the Collaborative Governance Council

***Background (Provide sufficient detail of the subject):**
COLLABORATIVE GOVERNANCE COUNCIL
 The Collaborative Governance Council is established to develop recommendations to the governor and the Legislature designed to increase collaboration in government. These recommendations may include, but are not limited to, strategies, policies, or other actions focused on the following: (1) the review of statutes, laws, and rules that slow or prevent collaboration efforts; (2) the use of collaboration to improve the delivery of governmental services; (3) the use of technology to connect entities and share information, including broadband access; (4) the modernization of financial transactions and their oversight by facilitating credit and debit card transactions, electronic funds, transfers, and electronic data interchange; and (5) the creation of model forms for joint power agreements. The League of Minnesota Cities, the Minnesota Association of Townships, the Association of Minnesota Counties, the Minnesota School Boards Association, AFSCME Council 5, Education Minnesota, SEIU and the Minnesota Chamber of Commerce are all asked to appoint one member to the collaborative governance council. The council expires June 30, 2015.

***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						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

ITEM # Consent 5

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 6 2010
--	-----------------------------------	--

***Subject Title (As it will appear on the agenda):**
Approve Commissioner Attendance at Summer REDESIGN Workshops

***Background (Provide sufficient detail of the subject):**
At the June 29 Board Meeting the Board discussed areas of interest in AMC's Summer REDESIGN Workshops. The Board needs to approve attendance for Commissioners at these workshops.

***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							
Foldesi						Failed	
Falk							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

ITEM # Consent 6
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 6 2010
--	-----------------------------------	--

***Subject Title (As it will appear on the agenda):**
 Approve Joint Powers Agreement for the Administration of Federal HSIP Safety Grant

***Background (Provide sufficient detail of the subject):**
 Attached is a Joint Powers Agreement for the Administration of Federal HSIP Safety Grant Project No. S.P. 088-070-003 for your approval.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Teresa Klein, Board Clerk

PO Box 367
Red Lake Falls, MN 56750
218/253-2598
FAX: 218/253-4894

Red Lake County Auditors Office

Bob Schmitz, County
Auditor

July 1, 2010

Trish Kline
Roseau County Coordinator
605 5th Ave SW
Roseau, MN 56751-1477

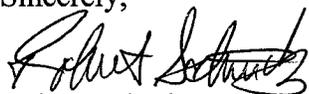
Dear Trish,

I am forwarding to you for signature, on behalf of Roseau County, the enclosed Joint Powers Agreement for the Administration of the Federal HSIP Safety Grant. There are 22 original counterparts of this agreement, which are enclosed. Each of the counterparts needs the signature of the County Board Chair and the County Board Clerk together with the County Attorney.

A similar letter should be prepared as the transmittal letter. After Roseau County signs the document through its Chair, Clerk, and County Attorney, that county office should then send the paper work to Polk County for the final signature to be affixed by county officials from that county.

Polk County is being designated as the lead agency under the Joint Powers Agreement. When the Polk County Authorities have signed the 22 counterparts, which are enclosed, and all of the instruments are fully signed and executed, Polk County is going to be distributing to each of the eleven counties two fully signed copies. They will be mailed or sent to the County Auditor of each of the eleven counties and the auditor will hold one of the signed documents and the other will be sent on to the highway department.

Sincerely,


Robert Schmitz, Auditor
Red Lake County

.....

**JOINT POWERS AGREEMENT FOR THE ADMINISTRATION
OF FEDERAL HSIP SAFETY GRANT
Project No. S.P. 088-070-003**

THIS AGREEMENT made and entered on the last day of execution below, between the Eleven Mn/DOT District 2 Minnesota Counties of Beltrami, Clearwater, Hubbard, Kittson, Lake of the Woods, Marshall, Norman, Pennington, Polk, Red Lake, and Roseau, herein after referred to as the 'Eleven Counties'.

WITNESSETH:

WHEREAS, each of the Eleven Counties is their own road authority for State Aid Highways; and

WHEREAS, the Eleven Counties desire to provide roadway safety improvements in the form of pavement markings on selected district wide Federal Aid eligible highway routes; and

WHEREAS, the Eleven Counties desire to provide these road safety improvements under one single construction contract; and

WHEREAS, the Eleven Counties wish to clearly identify their mutual duties and responsibilities with respect to the project development, contract administration and project delivery; and

WHEREAS, the Eleven Counties wish to designate Polk County Highway Department as the lead agency for the creation and coordination of activities in the area of project development including creation of final project plans, specifications, advertisements, and bid letting documents; and as the lead agency in the area of contract administration including preparation and solicitation of a contract and bonds from the approved bidder, performing required field documentation, preparation of state and federal reports, making contractor payments, providing field records retention and sustaining the final audit.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, all parties agree as follows:

1. Purpose. The purpose of this Agreement is to define the rights and obligations of the Eleven Counties with respect to the delivery of the project.
2. Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.

3. Responsibilities of Polk County:

- a. Polk County shall coordinate the preparation of plans, specifications, estimates, and bid documents in accordance with Mn/DOT State Aid Division requirements.
- b. Review preliminary plans, specification and bid documents with the Eleven Counties and State Aid Division officials. Relay and direct the revision of plans specifications and bid documents to the Eleven Counties as required.
- c. Submit final plans, specifications and bid documents to the Eleven Counties and State Aid for Final Approval.
- d. Conduct the bid opening and award the Contract.
- e. Coordinate all contract administration activities in accordance with Mn/DOT State Aid Division requirements on behalf of the Eleven Counties.
- f. Receive federal funds to be paid by FHWA for the project, pursuant to Minnesota Statutes.
- g. Perform required field documentation including, preparation and submission of required state and federal reports such as, but not limited to, notices, changes in status, diaries, change orders and payment vouchers.
- h. Upon completion of all construction activities in an individual county, provide a bill payable to Polk County Highway Department in the amount of that county's individual required match for construction costs and construction inspection.
- i. Provide permanent project records retention.
- j. Sustain the Audit.

4. Responsibilities of the Eleven Counties: Provide reimbursement to Polk County for equal share of costs incurred for project delivery on behalf of the other counties. Reimbursable items will include labor for coordination of project delivery in the areas of design, field documentation, and unallocated construction cost.

5. Payment of Coordination Costs. Bills and payment for coordination requirements incurred by Polk County will be after the fact. Each county will be billed those costs after all duties described in No. 3 above are completed.

6. Insurance. The Eleven Counties agree that they will, at all times during this Agreement, be prepared to meet the statutory limits for liability. Any insurance costs incurred shall be the costs and expenses of the insured party and shall not be included as a cost of the project or reimbursed in any way by the other party. Nothing in this agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or

defenses, and the limits of liability under Minnesota Statutes Chapter 466 for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

7. Controlling Law. This Agreement shall be governed by the applicable laws of the State of Minnesota.

8. Successors and Assigns. The Eleven Counties respectfully bind themselves, their partners, successors and assigns and all legal representatives of such party with respect to all covenants of this Agreement.

9. Changes. Except as provided herein, the parties agree that no change or modification to this Agreement or any attachments hereto shall have any force or effect unless the change is reduced to writing, dated and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.

10. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or nonenforceability would cause the Agreement to fail its purpose. One or more waivers by covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

11. Entire Agreement. This Agreement, including all exhibits, constitutes the entire Agreement between the Eleven Counties and supersedes all prior written or oral Agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order or agreement purporting to modify, vary, supplement or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

12. Effective Date. The Agreement shall be effective upon execution by the parties.

13. Liability and Indemnification. Each county shall be solely liable and responsible for all of the work done within their respective county and funded under the agreement. No party to this agreement shall be liable to any other party to this agreement or any third person for damages claimed by virtue of work funded under this agreement and done outside the geographic confines of its own County. Each party to this agreement shall indemnify and hold harmless any other party to this agreement for any claims or action brought against it for work financed under this agreement and performed outside of its county. Each County assumes full and complete responsibility and liability for work done within its own county and funded under this agreement.

BELTRAMI COUNTY

BY [Signature] DATE 5/7/10
County Board Chair

Approved as to Form and Execution

[Signature]
Beltrami County Attorney

ATTEST [Signature] DATE 5/7/10
County Board Clerk

CLEARWATER COUNTY

BY [Signature] DATE 5/13/10
County Board Chair

Approved as to Form and Execution

[Signature]
Clearwater County Attorney

ATTEST [Signature] DATE 5-11-10
County Board Clerk

HUBBARD COUNTY

BY [Signature] DATE 5/19/10
County Board Chair

Approved as to Form and Execution

[Signature]
Hubbard County Attorney

ATTEST [Signature] DATE 5/19/10
County Board Clerk

KITTSOON COUNTY

BY [Signature] DATE 6/1/10
County Board Chair

Approved as to Form and Execution

[Signature]
Kittson County Attorney

ATTEST [Signature] DATE 6-1-10
County Board Clerk

LAKE OF THE WOODS COUNTY

BY [Signature] DATE 6-7-2010
County Board Chair

Approved as to Form and Execution

[Signature]
Lake of the Woods County Attorney

ATTEST [Signature] DATE 6-9-10
County Board Clerk

MARSHALL COUNTY

BY [Signature] DATE 6-21-10
County Board Chair

Approved as to Form and Execution

[Signature]
Marshall County Attorney

ATTEST [Signature] DATE 6/18/10
County Board Clerk

NORMAN COUNTY

BY Lee Ann Hill DATE 6-22-10
County Board Chair

Approved as to Form and Execution
Thomas A. J. Heim
Norman County Attorney

ATTEST Richard Munton DATE 6/22/10
County Board Clerk

PENNINGTON COUNTY

BY Emy Truitt DATE 6/29/10
County Board Chair

Approved as to Form and Execution
[Signature]
Pennington County Attorney

ATTEST [Signature] DATE 6/29/10
County Board Clerk

POLK COUNTY

BY _____ DATE _____
County Board Chair

Approved as to Form and Execution

Polk County Attorney

ATTEST _____ DATE _____
County Board Clerk

RED LAKE COUNTY

BY John Leach DATE 6/30/10
County Board Chair

Approved as to Form and Execution
[Signature]
Red Lake County Attorney

ATTEST Robert Schultz DATE 6-30-10
County Board Clerk

ROSEAU COUNTY

BY _____ DATE _____
County Board Chair

Approved as to Form and Execution

Roseau County Attorney

ATTEST _____ DATE _____
County Board Clerk

ITEM # Consent 6
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 6 2010
--	-----------------------------------	--

***Subject Title (As it will appear on the agenda):**
 Approve Joint Powers Agreement for the Administration of Federal HSIP Safety Grant

***Background (Provide sufficient detail of the subject):**
 Attached is a Joint Powers Agreement for the Administration of Federal HSIP Safety Grant Project No. S.P. 088-070-003 for your approval.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Teresa Klein, Board Clerk

**AGREEMENT TO PROVIDE ADMINISTRATIVE SERVICES
FOR THE EARLY RETIREE REINSURANCE PROGRAM**

1. Purpose

This agreement (the “**Agreement**”) is made as of June 1, 2010 (the “**Effective Date**”) by and between Blue Cross and Blue Shield of Minnesota (“**BCBSM**”) and Roseau County (“**Sponsor**”), for the purpose of delineating the terms and conditions under which BCBSM will provide services related to Sponsor’s participation in the early retiree reinsurance program (the “**Program**”) administered by the Department of Health and Human Services.

2. Definitions

A. The terms “Certified,” “Claim,” “Employment-Based Plan,” and “Health Benefits” shall have the same meanings as in 45 C.F.R. § 149.2.

B. The term “Chronic and High-Cost Condition” means any condition for which \$15,000 or more in Health Benefits claims are likely to be incurred during a plan year by one Employment-Based Plan participant.

C. The term “HHS” means the United States Department of Health and Human Services, and references to HHS include the Secretary of HHS or the Secretary’s designee.

D. The term “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

E. The term “Program” means the Early Retiree Reinsurance Program established in Section 1102 of the Patient Protection and Affordable Care Act and implementing HHS interim final rule at 45 C.F.R. Part 149.

F. The term “Program-Eligible Individual” means an individual who is age 55 or older, enrolled for Health Benefits in a Certified Employment-Based Plan, not eligible for coverage under Medicare (Title XVIII of the Social Security Act), and not an active employee of Sponsor, as well as such individual’s enrolled spouse, surviving spouse, and dependents (if applicable).

G. The term “Program Requirements” means the requirements of 45 C.F.R. Part 149, and any administrative guidance there issued.

H. The term “Negotiated Price Concession” means any direct or indirect remuneration (including discounts, direct or indirect subsidies, charge backs or rebates, cash discounts, free goods contingent on a purchase agreement, up-front payments, coupons, goods in kind, free or reduced-price services, grants, or other price concessions or similar benefits), received by the Sponsor or BCBSM, that would serve to decrease the costs incurred under the Employment-Based Plan.

I.

3. Term and termination

A. Term. The term of this Agreement will commence on the Effective Date and will continue until federal funding from the Program is exhausted or the Agreement is terminated, whichever is earlier. The Agreement will be renewed automatically for successive one (1) year terms.

B. Termination of Agreement. The Agreement may be terminated under any of the following circumstances:

1. Termination with notice. Either party may terminate this Agreement in its entirety at any time upon 60 days' prior written notice to the other party.

2. Termination for material breach. In the event that either party fails to cure a material breach of this Agreement within 60 days of receipt of written notice to cure from the other (which notice will state the material breach with specificity and attach any then-available documentation of the material breach), the non-defaulting party may terminate this Agreement upon 30 days' prior written notice. If the breach is cured within such 60-day period, or if the breach is one that cannot reasonably be corrected within 60 days, and the non-defaulting party determines that the defaulting party is making substantial and diligent progress toward correction during such 60-day period, this Agreement will remain in full force and effect.

3. Termination based on failure to reach agreement following regulatory change. Either party may terminate this Agreement effective 60 days after either party provides written notice that it is unable to agree on any amendment required under Section 11(C).

C. Transition requirements. If this Agreement is terminated by BCBSM under Section 3(B)(1) or by either party under Section 3(B)(3), then the parties agree to take the following specific actions to minimize disruption:

1. Transition plan. The parties will develop and implement a detailed plan for transitioning the services, and both parties will cooperate fully to arrange for the transfer of services to Sponsor's designee.

2. Transition period. BCBSM will continue to provide services in accordance with this Agreement for a reasonable transition period. Unless the parties mutually agree otherwise, the transition period will not exceed 180 days from the date of notice of termination. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement will apply during the transition period.

3. Prompt payment. The parties will take reasonable steps to ensure that any payments due under this Agreement will be made promptly following termination of this Agreement, including without limitation any amounts due to BCBSM for services performed during the Transition Period which will be paid at the rates set forth in Appendix A. Termination of this Agreement will not terminate the rights or liabilities of either party arising out of the period prior to the effective date of the termination.

4. Scope of services

A. Program application.

1. Responsibility for preparing and submitting Program application. Sponsor will be responsible for preparing and submitting the Program application. BCBSM agrees to provide to Sponsor any data in its possession that Sponsor requires in order to complete its application. BCBSM and Sponsor will work cooperatively to provide the data needed to complete Sponsor's Program application on a timely basis.

2. Projection of claims.

(a) Responsibility for preparing projection. Sponsor shall be responsible for preparing and submitting to HHS the projection of amounts to be received by Sponsor under the Program for the first two plan year cycles following the Effective Date of this Agreement, as described in 45 C.F.R. § 149.40. BCBSM will assist Sponsor upon request within 14 days of inquiry.

(b) Data for projection. BCBSM shall provide, to the best of its ability, any data in its possession that Sponsor requests for the projection.

3. Fraud, waste, and abuse policies. BCBSM has implemented policies and procedures to detect and reduce fraud, waste, and abuse in connection with the Employment-Based Plan, in accordance with 45 C.F.R. § 149.40. BCBSM shall provide a summary of such policies and procedures to Sponsor. Sponsor agrees to hold the information in confidence, in accordance with Section 4(A)(8).

4. Programs that generate savings for Chronic and High-Cost Conditions.

BCBSM shall provide Sponsor with a summary explanation describing the procedures or programs it has in place that have generated or have the potential to generate cost savings with respect to Employment-Based Plan participants with Chronic and High-Cost Conditions. Sponsor agrees to hold the information in confidence, in accordance with Section 4(A)(8).

5. Confidentiality requirements. Sponsor agrees that any documents, materials, or other information provided to Sponsor by BCBSM pursuant to Sections 4.A.3 or 4.A.4 of this Agreement, relating to BCBSM's fraud, waste and abuse policies, programs that generate savings for Chronic and High-Cost Conditions, or both (collectively, the "Confidential Information"), are the sole property of BCBSM and are private and confidential in nature. Sponsor further agrees that BCBSM would suffer competitive or other harm in the event the Confidential Information, or any portion thereof, was disclosed. Sponsor further agrees that it will hold the Confidential Information in the strictest confidence and will not use or disclose it, or any part thereof, unless: (a) the use or disclosure is necessary for Sponsor to comply with the Program Requirements; (b) the disclosure is made with the prior written consent of BCBSM; (c) the disclosure is requested by and made to a local, state, or federal law enforcement official, provided Sponsor gives BCBSM written notice at least 30 days before making such disclosure; (d) the disclosure is made in response to a lawful subpoena or other compulsory process, provided that prior to making the disclosure, Sponsor promptly gives notice thereof to BCBSM

and furnishes BCBSM with a copy of the subpoena or other process so as to afford BCBSM a reasonable opportunity to seek a protective order; or (e) the Confidential Information to be disclosed is already in the public domain through no act or failure on the part of Sponsor.

In the event this Agreement is terminated, Sponsor agrees that it will continue to treat the Confidential Information as private and confidential, will return all such Confidential Information to BCBSM, and will not use or disclose such Confidential Information, or any part thereof, except as permitted in this Section. Sponsor agrees that BCBSM shall, in addition to any other available legal relief, be entitled to an injunction by any competent court to enjoin and restrain the unauthorized use or disclosure of the Confidential Information, or any part thereof.

B. Claims submission.

1. Responsibility for compiling and submitting data. BCBSM shall compile and submit Claims data to Sponsor in accordance with the frequency allowed in the Program Requirements, and in no event more frequent than permitted by HHS and in no event more frequent than monthly. At least 15 days in advance of the date that BCBSM will submit the Claims data to Sponsor, Sponsor shall provide to BCBSM:

(a) Sponsor's current list of Program-Eligible Individuals or, at the election of BCBSM, another suitable method of identifying such Program-Eligible Individuals;

(b) If Sponsor elects for BCBSM to include in a Claims submission to Sponsor any cost-sharing amounts paid by Program-Eligible Individuals for Health Benefits under the Employment-Based Plan, Sponsor shall provide actual payment receipts indicating that such cost-sharing amounts have been paid by the Program-Eligible Individual. In the absence of such receipts, BCBSM shall not include in a Claims submission amounts paid by Program-Eligible Individuals; that is, any cost-sharing amounts paid by a Program-Eligible Individual will not be taken into account for purposes of calculating payments under the Program.

Sponsor shall be solely responsible for identifying, obtaining, and submitting to HHS any Claims data that originates with Sponsor or with any third party that is not subcontracted by BCBSM.

If BCBSM receives any post-point-of-sale price concessions with respect to Health Benefits for which Claims data has previously been submitted to Sponsor, BCBSM shall promptly disclose the amount of such post-point-of-sale price concessions to Sponsor.

If Sponsor receives any post-point-of-sale price concessions with respect to Health Benefits for which Claims data has previously been provided to BCBSM, Sponsor shall, in a time frame consistent with 45 C.F.R. § 149.110(b), notify HHS of such post-point-of-sale price concessions in accordance with 45 C.F.R. § 149.110(b).

2. Duty to monitor. BCBSM shall have no obligation to Sponsor to monitor whether Claims are re-adjudicated after being submitted to Sponsor. However, before submitting Claims data to Sponsor, BCBSM will perform a data comparison to seek to identify claims that may have been re-adjudicated after BCBSM submitted the previous batch of Claims data. With regard to any adjustments that are identified, BCBSM will submit the updates to

Sponsor with its next Claims submission, or at such other time as may be required pursuant to 45 CFR 149.110(b).

3. Receipt of Program payments. Sponsor shall receive all Program payments from the United States directly, and BCBSM shall have no responsibility for receiving or handling such payments.

C. No obligation to submit inaccurate or incomplete data. BCBSM shall have no obligation to provide or submit data in support of Sponsor's Program application or a submission to obtain payment under the Program when, in its sole discretion, BCBSM believes that the data is or may be inaccurate or incomplete, or would otherwise not be in compliance with Program Requirements.

D. Corrections and modifications. Should BCBSM learn that any data provided by either party to this Agreement or by any third party is or was inaccurate, that Sponsor is or has received Program overpayments, or that Sponsor's Program application, reimbursement data, or any submissions to HHS fail to comply with Program Requirements, then except as specifically provided in Section 4(B)(2), BCBSM shall notify Sponsor and Sponsor shall have the sole responsibility for making necessary corrections and communications to HHS.

5. Compensation

Sponsor agrees to pay BCBSM administrative fees as described in Appendix A for those services performed by BCBSM under this Agreement.

6. Acknowledgement of purpose of data

Pursuant to 45 C.F.R § 149.40(f)(4)(ii), BCBSM acknowledges that information it provides to Sponsor pursuant to this Agreement shall be used by Sponsor exclusively for the purpose of obtaining federal funds.

7. Appeals

In the event that HHS makes an adverse reimbursement determination, BCBSM shall not be responsible for any procedural or substantive activities associated with Sponsor's appeal rights described in 45 C.F.R Part 149, Subpart F. BCBSM will provide Sponsor, at Sponsor's request, reasonable access to information that Sponsor may need to exercise its appeal rights, but Sponsor shall be solely responsible for submitting any request for appeal under 45 C.F.R. § 149.500(e).

8. Indemnification

Sponsor agrees to indemnify, defend (at BCBSM's request), and hold harmless BCBSM and its agents, officers, employees, directors, and subcontractors, against any loss, cost, suit, claim, damage, liability or expense, including reasonable attorneys' fees, arising (a) out of any audit, investigation, subpoena, investigative demand, action, proceeding, liability, judgment, settlement, or inquiry by HHS or any other government agency or entity or any other person or entity relating to Sponsor's application for participation in the Program; or (b) from any inaccurate or incomplete data provided to BCBSM, or any non-compliance with the Program's

requirements by Sponsor or any third party contracted by Sponsor in connection with the Program.

BCBSM agrees to indemnify, defend (at Sponsor's request), and hold harmless Sponsor and its agents, officers, employees, directors and subcontractors, against any loss, cost, suit, claim, damage, liability or expense, including reasonable attorneys' fees, arising from any alleged or actual non-compliance with the Program's requirements by BCBSM, but only to the extent that such non-compliance was willful or intentional or the result of gross negligence.

9. Limitation of liability

BCBSM shall not be liable to Sponsor if HHS terminates or denies Sponsor's Program application, and BCBSM shall not be liable to Sponsor for any amounts that are not paid or reimbursed by HHS under the Program or that HHS recoups or withholds for any reason. Any information provided by BCBSM should not be considered advice, legal or otherwise, regarding Sponsor's compliance with any or all Program Requirements, and BCBSM shall not be liable, in whole or in part, for Sponsor's reliance on such information. In all events, BCBSM's liability to Sponsor under this Agreement is limited to the amount of compensation paid by Sponsor for services BCBSM provides under this Agreement as set forth in Appendix A. Under no circumstances shall BCBSM be liable for indirect, consequential, special or punitive damages.

10. No guarantee of Program participation or reimbursement

BCBSM does not represent or guarantee that Sponsor is eligible to participate in the Program, that Sponsor's application for the Program will be accepted and Certified, that Sponsor will receive any funds in connection with the Program, or, if Sponsor does receive funds in connection with the Program, the amount of such funds.

11. Standard of care, cooperation, and regulatory changes

a. Standard of care. The parties recognize that because the Program is new, the Program Requirements and procedures are not fully defined and developed, and subsequent administrative guidance or requirements from HHS may materially alter the scope of services or manner in which the services contemplated by this Agreement are to be provided. In light of these factors, BCBSM will make a good faith effort to compile and provide complete and accurate information in accordance its best understanding and interpretation of the Program Requirements. BCBSM does not undertake to act, and shall not act, as a fiduciary under the Employee Retirement Income Security Act ("ERISA") or otherwise with respect to its actions under the Program. Any fiduciary obligations under ERISA or otherwise with respect to the Program shall be the duties of Sponsor.

In satisfying its obligations under this Agreement, BCBSM may utilize and/or obtain and/or provide data that is developed and maintained by third parties with which it contracts. By obtaining this data from a third-party source, BCBSM does not warrant or assume responsibility for the accuracy of such data. In addition, BCBSM may obtain or use data or information provided by Sponsor or third parties not contracted by BCBSM. BCBSM does not warrant and/or assume responsibility for the accuracy of any data provided by Sponsor or any third party not contracted by BCBSM.

The parties recognize that BCBSM's existing data sources, and those of its subcontractors, were not designed for purposes of the Program. Thus, BCBSM can not and does not guarantee the accuracy of such information and data.

b. Cooperation. The parties recognize that they must mutually cooperate to perform the services required under this Agreement, and that BCBSM shall not be responsible if it is unable to complete any tasks because Sponsor, or any third party contracted by Sponsor, fails to meet its obligations, including providing required data.

c. Regulatory changes. If either party believes that subsequent guidance or requirements from HHS have materially altered the scope of services or manner in which the services contemplated by this Agreement are to be provided, or that any provision of this Agreement is inconsistent with Program Requirements, that party shall promptly notify the other party in writing, and the parties shall negotiate to amend this Agreement.

12. Retention of records

BCBSM and Sponsor shall maintain all records required by 45 C.F.R § 149.350(b) for a period not less than six years after the expiration of the Employment-Based Plan's plan year in which Program-reimbursable costs were incurred (without regard to the date the Agreement terminates), or as otherwise required by law.

13. HIPAA compliance

Unless directed by HHS to provide the information directly to HHS in accordance with HHS' authority to administer the Program, BCBSM shall disclose to Sponsor, as required by 45 C.F.R Part 149.350(d), at a time and manner specified by HHS guidance, the information, data, documents, and records necessary for the Sponsor to comply with the requirements of the Program.

The parties acknowledge and agree that this Agreement involves the use and disclosure of HIPAA protected health information. The parties therefore agree that all uses and disclosures of HIPAA protected health information pursuant to this Agreement will be undertaken in compliance with all applicable HIPAA requirements. BCBSM shall disclose HIPAA protected health information to a third party only upon Sponsor's written certification that such disclosure is permitted under HIPAA. BCBSM and Sponsor agree that this Agreement satisfies the requirements of 45 C.F.R. § 149.35(b)(2).

BCBSM shall provide HIPAA protected health information directly to Sponsor or Sponsor's designee under Section 4 only if Sponsor certifies in writing that: (A) appropriate HIPAA business associate agreements are in effect between BCBSM, Sponsor, Sponsor's designee, and the Employment-Based Plan; (B) the plan documentation for the Employment-Based Plan permits such disclosure; and (C) the Sponsor has taken all other steps required by HIPAA in order to legally receive such protected health information.

14. Miscellaneous provisions

- a. Amendments. All amendments to this Agreement must be agreed to in writing by the parties.
- b. Assignment. This Agreement may not be assigned by either party to an unrelated third party without the prior written consent of the other party. Sponsor, not BCBSM, is responsible for giving advance notice of any change in ownership to HHS pursuant to 45 CFR § 149.700.
- c. Subcontracting. The parties acknowledge and agree that BCBSM may use subcontractors to perform some or all of the services described in Section 4.
- d. Entire agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement will be valid or binding.
- e. Governing law. The laws of the State of Minnesota will govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereunder, without giving effect to principles of conflicts of law.
- f. No third-party beneficiary. Nothing in this Agreement is intended to create, or will be deemed or construed to create, any rights or remedies in any third party including, without limitation, Sponsor's active and retired employees (and their dependents).
- g. Notice. Any notice required or desired to be given relating to this Agreement will be in writing and will be either hand delivered, or sent by U.S. mail, postage prepaid and return-receipt requested (receipt will be deemed to be five days after postmark by the U.S. Postal Service), or overnight courier addressed as follows:

BCBSM:
Kristi Bohn
3535 Blue Cross Road
Eagan, MN 55122

Sponsor: Roseau County

Notices given hereunder will be deemed given upon documented receipt. The addresses to which notices are to be sent may be changed by written notice given in accordance with this section.

- h. Severability. If any provision of this Agreement is rendered invalid or unenforceable by any local, state, or federal law, rule or regulation, or declared

null and void by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect.

- i. Status as independent entities. Nothing in this Agreement is intended to create, or will be deemed or construed to create, any relationship between BCBSM and Sponsor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither BCBSM nor Sponsor, nor any of their respective agents, employees, subcontractors or representatives will be construed to be the agent, employee, subcontractor or representative of the other.
- j. Appendices. Each Appendix to this Agreement is made a part of this Agreement as though set forth fully herein. Unless otherwise specifically set forth in an Appendix, any provision of this Agreement that is in conflict with any provision set forth in an Appendix will take precedence and supersede the conflicting provision of the Appendix with respect to the subject matter covered by that provision of this Agreement.
- k. Calculation of time. Unless otherwise specifically stated in this Agreement, the parties agree that for purposes of calculating time under this Agreement, any time period of less than 10 days will be deemed to refer to business days and any time period of 10 days or more will be deemed to refer to calendar days.
- l. Force majeure. Neither BCBSM nor Sponsor will be liable for its failure to perform any obligation under this Agreement because of contingencies beyond its reasonable control, including but not limited to strikes (other than strikes within such party's own labor force), riots, war, fire, acts of God, disruption or failure of electronic or mechanical equipment or communication lines, telephone or other interconnections, unauthorized access, theft, or acts in compliance with any law or government regulation. If a party's failure to perform continues for more than 20 business days, the other party will have the right to terminate this Agreement immediately.
- m. Headings. The headings in this Agreement have been included solely for reference and are to have no force or effect in interpreting its provisions.
- n. Counterparts. This Agreement may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together, will be one and the same agreement.
- o. Dispute resolution. BCBSM and Sponsor agree to resolve any controversy or dispute that may arise out of or relate to this Agreement, or the breach thereof, whether involving a claim in tort, contract, or otherwise, pursuant to the dispute resolution provisions contractually in place between the parties.
- p. Survival. The provisions of Sections (Term and termination, Indemnification, Limitation of liability, Retention of records, HIPAA compliance, and

Miscellaneous provisions) will survive the expiration or termination of the Agreement for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement.

[BCBSM]

[SPONSOR]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ITEM # Auditor Appt

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Hoscheid, John	*Department Auditor	*Board Meeting Date Jul 6 2010
--	-------------------------------	--

***Subject Title (As it will appear on the agenda):**
Budget Planning - Auditor John Hoscheid, Deputy Auditor John Huss

***Background (Provide sufficient detail of the subject):**
Auditor John Hoscheid and Deputy Auditor John Huss will meet with the Board to discuss the 2011 budget planning procedure and timeline. Auditor Hoscheid will also request that the Board set a time and date for the primary election canvassing board. A tentative date and time is Friday August 13th at 2:00 pm. Two commissioners will need to be appointed to serve on the primary election canvassing board. Commissioners Walker and Johnston are not eligible as they are both on the primary ballot.

***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						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

ITEM # RCPC
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 6 2010
--	-----------------------------------	--

***Subject Title (As it will appear on the agenda):**
 Roseau County Prevention Coalition

***Background (Provide sufficient detail of the subject):**
 Prevention Coalition Coordinator Brenda Arntzen and Coalition Director Tammie Doebler will meet with the Board to review the Coalitions year end report and request your approval of this report and their 4th quarter financial statement. The report and FSR will be available for your review at the 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						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

INFORMATION ONLY

Minnesota Department of Natural Resources
500 Lafayette Road • St. Paul, MN • 55155



RECEIVED
JUL 01 2010

Date: June 23, 2010

To: Interested citizens and stakeholders

RE: Approval of the 3-Year Extension: Agassiz Lowlands Subsection Forest Resource Management Plan (AL SFRMP)

On June 11, 2010 Department of Natural Resources adopted the Department's 3-Year Extension of the AL SFRMP (Extension). The Extension is a continuation of the Agassiz Lowlands 7-year SFRMP which ends in 2010. The Extension directs vegetative management on DNR Forestry and Wildlife administered lands in the Agassiz Lowlands subsection for fiscal years 2011, 2012 and 2013. The original 7-year plan together with the Extension identify long-term goals and strategies to implement vegetation management on approximately 785,000 acres of state forest timberlands (lands capable of producing timber) administered by the DNR Divisions of Forestry and Section of Wildlife. This ecological subsection covers all or parts of five northern Minnesota counties including Beltrami, Clearwater, Koochiching, Lake of the Woods and Roseau.

Following review and consideration of comments received during the public review of the draft Extension document, the Department made appropriate revisions and adopted the final Extension document. The Department thanks all individuals who took the time to review the draft Extension document and submit comments. Those comments were important to identifying needed clarifications and revisions to the Extension, and will also be important considerations in developing the full revision of the AL SFRMP (beginning late in 2011). Comments received and the Department's responses to the comments are included as Appendix F to the final Extension document.

The original 7-Year AL SFRMP and the Extension were developed by an interdisciplinary DNR planning team from the Divisions of Forestry, Fish and Wildlife, and Ecological Resources and include:

1. Long-term strategic goals, strategies, and desired future forest conditions (DFFCs);
2. Cover type management recommendations that provide suggestions to DNR field staff concerning specific vegetation management techniques; and,
3. A list of stands to be field examined and potentially treated over the next three years, consistent with the strategies, DFFCs and cover type management recommendations identified in the original 7-Year AL SFRMP.

The Extension document and the original 7-year AL SFRMP are available for viewing or downloading at:

<http://www.dnr.state.mn.us/forestry/subsection/agassiz/index.html>

Questions or requests for a paper copy (125 pages) or CD of the Extension document may be submitted via email to robert.pulford@state.mn.us; mail to Robert Pulford, DNR-Division of Forestry, 1601 Minnesota Drive, Brainerd, MN 56401; or call 218-833-8704.

www.mndnr.gov

AN EQUAL OPPORTUNITY EMPLOYER

PRINTED ON RECYCLED PAPER CONTAINING A MINIMUM OF 10% POST-CONSUMER WASTE