
August 11, 2015

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on August 11, 2015, at 9:00 a.m., in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

9:00 Call to Order

1. Presentation of Colors
2. Approve Agenda
3. Comments and Announcements
4. Approve Bills

9:05 Board Appointments/Public Comments*

1. Tammy Frohlich – University of MN Crookston (Retired Senior Volunteer Program)
2. Scott Johnson – Roseau County Soil and Water Conservation District
3. Kristi Hanson – Northwest Regional Library Board

9:45 Consent Agenda

1. July 28, 2015 Board Proceedings
2. Warroad River Watershed Board Appointment
3. Roseau River Watershed Board Appointment – Advertisement
4. Region 3 Emergency Management Joint Powers Board Mutual Aid Agreement
5. CVSO Operational Enhancement Grant
6. Personal Leave Request
7. Sheriff Deputy Payroll Status Change
8. Jailer/Dispatcher Payroll Status Change
9. Tobacco Ordinance – Public Hearing Notice
10. Clean Air Ordinance – Public Hearing Notice
11. Uniform Hiring Policy

10:00 Department Reports

1. Highway
 - a. Assistant Engineer-Maintenance Hire

10:15 County Board Items

1. Commissioner Committee Reports

10:45 Unfinished Business

11:00 Adjourn

***Limited to five minutes**

Budget Proposal – 2016

Roseau County Agricultural Inspector

The County Agricultural Inspection Program will be administered by the Roseau Soil and Water Conservation District in accordance with all State Rules, Regulations, and Statutes as well as the Noxious Weed Laws under the Minnesota Department of Agriculture guidelines.

Office/Field Staff Time--	325 hours @ \$44.94	\$14,605.50
General Notice/Newsletter Publishing MACAI Dues, Training -----		\$1,200.00
Total -		<u>\$15,805.50 **</u>

ROSEAU SWCD PROPOSED BUDGET - 2016

EXPENDITURES:	2014	2015	2016
PERSONNEL SERVICES:	Actual	Amended 2/28/2015	Proposed 2016
Employee Salaries	\$ 87,780	\$ 92,498	\$ 125,551
Employee Insurance	\$ 7,004	\$ 6,125	\$ 11,625
Supervisor Compensation	\$ 2,310	\$ 3,000	\$ 4,500
Employer Contribution FICA/Med.	\$ 6,892	\$ 7,076	\$ 9,605
Employer Contribution PERA	\$ 6,364	\$ 6,937	\$ 9,416
TOTAL PERSONNEL SERVICES	\$ 110,350	\$ 115,636	\$ 160,697
OTHER SERVICES & CHARGES:			
Advertising & Publications	\$ 1,290	\$ 1,500	\$ 1,500
Education & Training	\$ 947	\$ 2,200	\$ 2,200
Health Insurance/Deductibles	\$ 7,429	\$ 10,000	\$ 12,500
Employee Expenses	\$ 295	\$ 550	\$ 750
Liability Insurance, MCIT, Bond	\$ 7,684	\$ 3,500	\$ 7,750
Office Expense & Maintenance	\$ 1,085	\$ 1,950	\$ 2,000
Fees & Dues	\$ 2,441	\$ 2,500	\$ 2,500
Website Exp.	\$ -	\$ 100	\$ 150
Phone Expense	\$ 773	\$ 775	\$ 775
Postage	\$ 285	\$ 350	\$ 350
Professional Services	\$ -	\$ 2,000	\$ 2,500
Rent	\$ 7,600	\$ 7,600	\$ 8,500
Supervisor Expense	\$ 637	\$ 1,000	\$ 1,000
Vehicle Expense	\$ 3,301	\$ 3,500	\$ 3,500
Freight Expense	\$ 1,050	\$ 1,000	\$ 2,100
TOTAL OTHER SERVICES & CHARGES	\$ 34,817	\$ 38,525	\$ 48,075
SUPPLIES (FIELD)	\$ 132	\$ 560	\$ 1,550
CAPITAL OUTLAY	\$ 1,713	\$ 5,500	\$ 30,000
PROJECT EXPENSES DISTRICT	\$ 26,046	\$ 21,500	\$ 27,500
PROJECT EXPENSE STATE			
Warroad Watershed Assess. Project	\$ 382		
SWAG Expense	\$ 200		
AIS Project Expense			\$ 38,000
Cost-share Projects			\$ 24,824
State Cost-share Projects	\$ 6,502	\$ 13,682	\$ 10,525
Local Water Management Expense	\$ 11,777	\$ 6,000	\$ 12,000
Wetland Conservation Act Expense	\$ 7,930	\$ 2,500	\$ 9,500
TOTAL PROJECT EXP. STATE	\$ 26,791	\$ 22,182	\$ 94,849
PROJECT EXPENSE - LOCAL			
Warroad River Watershed Admin.	\$ 102	\$ 1,200	0
Roseau County funds	\$ 4	\$ 60	0
City of Warroad	\$ -	\$ 1,326	0
NW MN Foundation	\$ -	\$ 3,000	0
Warroad River Watershed	\$ 2,452	\$ 5,600	0
TOTAL PROJECT EXP. LOCAL	\$ 2,558	\$ 11,186	0
PROJECT EXPENSE COUNTY			
County Agricultural Inspector Expense	\$ -	\$ 1,500	\$ 1,200
TOTAL PROJECT EXP. COUNTY	\$ -	\$ 1,500	\$ 1,200
PROJECT EXPENSE FEDERAL	\$ -		\$ -
TOTAL EXPENDITURES	\$ 202,408	\$ 216,589	\$ 363,871

REVENUES:

	2014	2015	2016
	Actual	Amened 2/28/2015	Proposed 2016
INTERGOVERNMENTAL - COUNTY			
County	\$ 65,000	\$ 65,000	\$ 89,238
Water Plan	\$ 22,403	\$ 17,701	\$ 17,701
Wetland Conservation Act (WCA)	\$ 22,480	\$ 24,238	\$ 24,238
County Ag Inspection	\$ 12,452	\$ 15,361	\$ 15,806
AIS Program			\$ 38,000
TOTAL INTERGOV. REV. COUNTY	\$ 122,335	\$ 122,300	\$ 184,983
INTERGOVERNMENTAL - STATE			
BWSR General Service Grants	\$ 18,750	\$ 18,750	\$ 18,750
BWSR Cost-share - Regular	\$ 6,646	\$ 7,896	\$ 8,420
BWSR Cost-share - Tech. & Adm.	\$ -	\$ 2,631	\$ 2,105
BWSR RIM Funds	\$ 53	\$ 50	\$ 95
WRP Easement Grant	\$ 2,000		
Cooperative Weed Management Grant	\$ 7,500		\$ 7,500
SWAG Funds	\$ 200	\$ 23,312	\$ 8,561
Clean Water - BWSR Funds	\$ (3,512)		\$ 100,000
Warroad Watershed Assess Project	\$ 3,363	\$ -	
TOTAL INTERGOV. REV. STATE	\$ 35,001	\$ 52,639	\$ 145,431
CHARGES FOR SERVICES	\$ 47,547	\$ 34,025	\$ 30,000
INTERGOVERNMENTAL REV. LOCAL			
Warroad River Watershed	\$ 2,452	\$ 4,000	\$ -
SWAG	\$ -	\$ -	\$ -
Roseau County-WRWD Assess. Project	\$ (243)		
NW MN Foundation	\$ 440		
City of Warroad	\$ -		
TOTAL INTERGOV. REV. LOCAL	\$ 2,649	\$ 4,000	\$ -
INTERGOVERNMENTAL REV. FEDERAL	\$ -	\$ -	\$ -
MISCELLANEOUS			
Interest	\$ 1,743	\$ 2,000	\$ 1,750
Dividend	\$ 1,254	\$ 1,500	\$ 1,250
Misc. Revenue	\$ -		
PERA Aid	\$ 457	\$ 457	\$ 457
TOTAL MISCELLANEOUS	\$ 3,454	\$ 3,957	\$ 3,457
TOTAL REVENUES	\$ 210,985	\$ 216,921	\$ 363,871

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Northwest Regional Library Profit Loss Budget Overview 2015

	Jan - Dec 15	% of Rev/Exp
Income		
3349 · State Grants - RLBSS	306,400.00	24.29%
3352 · State Telecom Grant	65,000.00	5.15%
3353 · State Grants - Legacy	75,721.00	6.00%
3362 · County Allocation (% hrs in County)	384,584.00	30.48%
3371 · City Allocation*	329,383.00	26.11%
3384 · Local Operating Grant	9,500.00	0.75%
3513 · Fines & Fees (estimate)	19,000.00	1.51%
3621 · Interest Earnings	5,000.00	0.40%
3626 · Private Donations	8,000.00	0.63%
3626 · Misc Other Revenue	21,000.00	1.66%
3912 · Reserves	38,000.00	3.01%
Total Income	1,261,588.00	100.00%
Expense		
Facilities Operating Costs:		
4503 · Delivery	20,800.00	1.65%
4530 · Headquarters Phone	1,500.00	0.12%
4532 · Branch Phone	8,000.00	0.63%
4561 · Insurance	18,350.00	1.45%
4731 · Utilities	6,500.00	0.52%
4742 · Building Maintenance & Repairs	3,000.00	0.24%
Total Facilities Operating Costs	58,150.00	4.61%
Materials:		
4302 · Reference	750.00	0.06%
4304 · Electronic Books	10,000.00	0.79%
4305 · E-Platforms	5,000.00	0.40%
4307 · Books	60,902.00	4.83%
4308 · Magazines	4,400.00	0.35%
4309 · Newspapers	3,900.00	0.31%
4312 · Video/CD	26,101.00	2.07%
Total Materials	111,053.00	8.80%
Office Expenses:		
4401 · Maintenance & Repair Contracts	1,800.00	0.14%
4518 · Furniture	3,000.00	0.24%
4519 · Hospitality	1,000.00	0.08%
4520 · Office Supplies	18,000.00	1.43%
4522 · Postage	3,400.00	0.27%
4570 · Bank Charge, Direct Deposit Fee	1,400.00	0.11%
Total Office Expenses	28,600.00	2.27%
Professional Services:		
4301 · Auditing Services	6,500.00	0.52%
4502 · Accounting	1,000.00	0.08%
4504 · Legal Fees	800.00	0.06%
4506 · Unique Management	500.00	0.04%
4507 · CRPSLA Fund	1,350.00	0.11%
Total Professional Services	10,150.00	0.80%
Program Expenses:		
4350 · Marketing	6,000.00	0.48%
4352 · Programs	5,000.00	0.40%
4984 · State Legacy Grant Expense	69,065.00	5.47%
Total Program Expenses	80,065.00	6.35%
Staff Development, Payroll and Benefits:		
4160 · Continuing Education	1,200.00	0.10%
4968 · Conference Expense	1,800.00	0.14%
4101 · Branch Salaries & Wages	413,100.00	32.74%
4101 · HQ Salaries & Wages	253,000.00	20.05%
4121 · Branch FICA/PERA	60,700.00	4.81%
4121 · HQ FICA/PERA	38,300.00	3.04%
4131 · Health Insurance	57,570.00	4.56%
4133 · Life Insurance	1,500.00	0.12%
Total Staff Payroll and Benefits	827,170.00	65.57%
Technology		
4370 · Automation Contract	58,000.00	4.60%
4371 · Automation Equipment	18,000.00	1.43%
4981 · State Telecom Grant Expense	62,400.00	4.95%
Total Technology	138,400.00	10.97%
Travel		
4544 · Automobile Expense	500.00	0.04%
4562 · Travel - Administration	0.00	0.00%
4564 · Travel - Board	3,000.00	0.24%
4566 · Travel - Staff	4,500.00	0.36%
Total Travel	8,000.00	0.63%
Total Expense	1,261,588.00	100%
Net Income	-	

*City Income does not include any building maintenance and utilities as these are paid directly by the cities.

Roseau County

2015 NWRL Portion \$ 97,500

2016 Projected Increases				
2%	3%	4%	5%	6%
1,950	2,925	3,900	4,875	5,850

Northwest Regional Library Profit Loss Budget Overview 2015

Greenbush Public Library

Income		
	3349 · State Grants - RLBS	50,338.01
	3352 · State Telecom Grant	8,125.00
	3353 · State Grants - Legacy	10,820.53
	3362 · County Allocation (% hrs in County)	24,280.00
	3371 · City Allocation*	13,654.00
	3384 · Local Operating Grant	432.00
	3513 · Fines & Fees (estimate)	600.00
	3621 · Interest Earnings	821.44
	3625 · Private Donations	1,314.31
	3626 · Misc Other Revenue	3,450.06
	3912 · Reserves	6,242.96
	Total Income	120,078.31
Expense		
Facilities Operating Costs:	4503 · Delivery	2,600.00
	4530 · Headquarters Phone	162.00
	4532 · Branch Phone	888.00
	4561 · Insurance	1,982.00
	4731 · Utilities	702.00
	4742 · Building Maintenance & Repairs	324.00
	Total Facilities Operating Costs	6,658.00
Materials:	4302 · Reference	81.00
	4304 · Electronic Books	1,080.00
	4305 · E-Platforms	540.00
	4307 · Books	6,577.00
	4308 · Magazines	475.00
	4309 · Newspapers	421.00
	4312 · Video/CD	2,819.00
	Total Materials	11,993.00
Office Expenses:	4401 · Maintenance & Repair Contracts	194.00
	4518 · Furniture	324.00
	4519 · Hospitality	108.00
	4520 · Office Supplies	1,944.00
	4522 · Postage	367.00
	4570 · Bank Charge, Direct Deposit Fee	151.00
	Total Office Expenses	3,088.00
Professional Services:	4301 · Auditing Services	702.00
	4502 · Accounting	108.00
	4504 · Legal Fees	100.00
	4506 · Unique Management	54.00
	4507 · CRPSLA Fund	146.00
	Total Professional Services	1,110.00
Program Expenses:	4350 · Marketing	750.00
	4352 · Programs	625.00
	4984 · State Legacy Grant Expense	9,669.39
	Total Program Expenses	11,244.39
Staff Development, Payroll and Benefits:	4160 · Continuing Education	130.00
	4968 · Conference Expense	194.00
	4101 · Branch Salaries & Wages	29,000.00
	4101 · HQ Salaries & Wages	27,324.00
	4121 · Branch FICA/PERA	4,352.00
	4121 · HQ FICA/PERA	4,136.00
	4131 · Health Insurance	3,470.25
	4133 · Life Insurance	87.17
	Total Staff Payroll and Benefits	68,693.42
Technology	4370 · Automation Contract	6,264.00
	4371 · Automation Equipment	2,250.00
	4981 · State Telecom Grant Expense	7,800.00
	Total Technology	16,314.00
Travel	4544 · Automobile Expense	62.50
	4562 · Travel - Administration	-
	4564 · Travel - Board	375.00
	4566 · Travel - Staff	540.00
	Total Travel	977.50
	Total Expense	120,078.31
	Net Income	-

*City Income does not include any building maintenance and utilities as these are paid directly by the cities.

Northwest Regional Library Profit Loss Budget Overview 2015

Roseau Public Library

Income		
	3349 · State Grants - RLBS	58,504.63
	3352 · State Telecom Grant	8,125.00
	3353 · State Grants - Legacy	10,820.53
	3362 · County Allocation (% hrs in County)	34,523.00
	3371 · City Allocation*	47,580.00
	3384 · Local Operating Grant	616.00
	3513 · Fines & Fees (estimate)	2,135.00
	3621 · Interest Earnings	954.71
	3625 · Private Donations	1,527.54
	3626 · Misc Other Revenue	4,009.78
	3912 · Reserves	7,255.80
	Total Income	176,051.99
Expense		
Facilities Operating Costs:	4503 · Delivery	2,600.00
	4530 · Headquarters Phone	231.00
	4532 · Branch Phone	888.00
	4561 · Insurance	2,826.00
	4731 · Utilities	1,001.00
	4742 · Building Maintenance & Repairs	462.00
	Total Facilities Operating Costs	8,008.00
Materials:	4302 · Reference	116.00
	4304 · Electronic Books	1,540.00
	4305 · E-Platforms	770.00
	4307 · Books	9,379.00
	4308 · Magazines	678.00
	4309 · Newspapers	601.00
	4312 · Video/CD	4,020.00
	Total Materials	17,104.00
Office Expenses:	4401 · Maintenance & Repair Contracts	277.00
	4518 · Furniture	462.00
	4519 · Hospitality	154.00
	4520 · Office Supplies	2,772.00
	4522 · Postage	524.00
	4570 · Bank Charge, Direct Deposit Fee	216.00
	Total Office Expenses	4,405.00
Professional Services:	4301 · Auditing Services	1,001.00
	4502 · Accounting	154.00
	4504 · Legal Fees	100.00
	4506 · Unique Management	77.00
	4507 · CRPSLA Fund	208.00
	Total Professional Services	1,540.00
Program Expenses:	4350 · Marketing	750.00
	4352 · Programs	625.00
	4984 · State Legacy Grant Expense	9,869.39
	Total Program Expenses	11,244.39
Staff Development, Payroll and Benefits:	4160 · Continuing Education	185.00
	4968 · Conference Expense	277.00
	4101 · Branch Salaries & Wages	50,700.00
	4101 · HQ Salaries & Wages	38,962.00
	4121 · Branch FICA/PERA	7,610.00
	4121 · HQ FICA/PERA	5,898.00
	4131 · Health Insurance	9,950.25
	4133 · Life Insurance	208.85
	Total Staff Payroll and Benefits	113,791.10
Technology	4370 · Automation Contract	8,932.00
	4371 · Automation Equipment	2,250.00
	4981 · State Telecom Grant Expense	7,800.00
	Total Technology	18,982.00
Travel	4544 · Automobile Expense	62.50
	4562 · Travel - Administration	-
	4564 · Travel - Board	375.00
	4566 · Travel - Staff	540.00
	Total Travel	977.50
	Total Expense	176,051.99
	Net Income	-

*City Income does not include any building maintenance and utilities as these are paid directly by the cities.

Northwest Regional Library Profit Loss Budget Overview 2015

Warroad Public Library

Income		
	3349 · State Grants - RLBSS	74,684.56
	3352 · State Telecom Grant	8,125.00
	3353 · State Grants - Legacy	10,820.53
	3362 · County Allocation (% hrs in County)	38,697.00
	3371 · City Allocation*	64,077.00
	3384 · Local Operating Grant	692.00
	3513 · Fines & Fees (estimate)	2,050.00
	3621 · Interest Earnings	1,218.74
	3625 · Private Donations	1,949.99
	3626 · Misc Other Revenue	5,118.72
	3912 · Reserves	9,262.45
	Total Income	216,695.99
Expense		
Facilities Operating Costs:	4503 · Delivery	2,600.00
	4530 · Headquarters Phone	260.00
	4532 · Branch Phone	888.00
	4561 · Insurance	3,175.00
	4731 · Utilities	1,125.00
	4742 · Building Maintenance & Repairs	519.00
	Total Facilities Operating Costs	8,567.00
Materials:	4302 · Reference	130.00
	4304 · Electronic Books	1,730.00
	4305 · E-Platforms	865.00
	4307 · Books	10,536.00
	4308 · Magazines	761.00
	4309 · Newspapers	675.00
	4312 · Video/CD	4,515.00
	Total Materials	19,212.00
Office Expenses:	4401 · Maintenance & Repair Contracts	311.00
	4518 · Furniture	519.00
	4519 · Hospitality	173.00
	4520 · Office Supplies	3,114.00
	4522 · Postage	588.00
	4570 · Bank Charge, Direct Deposit Fee	242.00
	Total Office Expenses	4,947.00
Professional Services:	4301 · Auditing Services	1,125.00
	4502 · Accounting	173.00
	4504 · Legal Fees	100.00
	4506 · Unique Management	87.00
	4507 · CRPSLA Fund	234.00
	Total Professional Services	1,719.00
Program Expenses:	4350 · Marketing	750.00
	4352 · Programs	625.00
	4984 · State Legacy Grant Expense	9,869.39
	Total Program Expenses	11,244.39
Staff Development, Payroll and Benefits:	4160 · Continuing Education	208.00
	4968 · Conference Expense	311.00
	4101 · Branch Salaries & Wages	77,190.00
	4101 · HQ Salaries & Wages	43,769.00
	4121 · Branch FICA/PERA	11,582.00
	4121 · HQ FICA/PERA	6,626.00
	4131 · Health Insurance	9,950.25
	4133 · Life Insurance	308.85
	Total Staff Payroll and Benefits	149,945.10
Technology	4370 · Automation Contract	10,034.00
	4371 · Automation Equipment	2,250.00
	4981 · State Telecom Grant Expense	7,800.00
	Total Technology	20,084.00
Travel	4544 · Automobile Expense	62.50
	4562 · Travel - Administration	-
	4564 · Travel - Board	375.00
	4566 · Travel - Staff	540.00
	Total Travel	977.50
	Total Expense	216,695.99
	Net Income	-

*City Income does not include any building maintenance and utilities as these are paid directly by the cities.

Northwest Regional Library 2014



Wide open spaces to grow and learn

Programs 1,217	Library Visits 211,920
Patrons attended programs 20,679	Items Checked Out 280,922
	Registered Patrons 19,169

Overdrive Check Outs 15,650
Computer Uses 34,638
Wireless Uses 8,584

2014

Reference Transactions: 15,041



PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

July 28, 2015

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, July 28, 2015 at 9:00 a.m.

CALL TO ORDER

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

APPROVAL OF AGENDA

A request to advertise for a Social Worker was added to the Consent Agenda and consideration of the Solid Waste Management Plan Resolution was added to Department Reports. A motion to approve the amended Agenda was made by Commissioner Miller, seconded by Commissioner Phillipe and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Coordinator Pelowski informed the Board that the County Pay Equity Compliance Report has been approved; reminded the Board of the Active Shooter Training scheduled for July 28th; and, reminded the Board of the Roseau East Diversion Flood Control Project Ribbon Cutting Ceremony scheduled for August 18, 2015. Commissioner Miller reminded the Board that the Administrative Law Judge will return to Roseau on August 5, 2015, to hear public comment on the Minnesota Power Line Project Environmental Impact Statement.

APPROVAL OF BILLS

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

Warrants Approved For Payment 7/16/2015

<u>Vendor Name</u>	<u>Amount</u>
ANGLE WOOD BUILDERS	10,415.00
INGALLS/TERRY	11,750.00
MORRIS SEALCOAT & TRUCKING INC	275,153.00
NW CONCRETE PRODUCTS INC	29,037.03
RIVERFRONT STATION	3,547.13
ROSEAU CITY	10,271.30
STOSKOPF INC	9,038.06
11 Payments less than 2,000.00	5,616.71
Final Total:	354,828.23

Warrants Approved For Payment 7/23/2015

<u>Vendor Name</u>	<u>Amount</u>
AFLAC	4,020.24
MORRIS SEALCOAT & TRUCKING INC	421,615.18
9 Payments less than 2,000.00	3,821.46
Final Total:	429,456.88

Warrants Approved On 7/28/2015 For Payment 7/31/2015

<u>Vendor Name</u>	<u>Amount</u>
BERGSTROM ELECTRIC INC	2,019.00
CDW GOVERNMENT INC	4,592.49
DELL MARKETING LP	5,999.99
JOHNSON OIL CO INC	10,028.02
NINTH JUDICIAL DISTRICT	20,500.00
NORTHERN RESOURCES COOPERATIVE	2,281.95
UND FORENSIC PATHOLOGY	2,587.00
35 Payments less than 2,000.00	10,848.62
Final Total:	58,857.07

In addition, the Board approved a forthwith payment to: Terry Ingalls, in the amount of \$2,625.00 for roadside brushing.

CONSENT AGENDA

Commissioner Miller requested that the Roseau River Watershed-Related Petition item be moved from the Consent Agenda to County Board Items. A motion to approve the amended Consent Agenda was made by Commissioner Miller, seconded by Commissioner Falk and carried unanimously. The Board, by adoption of its Consent Agenda, approved the July 14, 2015 Board Proceedings; approved a Minnesota Lawful Gambling Permit for the Warroad Area Chapter of Whitetails Unlimited for an event at Springsteel Resort on August 29, 2015; and, approved advertising for a Social Worker hire.

DEPARTMENT REPORTS

HIGHWAY DEPARTMENT

Engineer Ketring met with the Board to request approval of an aggregate surfacing contract; to request approval of a FEMA DR-4182 contract; to request approval of a Speed Study Resolution for CSAH 46; and, to request approval to hire an Assistant Engineer-Maintenance.

A motion to enter into contract with Warroad Ready Mix, in the amount of \$45,705.60 for aggregate surfacing class V, was made by Commissioner Phillipe, seconded by Commissioner Miller and carried unanimously.

A motion to enter into contract with R & Q Trucking, Inc., in the amount of \$19,145.50, for excavation, clay fill and aggregate surfacing on FEMA DR-4182, PW #00130 on CR 147, was made by Commissioner Miller, seconded by Commissioner Phillipe and carried unanimously.

A motion was made by Commissioner Phillipe, seconded by Commissioner Miller and carried unanimously to adopt the following Resolution:

2015-07-04

AUTHORIZATION FOR MNDOT TO CONDUCT A SPEED STUDY ON DESIGNATED ROADS

WHEREAS, the Roseau County Highway Department is requesting a speed limit study on a section of Roseau County State Aid Highway 46, from TH No. 11 to CSAH No. 35; and

WHEREAS, the Roseau County Highway Department believes it would be worthwhile to have a speed study conducted; and

WHEREAS, the Minnesota Department of Transportation will conduct a speed study at the request of Roseau County; and

NOW THEREFORE, be it resolved that the Roseau County Board of Commissioners does hereby authorize the County Highway Engineer to request the Minnesota Department of Transportation to conduct a speed study on the referenced section of County State Aid Highway 46 to determine a safe and appropriate speed limit.

Assistant Engineer-Maintenance Hire

Commissioner Miller requested he be heard with regard to accusations that he knew candidate David Ohnstad prior to the interview process. Commissioner Miller wanted it known, for the record, that he did not know Mr. Ohnstad until he met him on the day of the interview.

Engineer Ketring informed the Board that it was the recommendation of the five member hiring committee to offer candidate Ryan Murray the Assistant Engineer-Maintenance position. Chair Swanson called for a motion to support this recommendation. After calling for a motion three times, no motion was offered.

A motion to hire David Ohnstad as the Assistant Engineer-Maintenance, was made by Commissioner Miller, and seconded by Commissioner Foldesi.

Commissioner Swanson asked for further discussion.

Commissioner Falk questioned whether or not the Board had the authority to approve a hire that was not recommended by the Department Head, per the Roseau County Hiring Policy. Commissioner Miller stated that the current Policy does not address the situation where the Board does not support the hiring recommendation brought forward.

Coordinator Pelowski addressed the Board and stated that, as the County's Human Resource Director, he would strongly recommend that the Board follow the Hiring Policy, which would result in the Department Head re-establishing a new hiring committee to work through the process.

Commissioner Swanson stated that the best way to manage this hire would be to reject this motion and begin the process again.

Commissioner Swanson called for the vote on the motion. Commissioners Foldesi, Miller and Phillipe voted in favor and Commissioners Falk and Swanson were opposed. The motion to hire David Ohnstad as the Assistant Engineer-Maintenance was passed.

A motion to set the Assistant Engineer-Maintenance pay grade at 10A with a start date of August 17, 2015, was made by Commissioner Miller, seconded by Commissioner Foldesi and carried by a 3-2 vote with Commissioners Foldesi, Miller and Phillipe in favor and Commissioners Falk and Swanson opposed.

COUNTY BOARD ITEMS

Solid Waste Management Plan Resolution

Environmental Services Director Jeff Pelowski presented the Board with the Solid Waste Management Plan Resolution for their approval. Pelowski noted that the Plan was posted according to Minnesota Statutes and added that there was no public comment. A motion was made by Commissioner Falk, seconded by Commissioner Miller and carried unanimously to adopt the following Resolution:

2015-07-03

WHEREAS, the State of Minnesota requires Counties to develop and adopt a Solid Waste Plan in accordance with Minnesota Statutes 115A.46; 115A.47; 115A.551, subd. 6-7; 115A.552; 115A.557, subd. 2-3; 115A.63; 115A.84; 115A.914; 115A.96, subd. 6-7; 115A.917; 115A.97; Minnesota Rules 9215; and any other applicable Statutes and Rules; and

WHEREAS, the State of Minnesota requires said Solid Waste Plans to be reviewed and/or modified periodically. Said timeline for Solid Waste Plan update is every 10 calendar years;

WHEREAS, Roseau County recognizes the need and responsibility to plan for and practice environmentally sound methods for managing its solid waste streams; and

WHEREAS, Roseau County recognizes the need to plan for and implement various strategies, programs, or facilities, to promote the proper management and disposal of solid waste generated within the County. The County will encourage reduction, reuse, recycling, composting, and/or advanced processing of solid waste with technologies available based upon the type of solid waste material generated and the capability of the integrated solid waste management system in place; and

WHEREAS, the draft 2015 Roseau County Solid Waste Plan does describe the integrated solid waste management system currently in place to meet the needs of the County's citizens and the requirements of the State of Minnesota; and

WHEREAS, the State of Minnesota has placed on public notice that draft of the 2015 Roseau County Solid Waste Plan in accordance with the requirements for publication, notice and comment period; and

WHEREAS, upon completion of the public comment period. No comments were received in objection to the adoption of the draft 2015 Roseau County Solid Waste Plan.

THEREFORE BE IT RESOLVED, that the Roseau County Board of Commissioners hereby adopts the 2015 Roseau County Solid Waste Plan; and

THEREFORE BE IT RESOLVED, that the Roseau County Board of Commissioners hereby submit the 2015 Roseau County Solid Waste Plan to the Minnesota Pollution Control Agency for final approval pursuant to applicable Minnesota Statutes and Rules.

Roseau River Watershed-Related Petition

At the June 9, 2015 Board Meeting, the County Board was presented with a "Petition for Consideration" signed by four County residents. Assistant County Attorney Mike Grover was consulted on this matter and responded with a memorandum which stated that the Board could disregard the petition, referencing Minnesota Administrative Rule 8410.0010. Commissioner Miller requested the Board consider sending the petition, along with all supporting

documentation, to the Department of Administration to review the allegations presented by the petitioners.

Discussion continued with Commissioner Foldesi noting he had constituents questioning him about the petition and requesting answers from the County Board. Commissioner Falk commented that the Board should follow the recommendation of the Assistant County Attorney. Commissioner Phillippe asked if Roseau County sends documentation to the State, couldn't the Roseau River Watershed (RRWD) send documentation as well.

RRWD Administrator Tracey Halstensgard and RRWD Board Member Leroy Carrier were in attendance. Administrator Halstensgard noted that the RRWD is not opposed to an investigation but did request a copy of whatever the County Board sends to the Department of Administration for review.

Commissioner Swanson inquired as to whether or not sending this "Petition for Consideration" would imply Board Support of the petition and added that his preference would be for the petitioners to explore the legal options that may be available to them, and that going through the County Board was not appropriate as the Board is not a "tribunal". Commissioner Swanson stated that he wanted it made "perfectly clear" that he is not making any allegations against the RRWD.

Mr. Floyd Haugen, one author of the petition, addressed the Board to review the "Petition for Consideration."

A motion to support sending the "Petition for Consideration" and supporting documentation to the Department of Administration, was made by Commissioner Miller, seconded by Commissioner Foldesi and carried by a 3-2 vote with Commissioner Foldesi, Miller and Phillippe in favor and Commissioners Falk and Swanson opposed.

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Meeting with MnDNR Commissioner Landwehr, 7/21/15; Social Services Board, 7/21/15; Highway Committee, 7/21/15; MnDOT/Paul Bunyan Transit meeting, 7/22/15.

Commissioner Foldesi reported on the following committee(s): Quin County Community Advisory Board, 7/20/15; Meeting with MnDNR Commissioner Landwehr, 7/21/15; Social Services Board, 7/21/15; Highway Committee, 7/21/15.

Commissioner Miller reported on the following committee(s): Beltrami Island State Forest Project Team meeting, 7/16/15; Meeting with MnDNR Area Hydrologist regarding Swift Ditch, 7/17/15; Warroad Shop meeting, 7/17/15; Minnesota Rural Counties Caucus, 7/18/15; Minnesota Power Environmental Impact Statement public meeting, 7/19/15; Meeting with MnDNR Commissioner Landwehr, 7/21/15; Social Services Board, 7/21/15; Highway Committee, 7/21/15; Minnesota Rural Counties Caucus, 7/24/15; Joint Powers Natural Resource Board, 7/27/15.

Commissioner Phillippe reported on the following committee(s): MnDOT/Paul Bunyan Transit meeting, 7/15/15; Lake Township Board, 7/15/15; Roseau County Committee on Aging, 7/20/15; Meeting with MnDNR Commissioner Landwehr, 7/21/15; Social Services Board, 7/21/15; Highway Committee, 7/21/15; MnDOT/Paul Bunyan Transit, 7/22/15; Roseau County Fair Booth, 7/22/15; Warroad City Council, 7/27/15.

Commissioner Swanson reported on the following committee(s): Northwest Minnesota Housing and Redevelopment Authority, 7/15/15; Association of Minnesota Counties Conference Planning Committee, 7/16/15; Association of Minnesota Counties Governance Committee, 7/17/15; Roseau County Committee on Aging, 7/20/15; Social Services Board, 7/21/15; Meeting with MnDNR Commissioner Landwehr, 7/21/15; Roseau County Affordable Housing Fund Committee, 7/21/15; Social Services Board, 7/21/15; Highway Committee, 7/21/15; Northwest Minnesota Emergency Communications Board, 7/22/15; Roseau County Fair Booth, 7/24/15.

Upon motion carried, the Board adjourned the Regular Meeting at 10:45 a.m. The next Regular Meeting of the Board is scheduled for August 11, 2015 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

Jack Swanson, Board Chair
Board of County Commissioners
Roseau County, Minnesota

DRAFT

WARROAD RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Name of Nominating Agency:	Roseau County Board of Commissioners
Name of Nominee:	JEFF O'DONNELL

Mailing Address	30589 600th Avenue	Work Phone	218-689-1346
City	Warroad, Mn	Home Phone	386-1686
Zip Code	56763	Cell Phone	218-689-1346
County	Roseau	E-Mail Address	odonnell@wiktel.com

1. Do you reside within the boundaries of the watershed? YES NO

2. How long have you been a resident of the Warroad River Watershed District?

58 years

3. What is your physical address?

30589 600th Avenue
Warroad, Mn 56763

4. Is this the address where you receive mail? YES NO

5. What is the address on your driver's license?

30589 600th Avenue
Warroad, Mn 56763

6. Are you a registered voter? YES NO

7. In which precinct are you registered to vote?

MORANVILLE

8. Why are you interested in serving on the watershed board?

help with water issues
such as drainage, quality

**WARROAD RIVER WATERSHED MANAGER APPOINTEE
QUESTIONNAIRE**

9. What qualifies you to serve as a manger of the watershed district?

Live in Warroad Watershed
Live by the river ~~and~~ ^{and cracks} can see
what high and low water is doing

10. How would you/do you respond to issues that come before the watershed board that personally affect your situation?

openly

11. Water is a controversial topic. How will you/do you handle disputes on the watershed board and with other entities such as county, state, or other watersheds?

Sit down as a group and discuss
Everybody's wants

12. What in your opinion is the Warroad River Watershed currently doing well? How could the Warroad River Watershed improve?

Good

Do you have any other comments you wish to share?


Applicant Signature


Date

THANK-YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE

WARROAD RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Name of Nominating Agency:	Roseau County Board of Commissioners
Name of Nominee:	Gerald Phillippe

Mailing Address	59729 CR 134	Work Phone	218.469.1762
City	Warroad	Home Phone	218.386.2863
Zip Code	56763	Cell Phone	218.469.1762
County	Roseau	E-Mail Address	

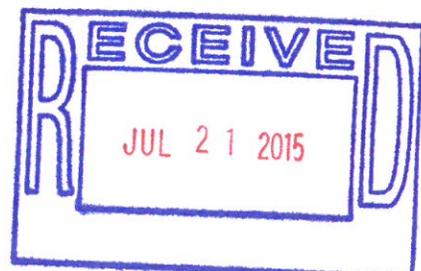
1. Do you reside within the boundaries of the watershed? YES NO

2. How long have you been a resident of the Warroad River Watershed District?
Fifty-nine years
3. What is your physical address?
59729 County Road 134 - Warroad, MN 56763
4. Is this the address where you receive mail? YES NO

5. What is the address on your driver's license?
Same

6. Are you a registered voter? YES NO
7. In which precinct are you registered to vote? Moranville Township

8. Why are you interested in serving on the watershed board?
To continue the quality of oversight the Warroad Watershed District offers the district.



WARROAD RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

9. What qualifies you to serve as a manager of the watershed district?

I have lived on the west branch of the Warroad River nearly all of my life. I know the residents in the watershed and the watershed district. I am familiar with watershed issues and how to solve the issues, if needed.

10. How would you/do you respond to issues that come before the watershed board that personally affect your situation?

I would let the other managers discuss and decide the issue. I would offer input, if asked.

11. Water is a controversial topic. How will you/do you handle disputes on the watershed board and with other entities such as county, state, or other watersheds?

With an open mind.

12. What in your opinion is the Warroad River Watershed currently doing well? How could the Warroad River Watershed improve?

The watershed is currently involved in studies that should, we hope, open the door for more opportunities for grants that will allow the watershed, along with other entities, to work more efficiently within our watershed and with other adjoining watersheds.

Do you have any other comments you wish to share?

I have enjoyed serving the watershed and feel the managers are laying the groundwork for future improvements and projects.



7-18-15

THANK-YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

WATERSHED BOARD APPOINTMENTS NOTICE

The Roseau County Board of Commissioners is accepting nominations for the following Watershed Board Appointments:

One (1) manager to the Roseau River Watershed District for a three year term beginning October 19, 2015 ending October 18, 2018. The term of Aaron Magnusson expires October 18, 2015.

Persons interested in being appointed to serve as a Watershed District Manager should contact the Roseau County Coordinator, 606 5th Avenue SW, Room 131, Roseau, MN 56751 (218-463-4248) or at annmarie.miller@co.roseau.mn.us to obtain an application. To be considered, interested persons must submit completed applications no later than 4:30 pm August 28, 2015.

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

An Equal Opportunity Employer



Region 3 Homeland Security & Emergency Management Joint Powers Board

109 South Minnesota St., Warren MN 56762

REGION THREE HOMELAND SECURITY AND EMERGENCY MANAGEMENT JOINT POWERS BOARD MUTUAL AID AGREEMENT

Emergency Management
Directors/Coordinators:

Becker County:
Craig Fontaine
(218) 850-4852

Beltrami County:
Chris Muller
(218) 333-8386

Clay County:
Bryan Green
(218) 299-7357

Clearwater County:
Neil Dolan
(218) 694-6226

Hubbard County:
Brian Halbasch
(218) 732-2588

Kittson County:
Barb O'Hara
(218) 843-2113

Lake of the Woods
County:
Jill Olson
(218) 634-4547

Mahnomen County:
TBD

Marshall County:
Josh Johnston
(218) 745-5841

Norman County:
Garry Johanson
(218) 784-5493

Pennington County:
Erik Beitel
(218) 683-7087

Polk County:
Jody Beauchane
(218) 470-8263

Red Lake County:
Mitch Bernstein
(218) 253-2996

Roseau County:
Kyle de Molee
(218) 463-3375

THIS AGREEMENT Made and entered into between the Parties listed in paragraph 2 who execute this Agreement, each acting by and through its Board pursuant to Minnesota State Statutes 471.59, which authorizes the joint cooperative exercise of powers, WITNESSETH:

1. ESTABLISHMENT AND NAME. The Parties hereby establish the Region Three Homeland Security and Emergency Management Joint Powers Board Mutual Aid Agreement, to bear the name R3HSEMJPB.

2. PARTIES. The Parties to this Agreement shall consist of as many entities in Region 3 that approve this Agreement and execute a separate signature page. At the time an entity executes this Agreement and receives a majority vote by the Joint Powers Board, it shall be deemed a Party to this Agreement. The Region Three Joint Powers Board consists of the following counties:

County of Becker
County of Beltrami
County of Clay
County of Clearwater
County of Hubbard
County of Kittson
County of Lake of the Woods
County of Mahnomen
County of Marshall
County of Norman
County of Pennington
County of Polk
County of Red Lake
County of Roseau

3. PURPOSE. Acting pursuant to Minnesota State Statutes 471.59 which authorizes the joint cooperative exercise of powers, the Parties intend to make Homeland Security equipment, personnel and other resources available to each Party upon its request to the Parties.

4. DEFINITIONS:

4.1. "Assistance" means making Homeland Security and Emergency Management, equipment, personnel and other resources available to another Party.



Region 3 Homeland Security & Emergency Management Joint Powers Board

109 South Minnesota St., Warren MN 56762

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*Roseau County:
Kyle de Molee
(218) 463-3375*

4.2. "Party" means an entity that has executed this Agreement.

4.3. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from the other Parties.

4.4. "Requesting Party" means a Party that requests Assistance from other Parties.

4.5. "Responding Official" means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide Assistance to a Requesting Party.

4.6. "Responding Party" means a Party that provides Assistance to a Requesting Party.

5. PROCEDURE:

5.1. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party or Parties to furnish Assistance.

5.2. Response to Request. Upon the request for Assistance from a Requesting Party, the Responding Official may authorize and direct its personnel to provide Assistance to the Requesting party. Whether the Responding Party provides Assistance and, if so, to what extent shall be determined by the Responding Official.

5.3. Recall of Assistance. The Responding Official may at any time recall such Assistance when in the Responding Official's best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interest of the Responding Party to do so.

5.4. Command of Scene. The Requesting Party shall be in command of the emergency scene. The equipment and personnel of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws Assistance. In the event an emergency occurs in or crosses the boundaries of more than one jurisdiction, a joint command of the affected jurisdictions should be established.

6. CHARGE TO THE REQUESTING PARTY:

6.1. Items Compensable. The Requesting Party agrees to compensate the Responding party as specified in this Agreement and in other Agreements that may be in effect between the Parties. Charges to the Requesting Party from the Responding Party shall be the actual expenses and at reasonable and customary rates for:



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- a. Equipment;
- b. Personnel;
- c. Transportation; and
- d. Meals, lodging and other related expenses.

6.2. Time Frame. (MS 471.59 (Subd. 1)) No charges will be levied by a Responding Party to this Agreement for Assistance rendered to a Requesting Party under the terms of this Agreement unless that Assistance continues for a period of more than 8 hours. If Assistance provided under this Agreement continues for more than 8 hours, the Responding Party will submit to the Requesting party an itemized bill for the actual cost of any Assistance provided after the initial 8 hour period, including salaries, overtime, equipment, materials and supplies, and other necessary expenses; and the Requesting Party will reimburse the Party providing the Assistance for that amount.

6.3. Contingency. (MS 471.59 (Subd. 2)) Such charges are not contingent upon the availability of federal or state government funds.

6.4. Invoice Time. The Responding Party shall submit an invoice the Requesting Party within 90 days of return to the home work station for all equipment, personnel, and related expenses of the Responding Party. The Requesting Party shall pay the invoice within 45 days, unless disputed. An undisputed amount shall be paid within the 45 day period.

7. DISCRETIONARY ASSISTANCE. Providing Assistance is entirely at the discretion of the Responding Party. This Agreement to provide Assistance is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

8. WORKER'S COMPENSATION. Each Party shall be responsible for injuries or death to its own personnel. Each Party will maintain worker's compensation insurance or self-insurance coverage, covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any worker's compensation benefits paid to its own employees or volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

9. LIABILITIES:

9.1. For the purposes of the Minnesota Municipal Tort Liability Act (MS 466), the employees of the Responding Party are deemed to be employees (as defined in MS 466.01, Subd. 6) of the Requesting Party.

9.2. The Requesting Party agrees to defend and indemnify the Responding



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Party against any claims brought or actions filed against the Responding Party, or any employee or volunteer of the Responding Party, for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement. Under no circumstances, however, shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in MS 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party.

9.3. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under MS 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

9.4. No Party to this Agreement or any employee of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling Assistance, both as described in this Agreement.

10. DAMAGE TO EQUIPMENT. Each Party shall be responsible for damage to its own equipment. Each Party waives the right to sue any other Party for any damage to its equipment, even if the damage was caused wholly or partially by the negligence of any other Party or its employees or volunteers.

11. ADDITIONAL PARTIES. Counties which are adjacent to a Party to this Agreement may become a Party to this Agreement by executing a separate agreement to be bound by the terms and conditions of this Agreement.

12. WITHDRAWAL. Any Party may withdraw from this Agreement by providing three months notice to the Responding Official of all other Parties of its desired withdrawal.

13. CONTACTS. Each Party shall notify all other Parties of the name, title, address, and telephone number of the authorized Requesting Official and authorized Responding Official.

Any Party changing a Requesting Official or Responding Party shall immediately notify all other Parties of such change.

Any new Party shall immediately notify all other Parties of the above information regarding the authorized Requesting Official and authorized Responding Official.



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14. NOTICES. All notices and other communications required herein shall be by mailed notice, properly addressed, with postage prepaid, to the last known address of the Requesting Official. Notices and other communications to be effective on date of mailing.

15. EXECUTION/COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the date shown on their execution.

(See attached pages for executions)



Region 3 Homeland Security & Emergency Management Joint Powers Board

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The _____ Board, having duly approved this Agreement on the _____ day of _____, 2015, and pursuant to such approval, the parties hereto agree to be bound by the provisions herein set forth.

_____ **Minnesota**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

**COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and Roseau County, Courthouse, 606 5th Avenue SW, Room 120, Roseau, MN, 56751 ("Grantee").

Recitals

- 1 Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
- 2 The State is in need of enhancing the operation of the County Veterans Service Offices. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
- 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. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant agreement

- 1.1 **Effective date: July 1, 2015** or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.
The Grantee must not begin work under this grant agreement until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work, except as permitted by Minnesota Statutes §16B.98, Subdivision 11.
- 1.2 **Expiration date: June 30, 2016**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct the County Veterans Service Office Operational Enhancement Grant Program by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, identified as Attachment A, which is attached and incorporated into this grant agreement.
- 2.3 If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, Attachment A, they shall submit a written request to the State's Authorized Representative listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

Travel and subsistence expenses incurred outside Minnesota are not approved unless the Grantee has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$ 10,000 (TEN THOUSAND DOLLARS)**.

4.2 Payment

- 4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment as specified in Clause 4.1.3 upon execution of this Grant agreement.
- 4.2.2 **Eligible Project Costs.** In order to be eligible for Project Grant Funds, cost must be reasonable, necessary, and allocated to the Project, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, and this Grant agreement.
- 4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's Duties, and shall promptly return to the MDVA any funds not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 60 days of the end of the grant period, whichever comes first.

4.3 Contracting and Bidding Requirements.

- 4.3.1 **Invoices.** Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- 4.3.2 Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- 4.3.3 Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- 4.3.4 Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

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, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound to the current MDVA Grants Manual, Attachment F as provided by the State.

10.2 **Intellectual Property Rights**

10.2.1 **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this Grant Agreement*. The “works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Agreement. “Works” includes documents. The “documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Grant Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the works and documents.

10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant agreement, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

15. Data Disclosure

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



Roseau County Request for Board Action

Agenda Item #: Consent Agenda #9 <small>(for office use only)</small>	
Requested Board Date:	August 11, 2015
Originating Department: County Attorney	
Subject Title (as it will appear on the Agenda): Tobacco Ordinance – Public Hearing Notice	Presenter: Karen Foss
Estimated Amount of Time Needed for Discussion:	
<input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Authorize a Public Hearing date of September 22, 2015, at 9:15 am to take public comment on the revised Tobacco Ordinance, (attached).	
Background:	
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None	
Agenda Classification for County Board Meeting:	
<input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other	

FOR OFFICE USE ONLY:

Board Action: Approved as Requested: _____ Denied: _____ Tabled: _____ Other: _____	Distribution/Filing Instructions:
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Roseau County Tobacco Ordinance

The County Board of the County of Roseau, Minnesota, hereby ordains:

Section 1. Authority. The Roseau County Board shall license and regulate the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products in the unorganized territory of the County, as well as in any city or town in the County that does not license and regulate retail tobacco sales. Retail establishments licensed by a city or town are not required to obtain a second license for the same location under this Ordinance. This ordinance is adopted under the authority and pursuant to the mandate of Minn. Stat. § 461.12.

Section 2. Purpose and Intent. Because the County recognizes that many persons under the age of 18 years purchase or otherwise obtain, possess, and use tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products, and such sales, possession and use are violations of both state and federal laws; because studies have shown that most smokers begin smoking before they have reached the age of eighteen (18) years and that those persons who reach the age of eighteen (18) years without having started smoking are significantly less likely to begin smoking; because the availability of inexpensive tobacco products can lead to an increase in tobacco users, particularly among younger people; and because tobacco use have been known to be the cause of several serious health problems which subsequently place a financial burden on all levels of government, this ordinance shall be intended to regulate the sale, possession, and use of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in Minn. Stat. § 144.391.

Section 3. Definitions and Interpretations. Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and plural shall include the singular. The masculine shall include the feminine and neuter and vice versa.

Subd. 1. Child-Resistant Packaging. Packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20.

Subd. 2. Cigars. Any roll of tobacco that is wrapped in tobacco leaf or in any substance containing tobacco, with or without a tip or mouthpiece, that is not a cigarette as defined in Minn. Stat. § 297F.01, Subd. 3 as may be amended from time to time.

Subd. 3. Compliance Checks. The system the County uses to investigate and ensure that those authorized to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products are following and complying with the requirements of this ordinance. Compliance checks shall also mean the use of minors who attempt to purchase tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products for education, research and training purposes as authorized by state and federal laws.

Subd. 4. Electronic Delivery Device. Any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for sales as a tobacco cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

Subd. 5. Indoor Area. The space between the floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or physical barrier, whether temporary or permanent. A standard (0.011 gauge) window screen is not considered a wall.

Subd. 6. Loosies. The common term used to refer to a single or individually packaged cigarette or cigar.

Subd. 7. Minor. "Minor" shall mean any natural person who has not yet reached the age of eighteen (18) years.

Subd. 8. Moveable Place of Business. Any form of business operated out of a truck, van, automobile, kiosk, or other type of vehicle or transportable shelter, and not a fixed address store front or other permanent type of structure authorized for sales transactions.

Subd. 9. Nicotine or Lobelia Delivery Product. Any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco or an electronic delivery device as defined in this section, not including any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation, harm reduction, or for other medical purposes, and is being marketed and sold solely for such approved

purpose.

Subd. 10. Retail Establishment. Any place of business where tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products are available for sale to the general public. Retail establishments shall include, but not limited to, grocery stores, convenience stores, restaurants and drug stores.

Subd. 11. Sale. A “Sale” shall mean any transfer of goods for money, trade, barter, or other consideration.

Subd. 12. Self-Service Merchandising. Open displays of tobacco, tobacco-related devices, electronic delivery devices, or nicotine, or lobelia delivery products in any manner where any person shall have access to the tobacco, tobacco-related devices, electronic delivery device, or nicotine or lobelia delivery products without the assistance or intervention of the licensee or the licensee’s employee. The assistance or intervention shall entail the actual physical exchange of the tobacco, tobacco-related device, electronic delivery devices, or nicotine or lobelia delivery product between the customer and the licensee or employee. Self-service merchandising shall not include vending machines.

Subd. 13. Smoke or Smoking. Inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product, or aerosol or vapor from any electronic delivery device. Smoking shall include being in possession of a lighted or heated cigarette, cigar, or pipe or any other tobacco or plant product intended for inhalation or an electronic delivery device that is turned on or otherwise activated.

Subd. 14. Tobacco or Tobacco Product. Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigarettes; cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco, and other kinds and forms of tobacco; but does not include cigarettes as defined in this section. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

Subd. 15. Tobacco-Related Device. Any pipes, rolling paper, or other device intentionally designed or intended to be used in a manner which

enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco products. Tobacco-related devices include accessories or components of tobacco-related devices, which may be marketed or sold separately.

Subd. 16. Vending Machines. Any mechanical, electric or electronic, or other device which dispenses tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products upon the insertion of money, token, other forms of payment directly in the machine by the person seeking to purchase the tobacco, tobacco related device, electronic delivery device, or nicotine or lobelia delivery product.

Section 4. License. No person shall sell or offer to sell any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product without first having obtained a license to do so from the County.

Subd. 1. Application. Any application for a license to sell shall be made on a form provided by the County. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business and telephone numbers, the name of the business for which the license is sought, and any additional information the county deems necessary. Upon receipt of a completed application, the Roseau County Auditor/Treasurer shall forward the application to the County Board for action at its next regularly scheduled board meeting. If the Roseau County Auditor/Treasurer determines that an application is incomplete, he or she shall return the application to the applicant with notice of the information necessary to make the application complete.

Subd. 2. Action. The Roseau County Board may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the County Board approves the license, the County Auditor/Treasurer shall issue the license to the applicant. If the County Board denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the decision.

Subd. 3. Term. All licenses issued under this ordinance shall be valid for one calendar year from the date of issue.

Subd. 4. Revocation or Suspension. Any license issued under this ordinance may be revoked or suspended as provided in the Violations and Penalties sections of this ordinance.

Subd. 5. Transfers. All licenses issued under this ordinance shall be valid only for the person to whom the license was issued. No transfer of any license to another person shall valid.

Subd. 6. Moveable Place of Business. No license shall be issued to a moveable place of business. Only fixed location business shall be eligible to be license under this ordinance.

Subd. 7. Display. All licenses shall be posted and displayed in plain view of the general public on the licensed premise.

Subd. 8. Renewals. The renewal of a license under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least thirty days but no more than sixty (60) days before the expiration of the current license.

Subd. 9. Issuance as privilege and not a right. The issuance of a license issued under this ordinance shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

Subd. 10. Smoking Prohibited. Smoking shall not be permitted and no person shall smoke within the indoor area of any retail establishment with a retail license. Smoking for the purposes of sampling tobacco, tobacco-related devices, or electronic delivery devices is prohibited.

Section 5. Fees. No license shall be issued under this ordinance until the appropriate license fee is paid in full. The Roseau County Board shall set the fee for a license under this ordinance.

Section 6. Training. All licensed tobacco retailers shall attend a one-hour training to learn about and comply with the federal and state laws on the sale of tobacco. A training will be performed upon issuance or renewal of a license and the training material must be pre-approved by the County.

Section 7. Basis for Denial of License.

(A) Grounds for denying the issuance or renewal of a license under this ordinance include but are not limited to the following:

1. The applicant is under the age of eighteen (18) years.
2. The applicant has been convicted within the past five (5) years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products.
3. The applicant has had a license to sell tobacco, tobacco-

related devices, electronic delivery devices, or nicotine or lobelia delivery products suspended or revoked within the preceding twelve (12) months of the date of application.

4. The applicant is prohibited by federal, state or other local law ordinance or other regulation, from holding such a license.

5. The applicant fails to provide any information required on the application or provides false or misleading information.

6. The applicant fails to complete any training required under Section 6 of this ordinance.

(B) However, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the County must deny the license.

(C) If a license is mistakenly issued or renewed to any person, it shall be revoked upon the discovery that the person was ineligible for the license issued under this ordinance.

Section 8. Prohibited Sales. It shall be a violation of this ordinance for any person to sell or offer to sell any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product:

A. To any person under the age of eighteen (18) years.

B. By means of any type of vending machine, except as may otherwise be provided in this ordinance.

C. By means of loosies as defined in Section 3 Subd 6 of this ordinance.

D. Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process.

E. By any other means, to any other person, or in any other manner or form prohibited by federal, state, or local law, ordinance provisions, or other regulation.

Section 9. Cigars. No person shall sell, offer for sale, or otherwise distribute cigars in packages containing four or fewer cigars for a sales price, after any coupons, multipack or buy-one-get-one-deals, or any other discounts are applied and before sales taxes are imposed, of less than \$2.00 per cigar contained within.

Section 10. Liquid Packaging. Any liquid, whether or not such liquid contains nicotine, intended for human consumption and sold for use in an electronic delivery device must be in child-resistant packaging. Upon request, a licensee shall provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

Section 11. Vending Machines. It shall be unlawful for any person licensed under this ordinance to allow the sale of tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products by means of a vending machine unless minors are at all times prohibited from entering the licensed establishment.

Section 12. Self-Service Sales. It shall be unlawful for a licensee under this ordinance to allow the sale of tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products by any means whereby the customer may have access to such items without having to request the item from the licensee or the licensee's employee and whereby there is not a physical exchange of the tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product between the licensee or his or her clerk and the customer. All tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public.

Section 13. Responsibility. All licensees under this ordinance shall be responsible for the actions of their employees in regard to the sale of tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products on the licensed premises, and the sale of such an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the County from also subjecting the clerk of whatever penalties are appropriate under this ordinance, state or federal law, or applicable law on regulation.

Section 14. Compliance Checks and Inspections. All licensed premises shall be open to inspection by the County Sheriff or other authorized County official during regular business hours. From time to time, but at least once per year, the County shall conduct compliance checks by engaging with the written consent of their parents or guardians, minors over the age of fifteen (15) years but less than eighteen (18) years, to enter the license premises to attempt to purchase tobacco, tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery products. Minors used for the purpose of compliance checks shall be supervised by law enforcement officers or other designated county personnel. Minors used for compliance checks shall not be guilty of the unlawful purchase or attempted purchase, nor the unlawful possessions of tobacco, tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery products when such items are obtained or attempted to be obtained as part of the compliance check. No minor

used in compliance checks shall attempt to use a false identification misrepresenting the minor's age, and all minors lawfully engaged in a compliance check shall answer all question about the minor's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular state or federal law.

Section 15. Other Illegal Acts. Unless otherwise provided, the following acts shall be a violation of this ordinance:

Subd. 1. Illegal Sales. It shall be a violation of this ordinance for any person to sell or otherwise provide any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product to a minor.

Subd. 2. Illegal possession. It shall be a violation of this ordinance for any minor to have in the minor's possession any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product. This shall not apply to minors lawfully involved in a compliance check.

Subd. 3. Illegal Use. It shall be a violation of this ordinance for any minor to smoke, chew, sniff or otherwise use any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.

Subd. 4. Illegal procurement. It shall be a violation of this ordinance for any minor to purchase or attempt to purchase or otherwise obtain any tobacco, tobacco-related device, electronic delivery device, or nicotine or nicotine lobelia delivery product and it shall be a violation of this ordinance for any person to purchase or to otherwise obtain those items on behalf of a minor. It shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any tobacco, tobacco tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.

Subd. 5. Use of False Identification. It shall be a violation of this ordinance for any minor to attempt to disguise the minor's true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

Section 16. Violations.

Subd. 1. Notice. Upon discovery of a suspected violation, the alleged violator shall be issued either personally or by mail, a citation that sets forth the alleged violation and which shall inform the alleged violator of his or her right to be heard on the accusation.

Subd. 2. Hearings. Within fifteen (15) days of receiving a citation, a person accused of violating this ordinance may request in writing a hearing on the matter. The hearing shall be scheduled with the time and place of which published and provided to the accused violator.

Subd. 3. Hearing Officer. The County official designated by the Roseau County Board shall serve as the hearing officer. The hearing officer must be an impartial employee of the County or an impartial person retained by the County to conduct the hearing.

Subd. 4. Decision. If the hearing officer determines that a violation of this ordinance did occur, that decision along with the hearing officer's reasons for finding a violation and the penalty to be imposed under Section 17, shall be recorded in writing, a copy of which shall be provided to the county and the accused violator. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty; such findings shall be recorded in writing, a copy of which shall be provided to the county and the acquitted accused violator.

Subd. 5. Appeals. Appeals of the decision made by the hearing officer, shall be filed in the District Court for the County of Roseau, State of Minnesota. The Appeal shall be filed within fifteen (15) days of receipt of the decision.

Subd. 6. Misdemeanor Prosecution. Nothing in this section shall prohibit the county from seeking prosecution as a misdemeanor for any alleged violation of this ordinance.

Subd. 7. Continued Violation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

Section 17. Penalties.

Subd. 1. Licensees. Any licensee found to have violated this ordinance, or whose employee shall have violated this ordinance, shall be charged an administrative penalty of **\$100.00** for a first violation of this ordinance; **\$200.00** for a second offense at the same licensed premises within a twenty-four (24) month period; and **\$300.00** for a third an subsequent offense at the same location within a twenty-four (24) month period. In addition, after the third offense, the license shall be suspended for not less than **six (6) months**.

Subd. 2. Other Individuals. Other individuals, found to be in violation of this ordinance shall be charged an administrative penalty of **\$100.00** for the first violation, **\$200.00** for the second

violation within a twelve (12) month period, and \$300.00 for a third violation within a twelve (12) month period.

Subd. 3. Minors. Minors found in unlawful possession of or who unlawfully purchase or attempt to purchase, tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products shall be subject to an administrative fine, or may be subject to tobacco-related education classes, diversion programs, community services, or another penalty that the County believes will be appropriate and effective. The administrative fine or other penalty shall be established by County Board upon consultation with interested parties of the courts, educators, parents and children to determine an appropriate penalty. This administrative fine or other penalty may also be established by ordinance and amended from time to time. **A minor who is the clerk, sells cigarettes to someone underage, is treated like any other employee who violates the county ordinance, or violates the law.**

Section 18. Exceptions and Defenses. Nothing in this ordinance shall prevent the providing of tobacco or tobacco-related devices to a minor as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this ordinance for a person to have reasonably relied on proof of age as described by state law.

Section 19. Severability and Savings Clause. If any section or portion of this ordinance shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that finding shall not serve as invalidation or effect the validity and enforceability of any other section or provision of this ordinance.

Section 20. Adoption of This Ordinance.

This ordinance is hereby adopted by the Roseau County Board of Commissioners

on the _____ day of _____, 2015.



Roseau County Request for Board Action

Agenda Item #: Consent Agenda #10 <small>(for office use only)</small>	
Requested Board Date:	August 11, 2015
Originating Department: County Attorney	
Subject Title (as it will appear on the Agenda): Clean Air Ordinance – Public Hearing Notice	Presenter: Karen Foss
Estimated Amount of Time Needed for Discussion:	
<input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Authorize a Public Hearing date of September 22, 2015, at 9:20 am to take public comment on the proposed Clean Air Ordinance, (attached).	
Background:	
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None	
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other	

FOR OFFICE USE ONLY:

Board Action: Approved as Requested: _____ Denied: _____ Tabled: _____ Other: _____	Distribution/Filing Instructions:
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Roseau County
Clean Air Ordinance for
Indoor Public Places and Places of Work

The County of Roseau, State of Minnesota, ordains:

Section 1. Purpose or Findings.

Tobacco smoke is a leading cause of disease in nonsmokers and a major source of indoor air pollution. Secondhand smoke causes heart disease, lung cancer, respiratory infections, decreased respiratory function and other health problems. Secondhand smoke kills an estimated 35,000 to 62,000 Americans each year from heart disease. Secondhand smoke also causes an estimated 7,000 lung cancer deaths in American each year.

These effects are well documented, and numerous medical and scientific authorities, including the American Medical Association, the Surgeon General, the National Institute on Occupational Safety and Health, the National Cancer Institute, the Environmental Protection agency, the National Academy of Sciences, the National Toxicology Program and the World Health Organization have recognized the deadly effects of exposure to secondhand smoke. The proposed Framework Convention on Tobacco Control, a global treaty negotiated by more than 190 countries, declares, "Scientific evidence has unequivocally established that exposure to tobacco smoke causes death, disease and disability."

There is no safe level of exposure to tobacco smoke. Science has been unable to find any level of dilution at which smoke does not cause cancer. Neither the separation of smokers and nonsmokers, nor the introduction of new ventilation systems, can eliminate the health hazards caused by secondhand smoke.

Employees in smoky workplaces are at special risk. One study has estimated that working in a smoky bar for eight hours is equivalent to smoking 16 cigarettes. Also at special risk are children, elderly people, and those with cardiovascular disease or impaired respiratory function, including people with asthma and those with obstructive airway disease.

Unregulated electronic delivery devices, commonly referred to as electronic cigarettes or e-cigarettes, closely resemble and purposefully mimic the act of smoking by having users inhale vaporized liquid nicotine and other substances created by heat through an electronic ignition system. After testing a number of e-cigarettes from two leading manufacturers, the Food and Drug Administration (FDA) determined that various samples tested contained not only nicotine but also detectable levels of known carcinogens and toxic chemicals, including tobacco-specific nitrosamines and diethylene glycol, a toxic chemical used in antifreeze. The FDA's testing also suggested that quality control processes used to manufacture the products are inconsistent or non-existent. ("Summary of results: Laboratory

analysis of electronic cigarettes conducted by FDA, “Food and Drug Administration, July 22, 2009; <http://www.fda.gov/NewsEvents/PublicHealthFocus/ucm173146.htm>.)

E-cigarettes produce a vapor of undetermined and potentially harmful substances, which may appear similar to smoke emitted by traditional tobacco products. Their use in workplaces and public places where smoking of traditional tobacco products is prohibited creates concern and confusion and leads to difficulties in enforcing the smoking prohibitions.

Objective evidence does not bear out the fear that elimination of public smoking will harm a community’s economy or result in a net loss of jobs in restaurants and bars. On the contrary, many independent economic studies have shown that the elimination of smoking has no material economic impact on a community. These studies are drawn from the experience of hundreds of communities that have successfully delimited smoking in workplaces and public places. In addition to Minnesota, California, Connecticut, Delaware, Maine, and New York are among the states that have adopted laws ending all smoking in bars, restaurants, and other public places, as have the nations of Ireland, New Zealand and Norway.

By reducing the exposure of young people to adult smoking and unhealthy role modeling, elimination of smoking & vaping in public places furthers Minnesota’s goal of reducing youth smoking.

There is no legal or constitutional “right to smoke.” Business owners have no legal or constitutional right to expose their employees and customers to toxic chemicals, whether in tobacco smoke or otherwise. On the contrary, employers have a common law duty to provide their workers with a workplace that is not unreasonably dangerous.

Accordingly, the Roseau County Board finds and declares that the purpose of this ordinance is to:

- (1) Protect the public health, welfare and safety by better ensuring the ability of citizens to breathe safe and uncontaminated air;
- (2) Affirm that the right to breathe has priority over the desire to smoke; and
- (3) Protect vulnerable populations, including employees, children, the elderly and those with chronic health conditions.

Section 2. Jurisdiction.

Pursuant to Minn. Stat. § 145A.04-.05, this ordinance shall apply throughout all of Roseau County including the municipalities therein.

Section 3. Definitions.

- (a) **"Electronic Delivery Device"** means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. The term includes any such devices, whether they are manufactured, distributed, marketed or sold as e-cigarettes, e-cigars, e-pipes, or under any other product name or descriptor.
- (b) **"Indoor Area"** means all space between a floor and a ceiling as bounded by walls, doorways, or windows, whether opened or closed, covering more than 50 percent of the combined surface area of the vertical panes constituting the perimeter of the area. A wall includes a retractable divider, garage door, or other physical barrier, whether temporary or permanent. A standard (0.011 gauge screen with an 18 by 16 mesh count is not considered a wall.
- (c) **"Other Person in Charge"** means the agent of the proprietor authorized to provide administrative direction to, and general supervision of, the activities within a public place or place of employment at any given time.
- (d) **"Place of Employment"** means any indoor area where one or more individuals perform any type of service for consideration of payment under any type of contractual relationship, including but not limited to an employment relationship with or for a private corporation, partnership, individual, or government office. This term includes any location where one or more individuals gratuitously perform services for which individuals are ordinarily paid. A place of employment includes, but is not limited to, public conveyances, factories, warehouses, offices, retail stores, restaurants, bars, banquet facilities, theaters, food stores, banks, financial institutions, employee cafeterias, lounges, auditoriums, gymnasiums, restrooms, elevators, hallways, museums, libraries, bowling establishments, employee medical facilities, and rooms or areas containing photocopying equipment or other office equipment used in common. Vehicles used in whole or in part for work purposes and places of employment during hours of operation if more than one person is present. An area in which work is performed in a private residence is a place of employment during hours of operation if:
- (1) The homeowner uses the area exclusively and regularly as a principal place of business and has one or more on-site employees; or

- (2) The homeowner uses the area exclusively and regularly as a place to meet or deal with patients, clients, or customers in the normal course of the homeowner's trade or business.
- (e) **"Proprietor"** means the party who ultimately controls, governs, or directs the activities within the public place or place of employment regardless of whether the party is owner or lessee of the public place or place of work. The term "proprietor" may apply to a corporation as well as an individual.
- (f) **"Public Meeting"** includes all meetings open to the public pursuant to the Minnesota Open Meeting Law.
- (g) **"Public Place"** means any indoor area used by the general public, including, but not limited to, restaurants, bars, any other food or liquor establishment, retail stores and other commercial establishments, public schools as defined in Minn. Stat § 120A.05, subds. 9, 11, and 13, other educational facilities, hospitals, nursing homes, auditoriums, arenas, meeting rooms, and common areas of rental apartment buildings.
- (h) **"Public Transportation"** means any public means of transportation including light and commuter rail transit; buses; enclosed bus and transit stops; taxis, vans, limousines, and other for-hire vehicles other than those being operated by the lessee; and ticketing, boarding and waiting areas in public transportation terminals.
- (i) **"Smoke" or "Smoking"** means the inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe or any other tobacco or plant product, or inhaling or exhaling aerosol or vapor from any electronic delivery device. Smoking shall include being in possession of a lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product intended for inhalation or an electronic delivery device that is turned on or otherwise activated.

Section 4. Prohibitions.

Subd. 1. Public Places, Places of Employment, Public Transportation, and Public Meetings. Except as otherwise provided in this ordinance, smoking shall not be permitted and no person shall smoke in a public place, a public meeting, in a place of employment, and in public transportation.

Subd. 2. Building Entrances. Smoking is prohibited within ten (10) feet of entrances and exits, windows and ventilation intakes of public places and places of employment.

Subd. 3. Daycare & Foster Care Premises. **Smoking is prohibited in all licensed childcare and foster care centers licensed under Minnesota Rules or in family homes or in-group family daycare provider home licensed under Minnesota Rules. There are exceptions (for emergency placement with family members, as well as some uses in Native American homes). If a “smoking” foster home is the best temporary, safe option for the child, he or she may not be removed.**

Subd. 4. Health Care Facilities and Clinics. Smoking is prohibited in any area of a hospital, healthcare clinic, doctor’s office, licensed residential facility for children, or other health care-related facility, except that a patient or resident in a nursing home, boarding care facility, or licensed residential facility for adults may smoke in a designated separate, enclosed room maintained in accordance with applicable state and federal law.

Except as provided in Minn. Stat. § 246.0141, smoking by patients in a locked psychiatric unit may be allowed in a separate well-ventilated area in the unit under a policy established by the administrator of the program that allows the treating physician to approve smoking, if in the opinion of the treating physician, the benefits to be gained in obtaining patient cooperation with treatment outweigh the negative impacts of smoking.

Subd. 5. Public Transportation Vehicles. Smoking is prohibited in public transportation vehicles except that the driver of a transportation vehicle may smoke if the vehicle is being used for personal use. For purposes of this subdivision, “personal use” means that the public transportation vehicle is being used by the driver for private purposes and no for-hire passengers are present. If a driver smokes under this subdivision, the driver must post a conspicuous sign inside the vehicle to inform passengers.

Section 5. Permitted Smoking.

Subd. 1. Scientific Study Participants. Smoking by participants in peer reviewed scientific studies related to the health effects of smoking may be allowed in a separated room ventilated at a rate of 60 cubic feet per minute per person pursuant to a policy that is approved by the commissioner and is established by the administrator of the program to minimize exposure of nonsmokers to smoke.

Subd. 2. Traditional Native American Ceremonies. This ordinance does not prohibit smoking by a Native American as part of a traditional Native American spiritual or cultural ceremony. For purposes of this section, a

Native American is a person who is a member of an Indian tribe as defined in Minn. Stat. § 260.755, subd. 12.

Subd. 3. Private Places. Except as provided in Section 4, nothing in this ordinance prohibits smoking in private homes, private residences, or private automobiles when they are not in use as a place of employment as defined in this ordinance.

Subd. 4. Heavy Commercial Vehicles. This ordinance does not prohibit smoking in the cabs of motor vehicles registered under Minn. Stat. § 168.013, subd. 1e, with a total gross weight of 26,001 pounds or greater.

Subd. 5. Farm Vehicles and Construction Equipment. This ordinance does not prohibit smoking in farm trucks, as defined in Minn. Stat. § 168.002, subd. 8; implements of husbandry, as defined in Minn. Stat. § 168A.01, subd. 8; and special mobile equipment, as defined in Minn. Stat. § 168.002, subd. 31. This subdivision applies to farm trucks, implements of husbandry, and special mobile equipment, when being used for their intended purposes.

Subd. 6. Family Farms. This ordinance does not prohibit smoking in the house, garage, barns, and other buildings on a family farm that meets the following criteria:

The family farm is engaged in farming, as defined in Minn. Stat. § 500.24, subd. 2, or meets the definition of family farm under Minn. Stat. § 500.24, subd. 2, (b), (c), (j), or (l); and the family farm employs two or fewer persons who are not family members.

Subd. 7. Theatrical Productions. This ordinance does not prohibit smoking by actors and actresses as part of a theatrical performance conducted in compliance with all applicable regulations. Notice of smoking in a performance shall be given to theater patrons in advance and shall be included in performance programs.

Section 6. Responsibilities of Proprietors.

The proprietor or other person, firm, limited liability company, corporation or other entity that owns, leases, manages, operates, or otherwise controls the use of a public place, public transportation, place of employment or public meeting shall make reasonable efforts to prevent smoking in the public place, public transportation, place of employment or public meeting by:

Posting “No Smoking” signs that comply with the Minnesota Clean Indoor Air Act Rules (Minnesota Rules), part 4620.0500, as amended from time to time.

Ensuring that smoking equipment, including but not limited to ashtrays, lighters, and matchbooks, are not provided in any area where smoking is prohibited. Asking any person who smokes in an area where smoking is prohibited to refrain from smoking and, if the person does not refrain from smoking after being asked to do so, asking the person to leave. If the person refuses to leave, the proprietor, person, or entity in charge shall handle the situation consistent with lawful methods for handling other persons acting in a disorderly manner or as a trespasser.

The proprietor or other person or entity in charge may not serve or service an individual who is acting in violation of this subdivision.

Section 7. Additional Private Prohibitions.

Nothing in this ordinance prevents the proprietor or other person in charge of any place, including, without limitation, any private residence, motor vehicle or outdoor space, from prohibiting smoking in any such place.

Section 8. Retaliation Prohibited. No person or employer shall discharge, refuse to hire, or in any manner retaliate against any employee, applicant for employment or customer because the employee, applicant or customer exercises any right to a smoke-free environment afforded by this ordinance or other law.

No proprietor, person or entity in charge of a public place, public meeting place of employment, or public transportation may retaliate or take adverse action against an employee or other person who, in good faith, reports a violation of this ordinance to the proprietor or person in charge of the public place, public meeting, place of employment, or public transportation.

Section 9. Employees Rights Preserved.

An employee who consents to work in a setting where smoking is allowed does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

Section 10. Other Applicable Laws.

This ordinance is intended to complement and go beyond the Minnesota Clean Indoor Air Act, Minn. Stat. §§ 144.411-144.417, as amended from time to time. Nothing in this ordinance authorizes smoking in any location where smoking is prohibited or restricted by any other laws or applicable regulations.

Section 11. Violations and Penalties.

Subd. 1. Smoking Where Prohibited. It is a violation of this ordinance for any person to smoke in an area where smoking is prohibited by this ordinance, or to smoke in an area where smoking is prohibited by a private

policy established by the proprietor or other person in charge of the area, as authorized by Section 7 of this ordinance.

Subd. 2. Proprietors. It is a violation of this ordinance for the proprietor, person, or entity that owns, leases, manages, operates, or otherwise controls the use of an area in which smoking is prohibited under this ordinance to knowingly fail to comply with the provision of this ordinance.

Subd. 3. Penalties. A person who violates any provision of this ordinance shall be guilty of a petty misdemeanor. A person who violates any provision of this ordinance within one year after having been determined having committed a previous violation shall be guilty of a misdemeanor. Each day of violation constitutes a separate offense.

Subd. 4. Enforcement. This ordinance shall be enforced by the Roseau County Sheriffs Department or other enforcement agencies designated by the County.

Section 12. Severability.

If any portion of this ordinance, or its application to any circumstances, is held invalid, the remaining provisions shall be considered severable, and shall be given effect to the maximum extent possible.

Section 13. Adoption of This Ordinance.

This Ordinance is hereby adopted by the Roseau County Board of Commissioners

the _____ day of _____, 2015.



UNIFORM HIRING POLICY

1.1 Policy Statement

Employment of competent and qualified employees in compliance with all pertinent laws and government regulations is essential to the County's success. To ensure a consistent and effective employment program, the County has officially adopted this Policy.

1.2 Authorization to Establish Positions

The County Board possesses the sole authority to establish new positions and to approve filling of all vacancies not governed by elected official authority.

1.3 Procedure for Filling a Vacancy or a New Position

When there is a **regular full-time**, **regular part-time**, or a **temporary** employment vacancy, or a need to establish a **new position** within a department, the following procedures shall be followed in filling said vacancy/position:

- a. The Department Head will notify the County Coordinator of the vacancy, or need for a new position, through a Request for Board Action (RBA).
- b. The request will be presented to the County Board by the Coordinator and Department Head.
- c. Upon approval of the Board, the position will be advertised according to MN Statutes, (the format for the Ad will be provided by the Coordinator's Office).
- d. County employment applications will be provided to the Department Head by the Coordinator's Office, and may be accessible via the County web site.
- e. Completed applications will be kept on-file in the Coordinator's Office and a database of applicants will be created.
- f. Applicants will be screened for qualifications and/or tested by the Department Head. The Department Head will determine which applicants will be interviewed; but, they must follow the "Veterans Preference Point System" format provided by the Coordinator's Office.
- g. Interviews will be conducted in accordance with MN Statutes by the Department Head and an interview team selected by said Department Head. For positions considered "exempt" per the Fair Labor Standards Act (FLSA), the interview team shall consist of at least one County Commissioner. The Department Head

and Coordinator will draft the applicable questions. (Note: The County Board has the authority to be present for [all](#) interviews)

h. The Department Head shall make a hiring recommendation to the County Board and the Board will take action on the recommendation.

i. If the County Board rejects the recommendation presented by the Department Head, and the position is considered "exempt" as defined by the FLSA, then the Board and the Department Head shall preside over the hire by conducting additional interviews, selecting the candidate, and establishing the rate of pay and start date.

ji.—The chosen applicant will be verbally notified of selection by the Department Head. The Department Head will send a formal offer letter, as provided by the Coordinator's Office, as the official notification of employment. The prospective employee must sign and return one copy of the official notification.

kj. Background checks will be conducted by the Coordinator's Office, in coordination with the Department Head, on all employees hired by Roseau County and, if requested, the chosen applicant must obtain a fitness for duty test, medical examination and/or a psychological examination.

lk. Unsuccessful applicants will be notified by the Coordinator's Office following the hiring decision of the County Board.

ml. Interview notes and applications must be returned to the Coordinator's office upon-completion of the interview process.

nn. The Roseau County Board shall administer the hiring of all Department Heads, per the procedures outlined in this Policy.

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1.4 **Procedure for Filling a Seasonal Vacancy**

Department heads do not need County Board approval to hire or replace **seasonal** employees provided the position and/or hours have been approved in the Department budget. However, a systematic hiring procedure must be utilized and documented by the Department Head. In the event the position or hours are not approved in the budget, the Department Head will present the request to the County Board for action. Upon approval of the County Board, the Department Head can fill the **seasonal** position at their discretion.

1.5 **Policy for Emergency Hiring**

In the event a Department Head has an emergent need to fill a position, or positions, based on public safety, the Department Head shall hire at will to fill said vacancy, or vacancies, without regard to the procedures of the Uniform Hiring Policy of Roseau County.

1.6 **Reassignment of Duties**

Department Heads shall have the authority to reassign duties to employees with the same job title within their department. Such changes shall be at the discretion of the Department Head to enhance the efficiency of the department and/or to respond to changed requirements. Such activity shall not be subject to vacancy/new position policies. Transfers of employees with the same job description to new departments shall be subject to all policies for vacancy/new positions.

1.7 **Orientation**

- a. The Department Head shall be responsible for orienting new employees to the Roseau County Employee Handbook, provided by the Coordinator's Office, and reviewing the following primary policies:
 1. Job duties and responsibilities;
 2. Hours of work, lunch and rest periods;
 3. Layout of facility;
 4. Performance reviews;
 5. Recording of hours worked;
 6. Vacation schedule;
 7. Holiday schedule;
 8. Sick leave;
 9. Other leaves of absence;
 10. Reporting of leave (sick, vacation, holiday and other leaves of absence);
 11. Overtime;
 12. Expense reimbursement, if applicable;
 13. Compensation schedule;
 14. Other County and departmental policies and rules.

- b. The Auditor's Office shall be responsible for orienting new employees to:
 1. Payroll procedures;
 2. Payroll Records;
 3. Key/access control policy and will issue keys/FOB.

- c. The Coordinator's Office will be responsible for:
 1. Health/Life Insurance Benefits;
 2. Other Optional Benefits;
 3. Issuing the Employee Handbook;
 4. Personnel Records, (including applicable Payroll Records);
 5. E-mail set up and adding name to phone directory.

1.8 **Internal Transfer Policy**

The County Board allows employees to apply for open positions as advertised within the County. If an employee is selected for the open position in another department and chooses to transfer to that position, the employee retains their original hiring date.

1.9 Promotion Policy

The County Board supports and encourages professional development of its employees. Should an employee be offered a promotion within their department, that employee retains their original hire date and moves to the applicable grade for the position, (ie. to the grade/step that is higher than, but closest to, their current rate). Situations where the promotion involves a change of 2 or more grades, or a promotion that requires the employee to master a completely different set of knowledge and skills, will be handled on a case-by-case basis based on the recommendation of the Department Head and approval of the County Board.

1.10 Rehire

Previous Roseau County employees who have left employment in good standing can apply for open positions within Roseau County. Previous employment with the County does not guarantee future employment. Re-employment will be considered based upon qualifications for the open position, and the provisions outlined in this Policy.

Roseau County may at times hire persons who have separated employment for purposes of retirement. If so, Roseau County will follow State and Federal regulations and PERA guidelines.



Roseau County Request for Board Action

Agenda Item #: Department Reports #1a <small>(for office use only)</small>	
Requested Board Date:	August 11, 2015
Originating Department: Highway	
Subject Title (as it will appear on the Agenda): Assistant Engineer-Maintenance Hire	Presenter: Brian Ketring
Estimated Amount of Time Needed for Discussion:	
<input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: The recommendation is to hire Ryan Murray for the Assistant Engineer-Maintenance position at Grade 10, Step A. His starting date would be August 26, 2015.	
Background:	
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None	
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other	

FOR OFFICE USE ONLY:

Board Action: Approved as Requested: _____ Denied: _____ Tabled: _____ Other: _____	Distribution/Filing Instructions:
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Roseau County Board
August 2015
Glenda A. Phillippe
District One

July 28 – Roseau County Board - Roseau
July 29 – Warroad Parks and Rec – Warroad

August 4 – Operations – Roseau
August 4 – COW – Roseau
August 5 – LDSAAA – TRF

JACK SWANSON COMMITTEE REPORTS

JULY 29, 2015 - RANDY PRACHAR/ MINNESOTA DNR; on county land sale issues related to county rec land adjacent to Roseau River WMA

JULY 29, 2015 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY; Tamarack Place apartments

JULY 30, 2015 - NORTHWEST MINNESOTA FOUNDATION; met with Nancy Vysocil and Caryl Turnow on funding for NW MN Foundation

AUGUST 3, 2015 - ROSEAU CITY COUNCIL; Coalition of Greater Minnesota Cities representative Bradley Peterson said Roseau LGA for 2016 would be \$662,000

AUGUST 4, 2015 - OPERATIONS COMMITTEE

AUGUST 4, 2015 - COMMITTEE OF THE WHOLE

AUGUST 5, 2015 - HEARINGS ON MINNESOTA POWER PREFERRED ROUTES FOR GREAT NORTHERN TRANSMISSION LINE

AUGUST 5, 2015 - COMMUNITY JUSTICE COORDINATING COMMITTEE

AUGUST 7, 2015 - ASSOCIATION OF MINNESOTA COUNTIES EXECUTIVE COMMITTEE TELECONFERENCE

AUGUST 7, 2015 - ASSOCIATION OF MINNESOTA COUNTIES STRATEGIC PLANNING/ GOVERNANCE COMMITTEES TELECONFERENCE

AUGUST 10, 2015 - ASSOCIATION OF MINNESOTA COUNTIES GOVERNANCE COMMITTEE