
March 27, 2012

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on March 27, 2012 at 8:30 a.m. 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
3. Comments and Announcements
4. Approve Bills
 - Forthwith Payments for Emergency Management

8:40 Delegations/Board Appointments/Public Comments*

- 8:45 Ehlers and Associates – Jail Bond Refinancing

9:00 Consent Agenda

1. March 13, 2012 Proceedings
2. Northstar ATV Club OHV FY2012 Grant Agreement
3. Minnesota Lawful Gambling Permit
4. Social Service Supervisor Hire
5. Advertise for Social Worker Hire
6. Resignation of Eligibility Worker
7. 2012 Boat and Water Safety Grant

9:20 Public Hearing – Small Cities Block Grant

9:25 County Committee Reports

Roseau County Extension Committee

1. Member Term Limits

9:30 Department Reports

Environmental Office

1. Soil Verification Contract
2. MPCA Feedlot Permit Expansion

Assessor's Office

1. Board of Appeal and Equalization Date

Highway Department

1. Resolution for Bridge Bond Funding for SAP 68-598-34
2. Resolution for Bridge Bond Funding for SAP 68-598-33
3. Motor Grader Purchase
4. Snow Plow Truck Purchase

10:00 BREAK

10:15 County Board Items

1. County Fair Booth
2. Commissioner Committee Reports

11:00 Unfinished Business

11:00 Adjourn

***Limited to five minutes**

County Coordinator's Office e-mail address: annmarie.miller@co.roseau.mn.us, Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

ITEM # 8:40 Appt

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Miller, Ann Marie ▼	Administrative Assistant ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
Ehlers and Associates - Jail Bond Refinancing

***Background (Provide sufficient detail of the subject):**
Carolyn Drude, Ehlers and Associates, will meet with the Board to discuss Jail Bond refinancing options.

***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	
Phillipe							
Foldesi						Failed	
Falk							
Walker						Tabled	

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Consent 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Miller, Ann Marie ▼	Administrative Assistant ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

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

***Background (Provide sufficient detail of the subject):**
 Proceedings from the March 13, 2012 Board Meeting are being submitted for Board review and 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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

March 13, 2012

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, on Tuesday, March 13, 2012.

CALL TO ORDER – ROLL CALL – ESTABLISHMENT OF A QUORUM

The meeting was called to order at 9:00 a.m. by Board Chair Russell Walker. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, Mark Foldesi, Jack Swanson and Russell Walker.

APPROVAL OF AGENDA

Approval of an extension to the State of Minnesota MotoBridge Grant and approval of a Juneberry Land Lease with Minnesota Department of Transportation were added to the Consent Agenda. Approval of a squad car purchase for the Sheriff's Department was added to Department Reports. A motion to approve the revised agenda was made by Commissioner Foldesi, seconded by Commissioner Falk and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

There were no Comments or Announcements.

APPROVE BILLS

A motion was made by Commissioner Swanson, seconded by Commissioner Phillippe and carried unanimously to approve the payment of the following bills:

Warrants Approved For Payment 3/01/2012

Vendor Name	Amount
CITY OF ROSEAU	2,344.00
DAVIDSON READY MIX & CONSTRUCTION INC	16,319.21
NW MN SERV COOP-BLUE CROSS BLUE SHIELD	65,775.00
ROSEAU CO TRAILBLAZERS	30,452.10
ROSEAU CO TREASURER	40,238.40
SCHOOL DIST 2683	26,825.60

11 Payments less than \$2,000 \$9,493.74

Final Total: \$191,448.05

Warrants Approved For Payment 3/08/2012

Vendor Name	Amount
CENTURYLINK	3,005.11
JOHNSON/LAURE A	3,526.88
ROSEAU CITY	9,063.12
SATHER LAW OFFICE	3,079.30
SELECT ACCOUNT-VEBA	9,187.29
WARROAD AMBULANCE & RESCUE SQUAD	25,000.00

14 Payments less than \$2,000 \$10,032.37

Final Total: \$62,894.07

Warrants Approved On 3/13/2012 For Payment 3/16/2012

Vendor Name	Amount
AVIANDS LLC	6,685.79
FARMERS UNION OIL CO-WARROAD	4,075.73

HOUSTON ENGINEERING	4,427.80
JOHNSON OIL CO INC	7,335.90
M & R SIGN CO INC	5,517.18
MAR-KIT LANDFILL	27,729.60
MARCO INC	9,656.84
MN DEPT OF CORRECTIONS	18,466.25
MSOP-MN SEX OFFENDER PROGRAM-D 462	3,930.80
NORTH AMERICAN SALT COMPANY	8,566.92
NORTHLAND TIRE	7,948.79
ROSEAU CO COOP ASSN	6,161.00
ROSEAU CO HWY DEPT	2,795.88
SJOBERG'S INC	2,718.20
UND FORENSIC PATHOLOGY	2,000.00
ZIEGLER INC	7,972.86

68 Payments less than \$2,000 \$23,794.60

Final Total: \$149,784.14

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS

Roseau County Fair Board Secretary Buddy Erickson met with the Board to provide an overview of the 2011 County Fair and also outlined plans for the 2012 County Fair noting planned maintenance and improvement projects for the fairgrounds. Mr. Erickson thanked the Board for their continued support.

Roseau County Trailblazer representatives Rich Gross and Buck Bue met with the Board seeking approval to submit a Capital Improvement Project Application to assist the club in financing bridge replacement costs. A motion to authorize Chair Walker to sign the Minnesota Snowmobile Trail Assistance Program Capital Improvement Project Application was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

The Trailblazers also requested approval of the 3rd Benchmark on the Roseau Trailblazers/BISF#1 Trail. A motion to approve the Snowmobile Trails Assistance Program Maintenance and Grooming 3rd Benchmark was made by Commissioner Phillipe, seconded by Commissioner Foldesi and carried unanimously.

The Board heard a citizen comment by Mr. Jim Jenson with regard to re-routing of traffic on County State Aid Highway 3 during the upcoming MnDOT Highway 11 project.

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Swanson, seconded by Commissioner Phillipe and carried unanimously. The Board, by adoption of its Consent Agenda approved the February 28, 2012 Proceedings; approved a benefit payout to Social Service Supervisor Pat Roth; removed the Juneberry Lease item to County Board items for further discussion and approved the extension to the State of Minnesota MotoBridge Grant.

DEPARTMENT REPORTS

County Attorney's Office

County Attorney Karen Foss presented the following policies to the Board for their approval: Policy on Access to Government Data and Fee Schedule for Data Requests; Violence, Threat of Violence and Harassment Policy; and, a Citizen Complaint/Grievance Policy. A full description of these policies is available in the Coordinator's Office. A motion

to adopt the above mentioned policies was made by Commissioner Falk, seconded by Commissioner Foldesi and carried unanimously.

Social Services

Social Services Director Dave Anderson notified the Board of a retirement of an Eligibility Worker within his department and is requesting Board approval to advertise for a replacement for this position. A motion to approve advertising for a Social Services Eligibility Worker was made by Commissioner Swanson, seconded by Commissioner Phillipe and carried unanimously.

County Auditor

County Auditor Martha Monsrud met with the Board to discuss options related to the proposed re-establishment of Commissioner Districts. Commissioner District boundaries are examined each time a Federal Census is conducted. The County Board has the final authority to either change boundaries or leave them as is. After the completion of the 2010 Census, very slight population changes were indicated in Districts 1 and 5. After further discussion the Board agreed to keep the current Commissioner District boundaries pending a required public hearing. A motion was made by Commissioner Foldesi, seconded by Commissioner Falk and carried unanimously to adopt the following resolution:

2012-03-02

WHEREAS, Minnesota Statutes Chapter 375 establishes the procedure and requires a process for redistricting County Commissioner districts based on population figures from the Federal Census; and

WHEREAS, Minnesota Statute section 204B.135, subd. 2 required that County Commissioner Districts be redistricted within 80 days of when the legislature has been redistricted or at least 15 weeks before the state primary election, whichever comes first; and

WHEREAS, pursuant to these statutes the 2010 Federal Census population figures shall be used to redistrict the Roseau County Commissioner Districts by May 1, 2012, and that Commissioner Districts shall be bounded by town, municipal, ward, city district, or precinct lines; and,

WHEREAS, the Roseau County Board of Commissioners has considered the possibility or potential for maximizing minority representation on the board of commissioners; and,

WHEREAS, Roseau County published a three week notice in the newspaper having the contract for publishing the commissioner's proceedings for the county for 2012; and,

WHEREAS, Roseau County will conduct a public hearing on redistricting on April 10, 2012 at 8:45 am;

NOW, THEREFORE BE IT RESOLVED that the Roseau County Board of Commissioners hereby propose that the Commissioner District lines be reestablished and establish the terms of each commission as described below:

Commissioner District No. 1 shall consist of the City of Warroad and the Township of Lake, for a total population of 3,871 as determined by the Year 2010 Census. 4-year term, 2010 Election.)

Commissioner District No. 2 shall consist of the City of Roseau and the Township of Jadis, for a total population of 3,201 as determined by the Year 2010 Census. (4-year term, 2012 Election.)

Commissioner District No. 3 shall consist of the Townships of Dieter, Enstrom, Grimstad, Malung, Palmville, Ross, Spruce, Stafford, Stokes, and Unorganized Townships 164N. Rg. 40W., 163N. Rg. 40W, 164N. Rg. 39W. and 163N. Rg. 39W. (*Spruce Valley*), 164N. Rg. 38W. and 163N. Rg. 38W. (*Norland*), and 164N, Rg. 41W for a total population of 2,866 as determined by the Year 2010 Census. (4-year term, 2010 Election)

Commissioner District No. 4 shall consist of the City of Roosevelt, and the Townships of Beaver, Cedarbend, Falun, Golden Valley, Laona, Mickinock, Moranville, Reine, and Unorganized Townships 161N. Rg. 37W. (*America*), 161N. Rg. 36W. (*Clear River*), 161N. Rg. 35W. (*Oaks*), 160N. Rg. 37W., and 159N. Rg. 37W. (*Elkwood*), for a total population of 2,723 as determined by the Year 2010 Census. (4-year term, 2012 Election)

Commissioner District No. 5 shall consist of the Cities of Badger, Greenbush, and Strathcona, and the Townships of Barnett, Barto, Deer, Dewey, Hereim, Huss, Lind, Moose, Nereson, Pohlitz, Polonia, Poplar Grove, Skagen, Soler, and Unorganized Townships 164N. Rg. 44W. and 163N. Rg. 44W. (*Blooming Valley*), 164N. Rg. 43W., 163N. Rg. 43W. 162N. Rg. 44W. (*Juneberry*), and 164N. Rg. 42W for a total population of 2,723 as determined by the Year 2010 Census. (4-year term, 2010 Election.)

Auditor Monsrud presented the Board with a request from Northwest Community Action seeking approval of a resolution in support of continuing the US Department of Energy's Weatherization Program. A motion was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously to adopt the following resolution:

2012-03-01

Whereas, Minnesota is one of the coldest states in the United States (ranking 47th in average annual temperature); and

Whereas, the weatherization of homes is critical to the reduction of energy usage and the introduction of green-house gases into the atmosphere; and

Whereas, the State of Minnesota's DOE Weatherization Program has been very high performing and has met or exceeded all program requirements established by DOE Program under the American Recovery and Reinvestment Act of 2009 (ARRA) including completion of the program ahead of schedule; and

Whereas, energy related costs (electricity, fuel oil and liquid propane) have increased dramatically over the past few years; and

Whereas, dwellings which have been weatherized under the DOE program in Minnesota have realized a 23% reduction in energy usage; and

Whereas, the DOE Weatherization Program has been the second greatest creator of jobs under the American Recovery and Reinvestment Act of 2009 (ARRA); and

Whereas, the primary beneficiaries of the Weatherization Program have been low-income households who can least afford higher energy costs and are unable to afford making the necessary weatherization improvements.

Now Therefore Be It Resolved that the Roseau County Board of Commissioners go on record as strongly opposing the U.S. Department of Energy's (DOE) decision to provide no funding to the State of Minnesota in FY 2012;

Be It Further Resolved that the Roseau County Board of Commissioners request that DOE reconsider this decision and take the necessary steps to re-establish adequate funding to the State of Minnesota;

Be It Further Resolved that a copy of this resolution be immediately forwarded to the State of Minnesota's Congressional delegation with a request that they intervene on behalf of the State to help assure that weatherization funding is re-established in Minnesota for FY 2012.

Auditor Monsrud requested the Board approve a liquor license application for the Warroad Area Golf Association. A motion was made by Commissioner Falk, seconded by Commissioner Phillippe and carried unanimously to adopt the following resolution:

2012-03-03

BE IT RESOLVED that the Roseau County Board of Commissioners hereby grant a liquor license to:

Warroad Area Golf Association, Inc. an On-Sale Intoxicating Liquor License, and Sunday Liquor License.

BE IT FURTHER RESOLVED that said licenses are effective March 13, 2012, through January 31, 2013, and recommends that said licenses be approved by the Lake Township Board and Alcohol and Gambling Enforcement Director as applicable.

Sheriff's Department

Roseau County Captain Tobi Eidsmoe met with the Board to request approval to purchase a new squad car for the Sheriff's Department. A motion to approve the purchase of a 2009 Crown Victoria in the amount of \$9,500.00 was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

COUNTY BOARD ITEMS

The Board consulted with Engineer Ketring in regard to the Land Lease in Juneberry Township for a MnDOT tower. Ketring stated that he had no objections to the lease. A motion to approve the State of Minnesota Department of Transportation Land Lease No. 97855 in Juneberry Township was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

The Board discussed moving forward with a Board/Department Head Retreat to be facilitated by Toni Smith of the Association of Minnesota Counties. A motion to approve

holding a Board/Department Head Retreat in Roseau, was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

The Board discussed a proposed resolution in support of Small Logging Operations submitted for approval by the Northern Counties Land Use Coordinating Board. There was no action was taken.

The Board discussed funding options for the Roseau County Teen Journey Program. Current funding for this program will conclude in September, 2012. Marc Bloomquist, Minnesota Department of Corrections, is exploring grant funds that may be available through the DOC. This matter was be tabled until a later date.

Carolyn Drude of Ehler's and Associates met with Interim Coordinator Jeff Pelowski, Auditor Martha Monsrud and Treasurer Diane Gregerson regarding refinancing options available for the County's Jail Bonds. The Board agreed to invite Ms. Drude to the March 27, 2012 Board meeting for further discussion.

Commissioner Phillipe requested the Board consider supporting a Minnesota Rural Counties Caucus request for support of legislative action eliminating the 25% local match and \$500,000 per project cap requirements pertaining to park and trail legacy projects. It is understood that these requirements only exist for non-metro counties. A motion to approve MRCC's request for legislative action was made by Commissioner Phillipe, seconded by Commissioner Swanson and carried unanimously.

COMMITTEE REPORTS

Commissioner Falk reported on the following committee meeting(s): Roseau River Watershed District, 2/29/12; Transportation Alliance, 3/5/12; Sheriff's Committee, 3/6/12; Courthouse Department Head meeting, 3/6/12; Operations Committee, 3/7/12; DNR Land Asset Pilot Project, 3/8/12.

Commissioner Foldesi had no meetings to report.

Commissioner Phillipe reported on the following committee meeting(s): Land of the Dancing Sky Area Agency on Aging, 2/1/12; Sheriff's Committee, 2/7/12; Courthouse Department Head Meeting, 2/7/12; DNR Land Asset Pilot Project, 2/9/12; Legacy Workshop, 2/9/12; Warroad City Council 2/13/12; Warroad School Board, 2/13/12; Warroad Parks and Rec, 2/13/12; Roseau County Board, 2/14/12; Highway Committee, 2/14/12; Roseau County Committee on Aging, 2/14/12; Social Services Board, 2/21/12; DNR Land Asset Pilot Project, 2/21/12; Legacy/DNR Parks and Trails Advisory Committee, 2/27/12; Warroad Watershed District, 2/29/12; One Woman 2012, 3/4/12; Sheriff's Committee, 3/6/12; Courthouse Department Head Meeting, 3/6/12; Operations Committee, 3/7/12; Warroad City Council, 3/12/12; Warroad School Board, 3/12/12.

Commissioner Swanson reported on the following committee meeting(s): Roseau County Township Officers Annual Meeting, 2/28/12; Roseau Economic Development Authority, 2/29/12; Collaborative Governance Council, 2/29/12; Northern Counties Land Use Coordinating Board, 3/1/12; Roseau Convention and Visitors Bureau, 3/5/12; Roseau City Council, 3/5/12; Sheriff's Committee, 3/6/12; Courthouse Department Head Meeting, 3/7/12; Operations Committee, 3/7/12; Community Justice Coordinating Committee, 3/7/12; Land Asset Pilot Project, 3/8/12.

Commissioner Walker reported on the following committee meeting(s): Sheriff Committee, 3/6/12; Courthouse Department Head Meeting, 3/6/12; Operations Committee, 3/7/12; DNR Land Asset Pilot Project, 3/8/12, Lake of the Woods Watershed Meeting, 3/9/12.

Upon motion carried, the Board adjourned the regular meeting at 12:15 p.m. The next regular meeting of the Board is scheduled for March 27, 2012 at 8:30 a.m.

Attest:

Date: _____

Jeff Pelowski, Interim County Coordinator
Roseau County, Minnesota

Russell Walker, Chair
Board of County Commissioners
Roseau County, Minnesota

DRAFT

ITEM # Consent 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Miller, Ann Marie ▼	Administrative Assistant ▼	Mar ▼	27 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Northstar ATV Club OHV FY2012 Grant Agreement

***Background (Provide sufficient detail of the subject):**
 The MN DNR is requesting the Board approval of the FY2012 OHV Grant Agreement, in the amount of \$8,000.00, between the State of Minnesota and the Bemis Hill ATV Trail.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

**STATE OF MINNESOTA
ENCUMBRANCE WORKSHEET**

OHV Grant-In-Aid

**X All Terrain Vehicle Fund
Off - Highway Motorcycle Fund
Off-Road Vehicle Fund**

State Accounting Information:

SWIFT PO No. 15020

Contract # 43052

Agency: R2901	Fiscal Year: FY12	Vendor Number: 0000197344
Total Amount of Contract: \$8000.00	Amount of contract first FY:	Amount of contract second FY:
UNSPSC/Category: 84101501	UNSPSC/Category:	UNSPSC/Category:
Account Code: 441302	Account Code:	Account Code:
Amount: \$8000.00	Amount:	Amount:
Accounting Chartfield 1:	Accounting Chartfield 2:	Accounting Chartfield 3:
Fund: 2102 ✓	Fund:	Fund:
ApprID: R294004 4402 ✓	ApprID:	ApprID:
FinDeptID: R2934152	FinDeptID:	FinDeptID:
Agency Cost 1: 29852	Agency Cost 1:	Agency Cost 1:
Agency Cost 2:	Agency Cost 2:	Agency Cost 2:
Amount \$8000.00	Bill to: R294100086	Amount:

Contract Purpose: FY 2012 OHV GIA Maintenance and Grooming Grant

Contract Start Date: 03/19/12 Expiration Date: 06/30/2013

Trail/Club Name: Bemis Hill ATV/OHM Trails BISF- Northstar ATV Club

Sponsor Name and Address: Roseau County
Mark Foldesi, Board Chair
606 5th Avenue SW, Room 131
Roseau, MN 56751

Submitted by: Allen Lego, Area Supervisor

Phone: 218-681-0889



**OFF-HIGHWAY VEHICLE TRAIL ASSISTANCE PROGRAM [grant-in-aid]
FY 2012 OHV GRANT CONTRACT AGREEMENT**

Local Government Unit(Sponsor) ROSEAU COUNTY	Trail/Club Name BEMIS HILL ATV/OHM TRAILS:BISF NORTHSTAR ATV CLUB	Grant Amount \$8000.00
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THIS AGREEMENT, is made between the STATE OF MINNESOTA, acting through the Commissioner of Natural Resources, hereinafter referred to as the "State", and the sponsoring Local Government Unit specified above, hereinafter referred to as the "Sponsor", and relates to the establishment of proposed trails specified above.

WHEREAS, the Sponsor desires to establish, construct and rehabilitate public trails; and

WHEREAS, the Minnesota Trails Assistance Program provides grants to Sponsors for the construction of recreational trails pursuant to Minnesota Statutes, Chapter 84.794, 84.803 and 84.927; and under Minn. Stat. Ch. 84.026, subd.2 the State is empowered to enter into this grant.

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

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

A. TRAIL OBLIGATION OF THE SPONSOR.

The Sponsor agrees to construct, operate and maintain the proposed trails in accordance with the guidelines contained within the current **Minnesota Off-Highway Vehicle Trails Assistance Program Manual**, hereinafter referred to as the "Manual" as accepted or amended by the State. All work will be the responsibility of the Sponsor, Sponsor's employees, or the Sponsor's agent.

The Sponsor shall:

- A. 1. Acquire interest in lands on trail for public use.** Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than three (3) months between April 1 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing and improvements in accordance with Minnesota Statutes Ch. 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
 - (a) A person having personal knowledge of ownership shall sign an affidavit that the person whose name appears on the document of conveyance, lease, or permit is the owner or possessor.
 - (b) Any instrument of conveyance or permit with a consideration exceeding \$500.00 shall be accompanied by an Attorney's Certificate of Title.
- A. 2. Provide trail for public use.** Construct the trails and provide adequate maintenance which shall include keeping the trails reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance as may be required. The Sponsor and not the State is responsible for maintaining signs and all trails. If the Sponsor fails to expedite establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold future payments to the Sponsor and/or terminate this agreement.

B. TECHNICAL ASSISTANCE.

The State shall give technical assistance to the Sponsor in establishing trails upon request.

C. FUNDING.

The state's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints the grant amount may be reduced or canceled by the State.

D. REIMBURSEMENT.

The State agrees to reimburse the Sponsor up to sixty-five percent (65%) of the cost of trail acquisition, development, and administration except trail maintenance and liability insurance which shall be reimbursed at the rate of up to ninety percent (90%) for all eligible costs per fund. All costs shall be in accordance with the allowable charges and costs listed in the Manual. This grant shall not exceed the State Cost as specified above.

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

E. PAYMENT.

The Sponsor must submit a request for reimbursement and attach worksheets furnished by the State for all costs incurred in acquiring, and developing the trail, all in accordance with the Manual. Additionally, the Sponsor must submit original receipts of actual purchases exceeding \$100.00.

E. 1. First Payment: Upon receipt of the request for reimbursement evidencing acceptable trail costs of \$500.00 or more for acquisition development, or maintenance, the State agrees to reimburse the Sponsor for approved costs in accordance with the Manual. The State shall not be required to pay for any services provided by the Sponsor which the State determines to be unsatisfactory as determined by the State's authorized representative.

E. 2. Subsequent Payments: Each thirty (30) successive days after the first payment, the Sponsor may submit invoices evidencing trail costs. Payments shall be made to the extent of authorized reimbursement, or until this agreement is terminated.

E. 3. Trail Segments: It is understood that if the trail system is developed in segments, the Sponsor may submit requests for reimbursement as soon as continuous and workable segments are completed.

F. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

F.1. Government Data Practices. The Sponsor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of Minn. Stat. Ch. 13.08 apply to the release of the data referred to in this clause by either the Sponsor or the State.

F. 2. Request to Release Data. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released.

G. STATE AUDITS.

Under Minn. Stat. Ch.16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The State, its representative or the legislative auditor shall have the right to examine this evidence and the Sponsor shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this grant.

H. WORKERS COMPENSATION.

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

I. LIABILITY.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. Ch. 3.736 and other applicable law. The Sponsor's liability shall be governed by the provisions of Minnesota political Subdivisions Tort Liability, Minn. Stat. Ch. 466.02 and other applicable law.

J. TERM.

J. 1. *Effective date:* (INSERT DATE HERE, usually the date the contract was written), or the date the State obtains all required signatures under Minn. Stat. Ch. 16C.05, subdivision 2, whichever is later. **The Sponsor must not begin work under this grant contract until this contract is fully executed and the Sponsor has been notified by the State's Authorized Representative to begin the work.**

J. 2. *Expiration date:* June 30, 2013, or until all obligations have been satisfactorily fulfilled, whichever is sooner. [This expiration date includes the certification period as authorized in Minn. Stat. Ch. 16A.28, subd. 6.]

Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: A. I. Fee acquisition interest in lands on trail for public use. I. Liability; G. State Audits; F. Government Data Practices; L. Publicity and Endorsement; P. Governing Law, Jurisdiction, and Venue; and O. Data Disclosure.

K. TERMINATION.

This Agreement may be terminated by the State in the event of a default by the Sponsor; the legislature appropriates insufficient monies for the program, or the abandonment of the Trail. The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Sponsor. Upon termination, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. It may also be terminated upon mutual agreement by the State and the Sponsor.

L. PUBLICITY AND ENDORSEMENT.

L. 1. *Publicity:* Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

L. 2. *Endorsement:* The Sponsor must not claim that the State endorses its products or services.

M. ASSIGNMENT, AMENDMENTS, WAIVER, AND GRANT AGREEMENT COMPLETE

M.1 *Assignment.* The Sponsor may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

M.2 *Amendments.* Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

M.3 *Waiver.* If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

M.4 *Grant Agreement Complete.* This grant agreement contains all negotiations and agreements between the State and the Sponsor. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

N. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

N.1 *Debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded.* The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

N.2 *Explanation.* Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

O. DATA DISCLOSURE.

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

P. GOVERNING LAW, JURISDICTION, AND VENUE.

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

Q. ACCESSIBILITY.

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

R. MONITORING

The State's authorized representatives will conduct at least one monitoring visit per grant period. This visit may be in person or by telephone.

S. AUTHORIZED REPRESENTATIVE.

S. 1. The *State's Authorized Representative* is Allen Lego, Area Supervisor, 246 125th Avenue NE, Thief River Falls, MN 218-681-0889, or his/her successor, and has the responsibility to monitor the Sponsors performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

S. 2. The *Sponsor's Authorized Representative* is Mark Foldesi, Board Chair, Roseau County, 606 5th Ave SW, Room 131, Roseau, MN 56751, 218—689-1000. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

The authorized representative of the Sponsor is prohibited from being an officer or bookkeeper/accountant of the club or organization receiving this grant on behalf of the State.

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

SPONSOR (LOCAL GOVERNMENT UNIT)

(County) (City) (Village) (Town)		
Roseau County		
Authorized Representative Signature	Title	Date
Authorized Representative Signature	Title	Date

STATE (DEPARTMENT OF NATURAL RESOURCES)

Individual certifies that funds have been encumbered as required by M.S. § 16A.15 and 16C.05. 	State Encumbrance Verification CFMS #: 43052	Date 3/12/12
Signature (Recommend for Approval)	Parks & Trails Regional	Date
Authorized Signature	Parks & Trails Division	Date



ITEM # Consent 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Miller, Ann Marie ▼	Administrative Assistant ▼	Mar ▼	27 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Minnesota Lawful Gambling Permit

***Background (Provide sufficient detail of the subject):**
 The Lake of the Woods Chapter of the Ruffed Grouse Society is requesting approval of a MN Lawful Gambling Permit for a raffle at its annual Springsteel Resort event.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

Minnesota Lawful Gambling
LG220 Application for Exempt Permit

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

Application fee	
If application postmarked or received:	
less than 30 days before the event	more than 30 days before the event
\$100	\$50

ORGANIZATION INFORMATION

Check # _____ \$ _____

Organization name Previous gambling permit number
Lake of the Woods Chapter of the Ruffed Grouse Society *X-34226*

Type of nonprofit organization. Check one.
 Fraternal Religious Veterans Other nonprofit organization

Mailing address City State Zip Code County
310 Main Ave NE Warroad MN 56763 Roseau

Name of chief executive officer (CEO) Daytime phone number Email address
Chuck Lindner *218-386-1246x222* *clindner@wittel.com*

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

Springsteel Resort
 Address (do not use PO box) City Zip Code County
38004 Beach St Lake Twp, MN 56763 Roseau

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

May 11th 2012

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

Bingo* Raffles Paddlewheels* Pull-Tabs* Tipboards*

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

Also complete
 Page 2 of this form.

Print Form

Reset Form

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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT X

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

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

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

Signature of city official receiving application _____

Title _____ Date ____/____/____

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

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

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

Title _____ Date ____/____/____

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

Print township name _____

Signature of township official acknowledging application _____

Title _____ Date ____/____/____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

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

Chief executive officer's signature [Signature] Date _____

Complete a separate application for each gambling activity:

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

Send application with:

- a copy of your proof of nonprofit status, and
- application fee for each event.

Make check payable to "State of Minnesota."

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

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.

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

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

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

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

ITEM # Consent 4
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Anderson, Dave ▼	Social Services Director ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Social Service Supervisor Hire

***Background (Provide sufficient detail of the subject):**
 Interviews for the Social Service Supervisor position were held on Monday, March 19th. Three candidates were interviewed. Dave Anderson is requesting the Board approve the hire of Karla Langaas at a Grade 10, Step B effective April 2, 2012.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Consent 5
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Anderson, Dave ▼	Social Services Director ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

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

Social Worker Hire

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

Karla Langaas has accepted the position of Social Service Supervisor which will then leave a vacancy for a Social Worker. Dave Anderson is requesting Board approval to advertise for this position.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Consent 6
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Anderson, Dave ▼	Social Services Director ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Resignation of Eligibility Worker

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

Dave Anderson is requesting the Board accept the resignation of Eligibility Worker Mary Halvorson effective April 6, 2012.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Consent 7
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Gust, Steve ▼	Sheriff ▼	Apr ▼, 10 ▼, 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 2012 Boat and Water Safety Grant approval

***Background (Provide sufficient detail of the subject):**
 Need approval of 2012 Boat and Water Safety Grant in amount of \$2181.00. This is for period January 1, 2012 to June 30, 2013.

***Financial Consideration:**
 2012 Grant amount is \$2,181.00.

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**
 copy of previous resolution included with 3 copies of contract to be signed.

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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

**2012 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

Contract #: **42606**

Receipt ID:

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2012	Vendor Number 0000197344 L3		
Total Amount \$2,181		Project ID R29G80110127	Billing Location A50	DUNS 051818920	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Approp. ID R297400	Category 84101501	Account 441302	Activity A800002 - Enforcement
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P.O. # 3000014693	Grant Begin Date January 1, 2012	Grant End Date June 30, 2013
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Grantee Name and Address:

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

**2012 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

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

Recitals

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

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2012. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2012 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** As allowed under Minnesota Statute § 16A.28, Subdivision 6, the expiration date of the grant is certified through June 30, 2013 (one year beyond the fiscal year in which the funds were originally appropriated), or until all obligations have been satisfactorily fulfilled, whichever occurs first. Reimbursement requests for 2012 funds must also be received no later than that date, unless an extension is approved in writing by the State.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

3 Time

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

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:
 - (1) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the Grant up to Two thousand one hundred eighty-one dollars (\$2,181).
 - (2) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Two thousand one hundred eighty-one dollars (\$2,181).
- 4.2 **Payment**
 - (1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract.
 - (2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA CFDA number _____ of the _____ Act of _____. The grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 **Conditions of Payment**

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

6 **Authorized Representative**

The State's Authorized Representative is Kim A. Elverum, Assistant Administrator, Office of Communication and Outreach, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4046, (651) 259-5343, kim.elverum@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the County Sheriff or designee. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

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

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **State Audits**

Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 **Government Data Practices and Intellectual Property**

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

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 **Workers' Compensation**

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

12 **Publicity and Endorsement**

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State. The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant agreement if:

(a) Funding for Agreement No. NA is withdrawn by the NA;

(b) It does not obtain funding from the Minnesota Legislature,

(c) Or, if funding cannot be continued at a level sufficient to allow for the payment of services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Bileen C Marchetto

Date: 03/05/2012

SWIFT Contract/PO No(s) 42606 / 3000014693

2. GRANTEE:

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairman of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(with delegated authority)

Title: Assistant Administrator, Bureau of OCO

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Dept. & Co. Board)
- 3. State's Authorized Representative - Photo Copy

ITEM # Public Hearing
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
John Wynne ▼	Wynne Consulting ▼	Mar ▼	27 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Public Hearing - Small Cities Block Grant

***Background (Provide sufficient detail of the subject):**
 John Wynne of Wynne Consulting will be in to assist Roseau County in holding a public hearing to obtain public input into the preparation and submission of an application for small cities community development funding through the Minnesota Department of Employment and Economic Development.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Comm Rep 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Monsrud, Martie ▼	Auditor ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Extension Committee Terms

***Background (Provide sufficient detail of the subject):**
 A recommendation from the Extension Committee is to extend the terms of the committee members to 3-3 year terms instead of 2-3 year terms.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Env Off 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Pelowski, Jeff	*Department Environmental Services	*Board Meeting Date Mar 27 2012
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***Subject Title (As it will appear on the agenda):**
 Soil Verification Service Contract

***Background (Provide sufficient detail of the subject):**
 Request to renew our contract with Keith Block for soil verification duties for 2012.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

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

SERVICE CONTRACT

THIS AGREEMENT is made and entered into by and between the County of Roseau, Minnesota, (County), 606 5th Ave SW Roseau, Minnesota 56751, and Keith Block (contractor), 848 29th Avenue SW, Baudette, MN 56623.

RECITALS

WHEREAS, the County desires to purchase services of Contractor to perform Subsurface Sewage Treatment System (SSTS) soil verification and complaint investigation duties; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County and the Contractor agree as follows:

1) Term and Cost of Agreement

Contractor agrees to furnish SSTS soil verification and complaint investigation services on behalf of the County during the period commencing January 1, 2012, and terminating December 31, 2012.

Contractor shall be paid \$200.00 for each on-site soil verification visit, and \$225.00 for each on-site complaint investigation. Contractor shall be entitled to reimbursement for vehicle expenses/mileage at the rate of 55.5 cents per mile.

2) Services to be Provided and Locations

Contractor shall provide all requested services at locations throughout Roseau County, as directed by the Roseau County Environmental Office.

3) Independent Contractor

Nothing contained in the Agreement is intended or should be construed as creating the relationship of joint ventures within the County or the Department. No tenure or any rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

4) Indemnification and Insurance

The contractor agrees it will defend, indemnify and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the Contractor, or its

subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

Comprehensive General Liability Coverage:

Contractor must obtain and maintain primary insurance coverage for the complete term of the contract. Contractor’s insurance must meet the following minimum required liability limits:

Each Occurrence	\$1,500,000
Personal Injury & Advertising Injury	\$1,500,000
General Aggregate	\$3,000,000
Products and Completed Operations Aggregate	\$3,000,000
Fire Damage Limit	\$ 100,000
Medical Expense	\$ 5,000

Contractor may utilize Excess Umbrella/Liability coverage to reach the total required limits.

Prior to the effective date of this contract, and as a condition precedent to this contract, Contractor shall furnish the County with an original Certificate of Insurance, from an insurance company acceptable to the County and signed by a person authorized by the insurer to bind coverage, as evidence of the required primary insurance coverage. The Certificate of Insurance must name Roseau County as an additional insured for all relevant coverages. Contractor’s insurance policy must contain a provision that states that coverage will not be cancelled without 60 days prior written notice to the County.

Contractor shall be responsible for any deductible or self-insured retention contained within the insurance policy.

Workers’ Compensation Coverage

Contractor must obtain and maintain workers’ compensation coverage in accordance with applicable state and federal laws for the complete term of this contract. Prior to the effective date of this contract, Contractor shall furnish the County with an original Certificate of Insurance, from an insurance company acceptable to the County and signed by a person authorized by the insurer to bind coverage, as evidence of the required workers’ compensation coverage.

5) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data

Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

6) Records – Availability and Retention

Pursuant to Minn. Statute 16B.06, subd. 4, the Contractor agrees that the County, the State Auditor, or any other of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of this Contractor and involve transactions relating to this Agreement.

7) Merger and Modification

It is understood and agreed upon that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any material alterations, variations, modification, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

8) Default and Cancellation

If the Contractor fails to perform any of the provisions of the Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor's default is excused, the County, through the Department, may, upon written notice, immediately cancel this Agreement in its entirety.

This agreement may be cancelled without cause by either party upon thirty days' written notice.

9) Nondiscrimination

During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

10) Subcontracting and Assignment

Contractor shall not enter into any subcontract for performance of any service contemplated under this contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The contractor shall be responsible for the performance of all subcontractors.

Dated this ____ day of _____, 2012.

COUNTY OF ROSEAU

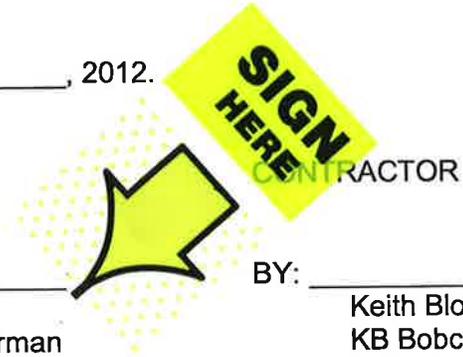
BY: _____
Russell Walker
Roseau County Board Chairman

BY: _____
Keith Block,
KB Bobcat Service

BY: _____
Jeff Pelowski
Roseau County Interim Coordinator

Approved as to Form and Execution:

BY: _____
Karen Foss
Roseau County Attorney



ITEM # Env Office 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Pelowski, Jeff ▼	Environmental Services ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 MPCA Feedlot Permit Extension

***Background (Provide sufficient detail of the subject):**
 A full explanation will be provided at the Board Meeting. To briefly summarize: Per MN Statute 116.07, the County must provide a "forum" to accept public comment concerning this MPCA Feedlot Permit expansion. This Board meeting provides that forum. This is not a public hearing, therefore no specific (additional) public notification is required. Public comment is welcome; however, no Board action is required, (or allowed).

***Financial Consideration:**
 None

***Legal Consideration:**
 Karen has been briefed.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

From: Sharp, Michael (MPCA) [mailto:michael.sharp@state.mn.us]
Sent: Wednesday, March 14, 2012 9:03 AM
To: Jeffrey D. Pelowski
Subject: P & J Turkeys, Inc Permit Application/Public Meeting

Jeff,

Attached is the Construction Short-Form Permit application that P & J Turkeys, Inc. submitted to the MPCA on March 12, 2012. As you will see from the application, the facility is located in Sections 23 & 24 of Dewey Township (T160N, R44W), Roseau County, Minnesota. The existing facility consists of two finishing barns and one brooder barn with the combined capacity for 483.0 animal units. The proposed facility will consist of the three existing barns plus one additional 48' x 400' brooder barn. After construction of the barn, the facility will have the capacity for 966 animal units. Please be advised that the applicant did not submit pg. 5 of the application; I will be requiring this page to be submitted. Once I receive the page, I will forward it to you.

As I mentioned to you yesterday, the MPCA would like to have the public meeting added to the next County Board meeting agenda if at all possible.

Mike

Michael E. Sharp | Minnesota Pollution Control Agency

Pollution Control Specialist Senior
714 Lake Avenue, Suite 220, Detroit Lakes, MN 56501
Phone 218.846.8139 | Fax 218.846.0719

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From: Sharp, Michael (MPCA)
Sent: Tuesday, March 13, 2012 3:49 PM
To: 'pelowski@co.roseau.mn.us'
Subject: Public Meeting

Jeff,

As a follow-up to our phone conversation this afternoon, below is the statute which requires the public meeting for the proposed P & J Turkeys, Inc expansion. The facility currently has the capacity for 483 animal units and their permit application seeks to increase the capacity to 966 animal units.

Minn. Stat. § 116.07. POWERS AND DUTIES

Subd. 7. Counties; processing of applications for animal lot permits.

Any Minnesota county board may, by resolution, with approval of the Pollution Control Agency, assume responsibility for processing applications for permits required by the Pollution Control Agency under this section for livestock feedlots, poultry lots or other animal lots. The responsibility for permit application processing, if assumed by a county, may be delegated by the county board to any appropriate county officer or employee.

(l) After January 1, 2001, a county that has not accepted delegation of the feedlot permit program must hold a public meeting prior to the agency issuing a feedlot permit for a feedlot facility with 300 or more animal units, unless another public meeting has been held with regard to the feedlot facility to be permitted.

Also, as I mentioned to you, I will scan and forward a copy of the permit application to you tomorrow.

If you or the County attorney have any questions regarding what is necessary to fulfill this statutory requirement, please do not hesitate to contact me.

Mike

Michael E. Sharp | Minnesota Pollution Control Agency

Pollution Control Specialist Senior

714 Lake Avenue, Suite 220, Detroit Lakes, MN 56501

Phone 218.846.8139 | Fax 218.846.0719

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ITEM # Assessor 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Heim, Allen ▼	▼	Mar ▼	27 ▼	2012 ▼

Amount of time being requested: 10 minutes

***Subject Title (As it will appear on the agenda):**
Setting date for 2012 County Board of Appeal and Equalization

***Background (Provide sufficient detail of the subject):**
 The date for this years CBOAE needs to be determined. The meeting can be scheduled any meeting day after June 8th and may meet for up to ten days. At least one meeting needs to go till 7:00 PM or be held on a Saturday. Last year we held our CBOAE on Wednesday, June 15th and then held the reconven as part of the regular Board Meeting on June 28th.

***Financial Consideration:**

***Legal Consideration:**
 Information outlining statutory requirements for setting the 2012 CBOAE are covering in attached memo form the Minnesota Dept. of Revenue

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

MINNESOTA ▪ REVENUE

Memo

Date: February 10, 2012

To: County Assessors
County Auditors

From: John Hagen, Director
Property Tax Division

Re: 2012 County Board of Appeal and Equalization

**Please provide a copy of this memo to the
Chairperson of the County Board of Commissioners.**

Minnesota Statutes, section 274.14, provides the framework for the County Board of Appeal and Equalization (CBAE) meeting. It states, in part, this board must meet after the second Friday in June. **For 2012, this means the CBAE must convene on any meeting day after Friday, June 8, 2012.** The CBAE cannot take any actions after June 30, 2012.

The following are other points to keep in mind, based on 2008 and 2009 law changes, when scheduling the CBAE meeting for 2012:

- The CBAE must meet on at least one meeting day. The board may meet for up to ten consecutive meeting dates (excluding Sundays), if necessary.
- The CBAE must either be held on a Saturday for one of its meeting dates or have a meeting that does not end before 7:00 p.m.
- If the CBAE requires appointments, the board must make appointments available on a Saturday or that extend at least until 7:00 p.m.
- The county auditor must keep an accurate record of the proceedings and orders of the board. This record would be the county's minutes of the meeting, which must be submitted to the Property Tax Division along with the CBAE record form (which is completed by the assessor).

Please note that the CBAE must comply with the quorum and training requirements (Minnesota Statutes, section 274.135) in place for its board members. There must be a quorum of members present at each meeting. Additionally, the CBAE must have at least one voting member who has completed Department of Revenue training and received certification at each meeting. County assessors will receive a listing of certified board members and information about any scheduled courses.

If a board attempts to convene but cannot because it does not have a quorum or trained member present, the taxpayers will be allowed to appeal to the Commissioner of Revenue so they are not disenfranchised. Pursuant to law, a fee of \$500 per tax parcel will be assessed to the county for these appeals.

If you have any questions or concerns, please contact us at proptax.questions@state.mn.us.

ITEM # Hwy Dept 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Ketring, Brian ▼	Engineer ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Discuss Resolution for Bridge Bond Funding for SAP 68-598-34

***Background (Provide sufficient detail of the subject):**
 Discuss Resolution For Agreement to State Transportation Fund (Bridge Bonds) for SAP 68-598-34

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Hwy Dept 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Ketring, Brian ▼	Engineer ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Discuss Resolution for Bridge Bond Funding for SAP 68-598-33

***Background (Provide sufficient detail of the subject):**
 Discuss Resolution For Agreement to State Transportation Fund (Bridge Bonds) for SAP 68-598-33

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Hwy Dept 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Ketring, Brian ▼	Engineer ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Discuss Motor Grader Purchase

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

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Hwy Dept 4
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Ketring, Brian ▼	Engineer ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Discuss Snowplow Truck Purchase

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

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Cty Bd 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Miller, Ann Marie ▼	Administrative Assistant ▼	Mar ▼ 27 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 County Fair Booth

***Background (Provide sufficient detail of the subject):**
 The Board will discuss plans for the Roseau County Fair Booth.

***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:
<input type="text"/>	<input type="text"/>

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson	<input type="text"/>	Passed <input type="text"/>				
Phillipe	<input type="text"/>					
Foldesi	<input type="text"/>	Failed <input type="text"/>				
Falk	<input type="text"/>					
Walker	<input type="text"/>	Tabled <input type="text"/>				

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Cty Board 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
<input type="text"/>	<input type="text"/>	Mar	27	2012

***Subject Title (As it will appear on the agenda):**
 Committee Reports

***Background (Provide sufficient detail of the subject):**
 Commissioners Phillipe and Swanson have submitted committee reports for Board review.

***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:
<input type="text"/>	<input type="text"/>

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson	<input type="text"/>	Passed <input type="text"/>				
Phillipe	<input type="text"/>	Failed <input type="text"/>				
Foldesi	<input type="text"/>					
Falk	<input type="text"/>	Tabled <input type="text"/>				
Walker	<input type="text"/>					

ATTEST: Jeff Pelowski, Interim Coordinator

Roseau County Board
March 2012 Committee Report
Glenda A. Phillipe

March 4 – One Woman 2012 – Roseau

Cut the ribbon for the exhibit.

March 6 – Sheriff’s Department – Roseau

COW

March 6 – Courthouse Department Heads – Roseau

COW

March 7 – Operations – Roseau

COW

March 12 – Warroad City Council – Warroad

City will begin staffing Warroad International Airport; manager resigned; city employee will manage airport; advertising for the position was approved; council approved fire department appointments; council approved a 7% increase electric rates for 2012-13.

March 13 – Roseau County Board – Roseau

COW

March 19 – Land of the Dancing Sky Agency on Aging – Mahnomen

Title IIIB Grant funds (\$40,000) available for mini-RFP round; applications will be reviewed May 10; Senior Medical Travel will be able to apply for additional funding; elections: Groneberg/chair; first vice chair/Vonasek; Roseau County Sheriff did not accept STS grant \$5,000; funding contracts approved.

March 22 – Lake Township – Warroad

Will be purchasing a used tractor and a used truck; may dissolve zoning board, if allowable and not mandated; issued one building permit. Forty-six voters voted on election day; Bruce MacCallum was elected supervisor and Michelle Hunter was elected clerk.

JACK SWANSON COMMITTEES

MARCH 13, 2012 - JADIS TOWN BOARD; talked about legacy funding, blading cost-share; jadis board approved a 2013 levy increase of just under 7%

MARCH 16, 2012 - HAMLIN UNIVERSITY LAW JOURNAL SYMPOSIUM (ST PAUL); on collaboration

MARCH 19, 2012 - ROSEAU COUNTY COMMITTEE ON AGING

MARCH 19, 2012 - ROSEAU COUNTY EXTENSION COMMITTEE

MARCH 20, 2012 - SOCIAL SERVICES BOARD

MARCH 20, 2012 - HIGHWAY COMMITTEE

MARCH 20, 2012 - MINNESOTA RURAL COUNTIES CAUCUS (ST PAUL)

MARCH 21, 2012 - ASSOCIATION OF MINNESOTA COUNTIES LEGISLATIVE CONFERENCE (ST PAUL)

MARCH 21, 2012 - NORTHERN COUNTIES LAND USE COORDINATING BOARD (ST PAUL); joint meeting w/ joint powers natural resources board

MARCH 21, 2012 - A.M.C. CONFERENCE PLANNING COMMITTEE (ST PAUL)

MARCH 22, 2012 - ASSOCIATION OF MINN COUNTIES LEGISLATIVE CONFERENCE (ST PAUL)

MARCH 22, 2012 - GREATER MINNESOTA ADVISORY PANEL (ST PAUL); first official meeting of counties/cities/schools/townships w/ Gov Dayton and rural legislators