
September 11, 2012

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on September 11, 2012 at 8:30 a.m. in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

8:30 Call to Order

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

8:45 Delegations/Board Appointments/Public Comments*

1. Britt Dahl - Roseau County Historical Society
2. Scott Johnson – Roseau County Soil and Water Conservation District

9:30 Consent Agenda

1. Proceedings
2. Benefit Payout
3. 2012 – 2013 Geo-Com Contract
4. Roseau County Soil and Water Conservation District 2013 Northern Resources Block Grant and Allocation and Contribution Plan
5. Roseau County Trailblazers 2012 – 2013 Maintenance and Grooming Contract
6. Office of Justice Crime Victim Services Grant Agreement

9:45 County Committee Reports

Insurance Committee

1. 2013 Insurance Recommendations

Operations Committee

1. Rural Business Enterprise Grant Loan Committee Appointments

10:15 BREAK

10:30 Department Reports

Auditor's Office

1. 2013 Preliminary Levy
2. 2013 Preliminary Budget
3. GASB 54 Policy
4. Tax Forfeited Land Sale
5. University of Minnesota and Roseau County Extension Memorandum of Agreement

11:00 County Board Items

1. Roseau River Watershed Board Appointments
2. Two Rivers Watershed Board Appointments
3. Commissioner Committee Reports

11:30 Unfinished Business

11:30 Adjourn

***Limited to five minutes**

ITEM # Historical Soc Appt.

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Dahl, Britt ▼	RCHS ▼	Sep ▼	11 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
Roseau County Historical Society

***Background (Provide sufficient detail of the subject):**
Britt Dahl, on behalf of the Roseau County Historical Society, will meet with the Board to discuss the Historical Society's 2013 allocation.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Ann Marie Miller, Board Clerk



Roseau County Historical Society & Museum
121 Center Street East, Suite 101
Roseau, MN 56751

August 27, 2012,

Roseau County Courthouse
Jeff Pelowski, County Coordinator
606 5th Avenue SW Room 131
Roseau MN 56751

Dear Mr. Pelowski,

The Roseau County Historical Society has an appointment with the county commissioners on Tuesday, September 11, 2012 to discuss the historical society's 2013 allocation.

This last year has been filled with traveling exhibits and special events and programs. We would like to thank you for approving the requested funds, allowing us to purchase more lighting fixtures. They are a great benefit in the museum with current exhibits and will be for years to come with future exhibits.

The museum will host a Minnesota Historical Society (MHS) Traveling Exhibit, *Minnesota Disasters*, (opening September 10, 2012). In addition to the traveling exhibit we will create Roseau County disaster exhibits such as the tornadoes that have touched down, the various wind storms that the county has experienced, county flooding in 2002 and other years, along with other types of county disasters. This exhibit will be here for an extended run, possibly staying until February, and in that time our hopes are to work with disaster relief organizations through programs and events in hope of raising awareness and preparedness of students and residents of the county.

We are also fortunate to be able to host another MHS Traveling Exhibit, *Electrifying Minnesota*, in 2013. Hosting exhibits such as these, allows the museum to add more history to the archives.

Within this packet, you will find the current list of Roseau County Historical Society Board of Directors, the 2011 Society's Annual Report and financial statement, and the 2013 proposed budget for you to review prior to the meeting.

Thank you for your continued partnership in preserving the history and heritage of Roseau County.

Sincerely,

Britt Dahl, Exc. Director

Glenn Holm, RCHS President

Phone - 218-463-1918 Fax 218-463-1252
Website - www.roseauhistoricalsociety.org
E-mail - rchsroseau@mncable.net

Dedicated to collecting, preserving, and disseminating Roseau County history.

Roseau County Historical Society

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Historical
Society est.
1927

2011

**Roseau County Historical Society
May 2012 Board of Directors**

Glenn Holm, President

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218-689-0994 218.463.2223
gholm65@hotmail.com

Harriet Heinen – Vice President

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Lola Grafstrom, Secretary

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Helen Wagner, Treasurer

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Ida Novacek

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Irene Olson

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Jeff Pieterick

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Greenbush MN 56726
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Sheila Winstead

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ROSEAU COUNTY HISTORICAL SOCIETY

2011 ANNUAL REPORT

The Roseau County Historical Society was organized in 1927 by individuals who recognized the need to maintain a history of the county. The Minnesota Historical Society designated the Roseau County Historical Society as the official county organization. The historical society is a 501 (C) 3 non-profit organization.

The mission of the Roseau County Historical Society is to collect, preserve, and disseminate knowledge about the history of Roseau County and to relate it to the State of Minnesota as it pertains to Article II, sections 1, 2, and 3 in the historical society's by-laws. This includes preserving written materials, electronic data/media, photographs, and three-dimensional items. The Roseau County Historical Society is the sole owner of its collection.

The Roseau County Historical Society (hereafter referred to as RCHS, historical society or society) operates the Roseau County Historical Museum and Interpretive Center, which houses the county archive and artifact collections and serves as the hub for the society's activities.

Twelve trustees govern the historical society. The 2011 board of directors were Glenn Holm (Roseau) – President; Harriet Heinen (Warroad)- Vice President elected May 2011; Lola Grafstrom (Salol), Secretary, Helen Wagner (Roseau), Treasurer; Darrell Borgen (Badger), Eva-Jayne Krueger (Warroad), Ida Novacek (Roseau), Jeff Pieterick (Greenbush), Bruce Olson (Badger), Irene Olson (Roseau), Jolene Juhl (Greenbush), and Sheila Winstead (Roseau).

Visitors

In 2011, 8,997 individuals attended historical society/museum on-site exhibits and programs. Visitors were from twenty-four states, Canada, Germany, Holland, Netherlands, and United Kingdom. RCHS off-site exhibits and programs were seen at the Roseau County Fair, Warroad Senior Living Center, Oakcrest Senior Living Center, in county schools by approximately 11,000 plus 244,000 during an Olympic hockey uniform exhibit at the Grand Forks Ralph Engelstad Arena where Roseau resident Don Ross' Olympic collection was displayed.

2011 Programs/Events and Exhibits

The Roseau County Historical Society and Roseau Public Library hosted the second North Dakota Museum of Art (NDMOA) exhibit, the Jim Dow "Marking the Land" photograph exhibit during February. It was made possible by a Met Life grant to NDMOA. RCHS and Roseau High School received a Legacy Arts and Culture Heritage grant from the Northwest Minnesota Arts Council for a NDMOA Artist-in-Residence for art educator Mary Vatnsdal's class. Guillermo Guardia taught advanced clay techniques to four classes with their work displayed at the county museum and in the library in Roseau.

Roseau County Commissioner Glenda Phillipe opened the March 2011 One Woman exhibit and program. Nineteen women were selected for their community service: Gladys Paulson - City of Badger, Alice Miller - Barnett Township, Alpha Darst - Barto Township, Marianne Kristofferson - Enstrom Township, Alice Erickson-Falun Township, Adele Folland - City of Greenbush, Pearl Loe - Grimstad Township, Avis Wiskow - Huss Township, Helen Bergland - Jadis Township, Lillian Nelson - Malung Township, Sadie Rygh - Mickinock Township, Dorothy Brinkman - Mickinock Township, Clarice Billberg - Palmville Township, Alma Melquist Skime - Reine Township, Annette Hermansen - City of Roseau, Mary Dostal - Skagen Township, Frances Karlsson - Stafford Township, Loretta Voll - Unorganized/Norland Township, and Anni Daedlow - City of Warroad. Co-chairs for the One Woman Exhibit were Linda Vatnsdal, Dawn Johnson, and Carole Wilson. Mary VandeWege and Cassie Bina provided entertainment.

Women who have served in a government capacity were recognized during an exhibit and program in March. Speakers included Anne Granitz, former Roseau County Auditor; U.S. Customs and Border Protection Area Port Director Mary Delaquis, Glenda Phillipe, Roseau County Commissioner; and Barb Roseen, former director of the Roseau County USDA FSA office.

The 84th Annual Meeting of the Roseau County Historical Society was held April 16, 2011. Board member Bruce Olson gave an update on the Pinecreek Log Church Restoration Project. Incumbent board members Glenn Holm, Eva-Jayne Krueger, and Helen Wagner were reinstated with Jolene Juhl of Greenbush replacing Brenda Sather. Assistant Roseau High School Principal Aaron Nelson presented the program, "Tour of Gettysburg and Other Civil War Sites".

In June 2011, a *Roseau County Century Farm* exhibit opened focusing on fifty-five farms. The history and photographs of early homestead owners, a land ownership pedigree and recent aerial photograph interpreted each farm. Other aerial farm photographs were used in an interactive exhibit. The exhibit is rotating between Senior Living Center sites across the county.

The museum continues to offer free activities for youth included a summer movie series and the August museum/Dairy Queen scavenger hunt partnership which includes a weekly drawing for a DQ Blizzard. One hundred twenty children enjoyed these events.

Minnesota's Historic Northwest Consortium received a Hartz grant for the *Faith Matters: Churches in Minnesota's Historic Northwest* traveling exhibit. It was displayed at the Roseau County Museum and the county fair during July and August.

The Smithsonian Museum on Main Street (MoMS) exhibit *New Harmonies: Celebrating American Roots Music*, a Minnesota Humanities Center and the Minnesota Historical Society partnership with the Smithsonian, opened at the museum on November 13. Roseau County Commissioner Roger Falk opened the exhibit, which included a catered dinner sponsored by Jeff and Patty Pieterick of Greenbush and the historical society. "Music of Hope" provided entertainment. A staff designed exhibit, *New Harmonies: Music in Roseau County*, focused on local people and places involved in music.

Several *New Harmonies* related music events were held during 2011. "The WoodPicks" performed on August 25 at the Roseau River View Gazebo. On November 12, "The Story of Music, Stories from Home" was held in the Roseau School Theater. The event was supported through the Minnesota Art Council by a Minnesota Arts and Culture Heritage grant. "Our Traditions, Our New Harmonies" featured seventeen Warroad High School students, who shared poetry, theater, dance, and music under the direction of Saymoukda Vongsay and Julian Hines at the Warroad School on November 3. "Christmas Harmonies" was presented on December 11, at the Roseau School Theater with local talent providing holiday music and stories. Dawn Johnson chaired the event.

All the events were supported in part by a Minnesota Arts and Culture Heritage grant through the NW MN Regional Arts Council. Exhibits and events sponsors were Border State Bank, Citizens State Bank, Doug's Supermarket, Northern Resources and C-Store, Polaris Industries, Roseau Liquor Store, Roseau VFW, Security State Bank, Thrivent Financial, Thune Insurance Network and the Minnesota Arts and Culture Legacy Fund through the NW MN Arts Council and the MN Historical Society. Over 2650 patrons from NW Minnesota and southern Manitoba visited the museum over eight weeks.

School Educational Programs and Tours

RCHS provided educational programs for K12 students for all schools in the county and northwest Minnesota, including offsite presentations and onsite tours and programs. Education Coordinator Lola Grafstrom uses the museum SMART board and collection items during onsite teaching programs.

On May 19, seven schools (twenty-one students) from Badger, Goodridge, Grygla, Lake of the Woods, Lancaster, Roseau, and Warroad participated in the annual Minnesota History Sixth Grade contest at the Roseau City Center. Sponsors were Border State Bank, Citizens State Bank and Security State Bank. Participating students were Badger - Seth Dostal, Caitlynn Garten, Olivia Monsrud; Grygla - Logan Tinnes, Ryce Skime, Tanner Anderson; Goodridge - Kristin Farris, Ashlyn Hendrickson, and Jeremy Wiskow; Lake of the Woods - Journey Dahl, Logan Rennemo, Josie Leahy; Roseau - Ivy Braaten (1st place), Sarah Noethe, Tanner Njaa (4th place tie); Warroad - Logan Wilmer (3rd place), Sandalee Norindr (5th place), Jenna Johnson (2nd place) and - Lancaster - Bea Jaszczak, Spencer Billings (4th place tie), Morgan Sjostrand.

Collection Care/Acquisitions/Technology

- Sixty-five individuals, families and businesses donated over 700 photographs, three-dimensional objects and archival items to the museum. Ross and Malung Townships donated the township records to the museum. John Wahlberg donated Bill Adam's camera collection; Bill was a former owner/editor of the Roseau Time-Region newspaper. The New Harmonies exhibit encouraged individuals to donate photos and objects to the museum. Several records and artifacts were received from several county 4-H organizations.
- RCHS replaced the front desk computer to meet the needs of the exhibit poster design by staff.

Board of Directors, Staff, and Volunteers

Board of Directors

The historical society is governed by twelve trustees. They serve a period of three years and may serve as many terms as they desire.

Administration and Training

RCHS staff members are Charleen Haugen, Executive Director, Britt Dahl, Museum Assistant; and Marie Kompelien, Research Specialist. Staff are in charge of all areas of museum management. Four other individuals were paid through employment training programs.

RCHS is a member of the Minnesota's Historical Northwest Consortium, an organization for historical societies and museums in Northwest Minnesota. The consortium provides collaboration and educational training for the members.

Volunteers

Approximately 110 volunteers provided assistance with collection care, exhibits, programs, and research during 2011. Although the Sentence to Service program is not considered volunteer hours, their community service to the museum is invaluable.

Financial Information and Grants

General operating funds for the historical society come from county allocations, memberships, donations, gift shop proceeds, research requests, the Roseau County Endowment Fund, a yearly fund drive, and grants.

- The 2011 fund drive provided the historical society the opportunity to purchase collection care items and exhibit supplies and help with the cost of exhibit design as well as assist with general operation. 113 contributors supported the 2010-11 fund drive. A \$1,000 donation was received for the research center from Dennis, Richard, and Peter King in memory of their Laona Township grandparents. \$500 donation came from the Care Abounds in the Community Thrivent program. Donors may be viewed on the historical society website. The fund drive provided support for the *One Woman*, *Women in Government* and *New Harmonies* exhibits.
- Grant funding in 2011 came from foundations and the Minnesota Arts and Culture Legacy Fund. The fund provided \$1380 for the Roseau Artist in Residence and \$2800 for music programming.
- A major contributor to the museum over the years has been the Hartz Foundation. The museum finalized the 2010 grant project by completing three exhibit cases with Plexiglas covers.
- The Roseau Area Friends of the Library (RAFL) and the historical society collaborated on the publication *P is for Pioneer*, an ABC picture book for children and adults. Project editors were Britt Dahl (RCHS) and Annette Hermansen (RAFL). Over seventy talented writers, photographers and artists contributed with photos and articles, Roseau County Museum staff photographed artifacts from the collection for the book. The book went on sale in April. The projects were made possible by grants from the Minnesota Arts and Cultural Heritage Fund channeled through Northwest Regional Library for printing costs and Northwest Regional Arts Council for a music cd.
- The Kenneth Holm estate gifted \$16,682.62 of which \$8,000 was placed in the RCHS endowment fund with the Northwest Minnesota Foundation.
- Bob & Joan Fikkan-Shetterly donated \$1,000 in memory of their daughter Elizabeth, and Joan's parents Amos and Irene Fikkan. The memorial gift was used for exhibit design.
- In memory of Lillian Nelson, \$500 for exhibit cases was received from Lillian's daughter and son-in-law, Richard & Karen Stacy.

Additional information is available in the 2011 financial report.

The Roseau County Historical Society Board of Directors apologizes for any oversights or errors in the annual or financial report.

Glenn Holm, President and Charleen Haugen, Executive Director

**ROSEAU COUNTY HISTORICAL SOCIETY
STATEMENTS OF REVENUES AND EXPENSES
JANUARY 1, 2011 - DECEMBER 31, 2011**

THE NORTHLAND ACCOUNT

Beginning Balance January 1, 2011		\$	760.59
Revenues:			
Publications	\$	22.25	
Interest earned		<u>1.54</u>	
Total Revenue			23.79
Disbursements		<u>0.00</u>	
Total Disbursements			<u>(0.00)</u>
Ending Balance December 31, 2011		\$	<u>784.38</u>

**ROSEAU COUNTY HISTORICAL SOCIETY
STATEMENTS OF REVENUES AND EXPENSES
JANUARY 1, 2011 - DECEMBER 31, 2011**

BORDER STATE BANK SAVINGS ACCOUNT

Beginning Balance January 1, 2011		\$	2,626.00
Revenue:			
Interest earned	\$	8.12	
Memorials		520.00	
Publications		49.70	
Donations		<u>1,500.00</u>	
Total Revenue			2,077.82
Disbursements			
Bank Fee	\$	<u>3.00</u>	
Total Disbursements			<u>(3.00)</u>
Total before transfer out:			4,700.82
Transfer out to NWMNF			<u>(1,550.00)</u>
Ending Balance December 31, 2011		\$	<u>3,150.82</u>

PINECREEK LOG CHURCH RESTORATION ACCOUNT

Beginning Balance January 1, 2011		\$	1,277.23
Revenue:			
Memorials	\$	<u>40.00</u>	
Total Revenue			40.00
Disbursements:			
Shingle Church	\$	<u>2,250.00</u>	
Total Disbursements			<u>(2,250.00)</u>
Total before transfer in:			\$ (932.77)
Transfer in:			
CD redeemed		20,149.58	
Interest earned in CD		<u>142.41</u>	
Ending Balance December 31, 2011		\$	<u>19,359.22</u>

**ROSEAU COUNTY HISTORICAL SOCIETY
STATEMENTS OF REVENUES AND EXPENSES
JANUARY 1, 2011 - DECEMBER 31, 2011**

**ROSEAU COUNTY HISTORICAL SOCIETY
YEAR END DECEMBER 31, 2011**

CERTIFICATES OF DEPOSITS

NONE

NORTHWEST MN FOUNDATION FUND

Beginning Balance January 1, 2011		\$ 142,220.04
Investment Profit (Loss) - 1 st quarter, 2011	\$ 2,974.00	
Investment Profit (Loss) - 2 nd quarter, 2011	2,217.42	
Investment Profit (Loss) - 3 rd quarter, 2011	(10,177.92)	
Investment Profit (Loss) - 4 th quarter, 2011	<u>7,749.31</u>	<u>2,762.81</u>
Total before transfer in:		144,982.85
Investment funds transferred in from savings		1,550.00
Investment funds transferred in from General Account (Holm Estate)		<u>8,000.00</u>
Ending Balance December 31, 2011		<u>\$ 154,532.85</u>

EQUIPMENT:

08/04/1998	12 Glass Showcase Fronts	\$ 2,250.00
03/02/1999	Printer	600.00
08/27/1999	Past Perfect Software	944.00
10/08/1999	Digital Camera, Transparencies	998.00
02/03/2000	File Cabinet	195.00
03/02/2000	Media Center	158.00
03/30/2000	Computer Upgrade	1,149.00
12/12/2000	5 Drawer Flat File	708.00
03/12/2002	Printer	167.00
02/18/2003	Fire files (3)	5,738.00
11/12/2003	Vacuum cleaner	1,292.00
12/12/2003	Computer monitor	140.00
01/07/2004	Printer	151.00
11/04/2004	Computer	395.00
08/05/2005	Laptop computer	648.00
09/30/2005	Color copy machine	6,860.00
10/05/2005	Digital scanner	6,285.00
11/07/2005	File cabinet	350.00
12/01/2005	Table	287.00
02/23/2006	Projector	844.00
04/26/2006	Security system	800.00
10/31/2006	Printer	1,199.00
10/25/2007	Dell Computer	1,527.00

-continued-

ROSEAU COUNTY HISTORICAL SOCIETY
YEAR END DECEMBER 31, 2011

EQUIPMENT CONTINUED:

02/08/2008	Microtek 900 Scanner	476.00
12/07/2009	HP Computer	914.00
12/07/2009	SMART board	3,712.00
03/15/2010	Camcorder	2,205.00
10/14/2011	Computer	<u>770.00</u>
TOTAL EQUIPMENT		<u>\$ 41,762.00</u>

BUILDINGS:

12/02/1999	Move Pinecreek Church	\$ 1,875.00
12/02/1999	Pinecreek Church Foundation	1,500.00
03/16/2000	Gravel - Pinecreek Church	350.00
07/20/2000	Balance - Move Pinecreek Church	1,000.00
04/30/2011	Shingle Church	<u>2,250.00</u>
TOTAL BUILDINGS		<u>\$ 6,975.00</u>

ROSEAU COUNTY HISTORICAL SOCIETY ♦ BUDGET 2013

Revenue Categories	2010 Year End Revenue	2011 Proposed Revenue	2011 Final Revenue	2012 Proposed Revenue	2012 Estimated Revenue	2013 Proposed Revenue
Admissions	\$ 279	\$ 150	\$ 193	\$ 150	\$ 150	\$ 150
Copies/Research Center income	\$ 834	\$ 700	\$ 575	\$ 700	\$ 700	\$ 700
County Appropriation	\$ 40,000	\$ 50,000	\$ 40,000	\$ 50,000	\$ 40,000	\$ 50,000
Donations						
2011 (Holm Estate - \$16,683, Miscellaneous donors 2011 - \$5,500)	\$ 12,766	\$ 2,500	\$ 22,573	\$ 2,500	\$ 2,500	\$ 2,500
Fund-drive - designated funds	\$ 3,806	\$ 5,000	\$ 7,815	\$ 5,000	\$ 6,000	\$ 5,000
Grant Funding - Totals:	\$ 7,968	\$ 12,100	\$ -	\$ -	\$ -	\$ -
Hartz Foundation	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
Minnesota Humanities Grants (Smithsonian Traveling Exhibits)	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -
MN Historical and Cultural Grant 2011 - Museum track lighting, UV Filters, and Mini Theater Sound Attenuation	\$ 2,468	\$ 11,600	\$ -	\$ 5,000	\$ -	\$ 5,000
Legacy - Arts & Culture Grant music/ art programs Mini Theater Art display equipment - 2013 proposed	\$ -	\$ -	\$ 4,040	\$ 7,500	\$ 2,050	\$ 7,500
NW Minnesota Foundation RCHS Endowment Withdrawl	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -
Interest Earned	\$ 343	\$ 300	\$ 138	\$ 300	\$ 300	\$ 300
Memberships (Total Members - 235)	\$ 5,035	\$ 5,600	\$ 5,792	\$ 5,600	\$ 5,600	\$ 5,600
Publications/Gift Shop	\$ 658	\$ 250	\$ 744	\$ 250	\$ 250	\$ 250
Miscellaneous Recovery	\$ 55		\$ 41			
Total Revenue	\$ 79,712	\$ 88,700	\$ 81,911	\$ 77,000	\$ 67,550	\$ 77,000

ROSEAU COUNTY HISTORICAL SOCIETY ♦ BUDGET 2013

Expense Categories	2010 Year End Expenses	2011 Proposed Expenses	2011 Year End Expenses	2012 Proposed Expenses	2012 Estimated Expenses	2013 Proposed Expenses
Accounting	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Advertising	\$ 1,009	\$ 700	\$ 1,020	\$ 700	\$ 1,500	\$ 1,000
Communications: Phone & Internet	\$ 1,397	\$ 1,350	\$ 1,517	\$ 1,350	\$ 1,400	\$ 1,400
Equipment purchases 2010: (Oral History equipment - camcorder, software, etc) 2011 & 2012 Fund drive designation	\$ 2,205	\$ -	\$ 770	\$ -	\$ 1,500	\$ -
Designated Endowment Funds (NW Minnesota Foundation) \$8,000 - Holm Estate	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ -
Insurances (Work Comp, Liability & Property)	\$ 845	\$ 875	\$ 1,075	\$ 875	\$ 1,000	\$ 1,000
Interest: expense	\$ 44	\$ 44	\$ -	\$ 44	\$ -	\$ -
Payroll: three employees (1-FT, 2-PT)	\$ 41,100	\$ 42,500	\$ 42,810	\$ 44,991	\$ 40,000	\$ 41,500
Employee Benefits - Health Insurance	\$ 1,668	\$ 1,668	\$ 1,549	\$ 1,668	\$ 750	\$ -
Taxes, Payroll, SS, Etc.	\$ 3,569	\$ 3,000	\$ 2,760	\$ 3,808	\$ 4,000	\$ 4,200
Postage	\$ 1,333	\$ 800	\$ 800	\$ 1,200	\$ 850	\$ 900
Prof. Develonment/ Continuing Education/ Travel/ Dues & Subscriptions	\$ 554	\$ 550	\$ 376	\$ 500	\$ 1,350	\$ 500
Publication expense	\$ 195	\$ -	\$ -	\$ 250	\$ 200	\$ 200
Rent/Maintenance	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200
Repairs/Maintenance and Equipment Contracts	\$ 210	\$ 1,000	\$ 890	\$ 8,400	\$ 250	\$ 1,000
Supplies: Collection Preservation	\$ 2,184	\$ 1,200	\$ 822	\$ 900	\$ 250	\$ 1,000
Supplies: Events/Educational Programming	\$ 795	\$ 1,000	\$ 3,599	\$ 2,500	\$ 4,500	\$ 3,000
Supplies: Exhibition	\$ 4,415	\$ 11,600	\$ 3,722	\$ 11,600	\$ 4,000	\$ 10,000
Supplies: Fund Raising	\$ 69	\$ 300	\$ 69	\$ 225	\$ 225	\$ 225
Supplies: Research Center - supplies in collection care	\$ 1,221	\$ 1,100	\$ 98	\$ 1,221	\$ 150	\$ 1,100
Supplies: Office (includes newsletter)	\$ 2,810	\$ 1,500	\$ 1,316	\$ 1,500	\$ 1,500	\$ 1,500
Total Budget Expenses	\$ 74,023	\$ 77,587	\$ 79,593	\$ 90,132	\$ 71,825	\$ 76,925

ITEM # RCSWCD Appt.

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Miller, Ann Marie ▼	Administrative Assistant ▼	Sep ▼ 11 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
Scott Johnson - Roseau County Soil and Water Conservation District

***Background (Provide sufficient detail of the subject):**
Scott Johnson of the Roseau County Soil and Water District will meet with the Board to discuss SWCD's 2013 budget.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

ROSEAU SOIL AND WATER CONSERVATION DISTRICT

Budget for January 1 --- December 31, 2013

Expenditures:

I. District Operations

A. Personal Services

1. Supervisors Compensation	\$3,000.00	
2. Employee Wages	\$114,712.00	
3. Employer Contributions - FICA	\$8,775.00	
4. Employer Contributions - PERA	\$8,317.00	
5. Employee / Employer Insurance.....	\$15,520.00	
		\$150,324.00

B. Other Services and Charges

1. Supervisors Expense	\$1,200.00	
2. Employee Expense	\$550.00	
3. Liability Insurance MCIT, Bond.....	\$4,200.00	
4. Office Maintenance	\$1,950.00	
5. Vehicle Maintenance	\$3,000.00	
6. Education and Training	\$2,200.00	
7. Fees and Dues	\$2,495.00	
8. Rent	\$7,600.00	
9. Advertising & Publications.....	\$1,000.00	
10. Freight.....	\$2,000.00	
		\$26,195.00

II. Project Expense:

A. District

1. Tree Expenses	\$20,500.00	
2. Ag Inspector Expense.....	\$1,358.00	

B. State Cost Share Projects

C. WCA Expense

D. CLWP/LWM Expense

\$41,268.00

Total of Expenditures\$217,787.00

ROSEAU SOIL AND WATER CONSERVATION DISTRICT

Budget for January 1 – December 31, 2013

Revenues:

I. Intergovernmental Revenue

A. District General Services	\$18,750.00	
B. Cost Share Administration	\$2,736.00	
C. County Appropriations.....	\$ 84,418.00 ***	
D. CLWP Grant	\$17,701.00	
E. WCA Grant	\$24,238.00	
F. Cost Share Program	\$10,946.00	
G. County Agricultural Inspector	\$12,300.00	
H. Warroad River Watershed.....	\$9,826.00	
		\$178,589.00

II. Charges for Services

A. Tree Sales	\$26,350.00	
B. Planting Charges	\$1,500.00	
C. Other Services for Charges	\$1,565.00	
		\$29,415.00

III. Miscellaneous

A. Interest	\$4,500.00	
B. Other	\$2,957.00	
		\$7,457.00

Total of Revenue\$217,787.00

2013 County Appropriation request: \$84,418.00***

Balanced Budget

Appropriation Request / Received

2009 - \$94,977.00	/	\$55,000.00
2010 - \$85,087.00	/	\$60,000.00
2011 - \$87,100.00	/	\$60,000.00
2012 - \$84,856.00	/	\$65,000.00

Budget Proposal – 2013

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--	350 hours @ \$30.00	\$10,500.00
General Notice Publishing--		\$175.00
Rent, MACAI Dues, Training --		\$875.00
Misc. Expense-- (Postage, office supplies, file, and news articles.)		\$750.00
Total -		<u>\$12,300.00 **</u>

ITEM # Consent 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Miller, Ann Marie ▼	Administrative Assistant ▼	Sep ▼	11 ▼	2012 ▼

Amount of time being requested:

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

***Background (Provide sufficient detail of the subject):**
 Proceedings from the August 28, 2012 Board meeting are being submitted for Board review and approval.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

August 28, 2012

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, on Tuesday, August 28, 2012.

CALL TO ORDER – ROLL CALL – ESTABLISHMENT OF A QUORUM

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

APPROVAL OF AGENDA

Approval of a resolution regarding tax forfeited land sales was added to the Auditor's Office appointment. A discussion on State Ditch 69, a discussion on the Beltrami Island State Forest Advisory Committee and a forthwith payment, were added to the Highway Department appointment. A motion to approve the revised agenda was made by Commissioner Falk, seconded by Commissioner Phillipe and carried unanimously.

APPROVE BILLS

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

Warrants Approved For Payment 8/16/2012

Vendor Name	Amount
JOHNSON OIL CO INC	2,515.39
LAZNICKA/ROBERT & ANTHONY	13,128.00
REESE RENTAL-DBA	13,725.50
10 Payments less than 2,000	2,183.79
Final Total:	31,552.68

Warrants Approved For Payment 8/23/2012

Vendor Name	Amount
KNIFE RIVER MATERIALS	947,433.93
MN DEPT OF FINANCE -TREAS	3,205.50
8 Payments less than 2,000	5,486.69
Final Total:	956,126.12

Warrants Approved On 8/28/2012 For Payment 8/31/2012

Vendor Name	Amount
AMA DO LEASING	12,000.00
AVIANDS LLC	7,438.79
BEITO REPAIR	19,905.36
DELL MARKETING LP	16,793.36
HOFFMAN DALE & SWENSON PLLC	3,740.00
LAKE COUNTRY CHEVROLET-BUICK INC	35,278.89
LIQUID CAPITAL EXCHANGE INC	2,063.57
NORTHERN RESOURCES COOPERATIVE	3,026.67
SHI INTERNATIONAL CORP	5,652.62
TESSCO TECHNOLOGIES INC	2,080.73
52 Payments less than 2,000	15,458.94
Final Total:	123,438.93

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS*

Maria Pahlen - DWI Court Coordinator

DWI Court Coordinator Maria Pahlen met with the Board to give an overview of the DWI Court Program. This program is funded partially by an Office of Traffic Safety grant in the amount of \$78,000, participant fees and County support. Ms. Pahlen is requesting the Board continue their support (in the amount of \$20,500) for the Coordinator position in 2013. The Board will consider this request as part of the overall budget discussion.

Rod Kjersten, Northwest Regional Library

Northwest Regional Library Board Representative Rod Kjersten met with the Board to request 2013 appropriations for the libraries in Roseau, Warroad and Greenbush. Mr. Kjersten is requesting a 27% increase in County appropriations partially due to salary increases, transportation costs and an increased cost of providing services. The Board will consider this request as part of the overall budget discussion.

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Falk, seconded by Commissioner Foldesi and carried unanimously. The Board, by adoption of the Consent Agenda, approved the August 14, 2012 Proceedings.

DEPARTMENT REPORTS

Auditor's Office

The Board reviewed the 2013 Appropriation requests and discussed the process for reviewing and approving appropriations. The Board will continue this discussion as part of the preliminary budget review at the September 11, 2012 Board meeting.

Auditor Monsrud requested the Board appoint two Commissioners to the 2012 General Election Canvassing Board. A motion was made by Commissioner Foldesi, seconded by Commissioner Phillippe and carried unanimously to adopt the following resolution:

2012-08-01

BE IT RESOLVED that Commissioners Foldesi and Phillippe are appointed to serve on the 2012 General Election Canvassing Board which will meet on November 13, 2012 at 11:30 a.m.

BE IT FURTHER RESOLVED that if one of the appointed members is unable to serve, another Commissioner may serve in his place.

Auditor Monsrud discussed the sale of tax forfeited lands. A motion was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously to adopt the following resolution:

2012-08-02

WHEREAS, the Roseau County Board of Commissioners desires to offer for sale certain parcels of land that have forfeited to the State of Minnesota for non-payment of taxes, and

WHEREAS, said parcels of land have been viewed by the Roseau County Board of Commissioners and have been classified as non-conservation lands as provided for in Minnesota Statutes 282.01.

NOW, THEREFORE, BE IT RESOLVED that the Roseau County Board of Commissioners hereby certifies that all parcels of land on the attached list have been viewed and comply with the provisions of Minnesota Statutes 85.012, 92.461, 282.01, Subd. 8, and 282.018, and other statutes that require the withholding of tax-forfeited lands from sale.

BE IT FURTHER RESOLVED that the Roseau County Board of Commissioners hereby requests approval from the Minnesota Department of Natural Resources for the sale of said lands.

Sheriff's Office

Sheriff Gust met with the Board to request approval of a Civil Process Clerk hire. A motion to hire Tara Halvorson as a Civil Process Clerk at a pay grade of 5C, with a start date of September 7, 2012, was made by Commissioner Swanson, seconded by Commissioner Phillippe and carried unanimously.

Highway Department

A motion to approve the purchase of a 1996 Trail King Lowboy in the amount of \$29,000.00 (purchased from RDO Equipment in Grand Forks, ND), and a 2002 International Truck (Purchased from Marvin-AMA DO Leasing) in the amount of \$12,000.00 was made by Commissioner Falk, seconded by Commissioner Foldesi and carried unanimously.

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

2012-08-03

WHEREAS, Minnesota Statute 162.08, Subd (4) 3d, provides that accumulated balances in excess of two years of municipal account apportionments may be spent on projects located outside of municipalities under 5,000 population when approved solely by resolution of the county board.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioner of Transportation transfer \$280,000.00 (all funds) in excess of two years apportionment in the Regular Construction Account.

A motion to accept the bid in the amount of \$31,754.60, from Houlthusen Construction for SD 69 cleaning and repair, was made by Commissioner Phillippe, seconded by Commissioner Swanson and carried unanimously.

A motion to approve a forthwith claim to Widseth, Smith, Nolting for Engineering Services on JD 61 and CD 7, (along with retainage on the 1288 FEMA disaster) in the amount of \$25,115.53 was made by Commissioner Foldesi, seconded by Commissioner Falk and carried unanimously.

COUNTY BOARD ITEMS

Flu Shot/Biometric Screening Coverage at Annual Health Fair

The Board discussed coverage of flu shot expenses at the annual Health Fair for employees who do not participate in the County's health insurance plan. Blue Cross and Blue Shield pays for 100% of the cost of the flu shots for covered employees. The Board agreed that it would be a cost benefit to cover the flu shot for employees not covered under the County's health insurance plan (includes permanent and temporary part-time employees). Screenings are included in the wellness budget and will be covered for all employees. A motion to approve covering flu shot expenses for employees who do not participate in the County's health insurance plan was made by Commissioner Swanson, seconded by Commissioner Phillippe and carried unanimously.

Old Law Enforcement Center Parking Lot

The Board discussed costs associated with refinishing the parking lot at the old Law Enforcement Center. The estimated total project cost is \$22,000.00, of which the Roseau River Watershed District has agreed to contribute \$3,000.00. A motion to approve parking lot improvements at the old Law Enforcement Center was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

Beltrami Island State Forest Citizen Advisory Committee

Roseau River Watershed Manager Todd Miller met with the Board to discuss attendance at a meeting arranged by the Department of Natural Resources to review public comments submitted with regard to the Beltrami Island Land Utilization Project Comprehensive Conservation Management Plan (CCMP). Mr. Miller stressed the importance of County participation at this meeting to ensure a voice for the County in regard to finalizing the plan. A motion to authorize attendance by a Roseau County representative(s) at the Department of Natural Resource CCMP meeting on September 7, 2012, was made by Commissioner Swanson, seconded by Commissioner Foldesi and carried unanimously.

COMMISSIONER COMMITTEE REPORTS

Commissioner Falk reported on the following committee meeting(s): Social Services Board, 8/21/12; Highway Committee, 8/21/12; Operations Committee, 8/21/12; Red River Basin Commission, 8/23/12; Joint Powers Natural Resource Board, 8/27/12.

Commissioner Foldesi reported on the following committee meeting(s): Primary Election Canvassing Board, 8/16/12; Northwest Community Action, 8/16/12; Social Services Board, 8/21/12; Highway Committee, 8/21/12; Operations Committee, 8/21/12; Quin County Community Health Advisory Board, 8/27/12.

Commissioner Phillippe reported on the following committee meeting(s): Warroad Watershed District, 8/15/12; Primary Election Canvassing Board 8/16/12; Social Service Board, 8/21/12; Highway Committee, 8/21/12; Operations Committee, 8/21/12.

Commissioner Swanson reported on the following committee meeting(s): Building Committee, 8/17/12; Association of Minnesota Counties Annual Conference Planning Committee, 8/20/12; Social Services Board, 8/21/12; Highway Committee, 8/21/12; Operations Committee, 8/21/12; Wellness Committee, 8/22/12.

Commissioner Walker reported on the following committee meeting(s): Warroad River Watershed Board, 8/15/12; Social Services Board, 8/21/12; Highway Committee, 8/21/12; Operations Committee, 8/21/12.

Upon motion carried, the Board adjourned the regular meeting at 11:00 a.m. The next regular meeting of the Board is scheduled for September 11, 2012 at 8:30 a.m.

Attest:

Date: _____

Jeff Pelowski, Interim County Coordinator
Roseau County, Minnesota

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

DRAFT

ITEM # Consent 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Gust, Steve ▼	Sheriff ▼	Sep ▼ 11 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Vacation and Sick Time Payout for Sheriff's Office Employee

***Background (Provide sufficient detail of the subject):**
 Payout for Brandy Christian

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

PAYROLL CHANGE

NAME: Brandy Christian

BOARD APPROVAL DATE: _____

NEW ADDRESS: _____

EFFECTIVE DATE: 8/15/2012

PAY RATE: \$ 20.36

GRADE/STEP: 5F

TITLE: Clerical/Civil Process

DEPARTMENT: Sheriff

Full-time
 Part-time
 Temporary

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

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

PAY RATE CHANGE: Current _____

PAYOUT:	Vacation	<u>24.79</u> hours @	\$ <u>20.36</u>	\$ <u>504.72</u>
Balance (eligible for 1/2): 367.46	Sick	<u>183.73</u> hours @	\$ <u>20.36</u>	\$ <u>3,740.74</u>
	Comp.	<u>0.00</u> hours @	_____	\$ -
	Holiday	<u>0.00</u> hours @	_____	\$ -
			TOTAL	\$ <u>4,245.46</u>

REASON FOR CHANGE

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

Comments: Brandy Christian resigned her position as Civil Process Clerk. Brandy's last day of full time employment with the Sheriff's Office was August 14, 2012. At this time, her status should be changed to temporary part-time. This will allow her to assist new hire if needed.

Approved by:  _____
 Signature of Department Supervisor

Aug 29. 12
 Date

ITEM # Consent 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Gust, Steve ▼	Sheriff ▼	Sep ▼	11 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Geo-Comm, Inc 911 Addressing Agreement

***Background (Provide sufficient detail of the subject):**
 Geo-Comm provides updating for the Emergency 911 addressing for the residents of Roseau County along with technical support for the dispatch and jail administrator. .

***Financial Consideration:**
 Total of \$8496.00 for one year starting 09-01-2012 thru 08-31-2013

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

Dispatch Mapping Support Project Agreement

This 'Dispatch Mapping Support Project Agreement' ("the Agreement") is made by and between **Roseau County** ("Customer"), organized under the laws of the State of Minnesota and **Geo-Comm, Inc** ("GeoComm") a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer," and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development and professional project management and is willing to provide those services to the Customer based on this background. The Customer desires to have services provided by GeoComm.

Therefore, the parties agree as follows:

Section 1 - Description of Service and Limitations of Exhibits

Beginning upon contract signing, GeoComm will provide the goods and services (collectively the Services) described in Exhibit A and attached and incorporated herein by reference, and shall be referred to as "the Exhibits." The Services are further explained in the Exhibits and include, without limitation, explanation concerning the following:

- GIS Data Maintenance Services
- Software Support Services

Section 2 - Payment

The Customer shall pay a fee to GeoComm of **\$8,496.00** for services as described in the Exhibits and provided under this agreement by GeoComm. The Customer agrees to pay GeoComm in full within forty-five (45) days of contract signing. Services under this agreement will be provided from **September 1, 2012, through August 31, 2013.**

Section 3 - Termination

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid and return any software and hardware received.

Section 4 - Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer.

Section 5 - Disclosure

GeoComm is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that GeoComm may be involved with, on behalf of the Customer.

Section 6 - Employees

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement shall also be bound by the provisions of this agreement.

Section 7 - Injuries

GeoComm acknowledges its obligation to obtain appropriate insurance coverage for the benefit of GeoComm and its employees. GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement and that are a result of the negligence of GeoComm or its employees or agents.

Section 8 - Indemnification

GeoComm agrees to indemnify and hold the Customer harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Customer that result from the acts or omissions of GeoComm and/or its employees or agents.

Section 9 - Insurance

GeoComm shall obtain comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. All policies shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the Customer. Minimum limits for GeoComm liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out of a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy. GeoComm shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees.

Section 10 - Data Confidentiality

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hard-copy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this contract, without the express permission of the Customer.

Section 11 - Nondiscrimination

During the performance of this Agreement, GeoComm agrees that no person shall, on the grounds of any status protected by law, be excluded from full employment rights in, participation in, be denied the

benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

Section 12 - Assignment

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

Section 13 - Notices

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Roseau County

Janice Anderson, Jail Administrator
614 5th Avenue SW
Roseau, MN 56751
Phone (218) 463-1421 E-mail janice.anderson@co.roseau.mn.us

GeoComm

Greg Murdock, Assistant Geographic Services Manager
601 West St. Germain Street, St. Cloud, MN 56301
Phone (320) 240-0040 Fax (320) 240-2389 E-mail gmurdock@geo-comm.com

Section 14 - Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 15 - Amendment

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

Section 16 - Ownership

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of GeoComm's proprietary software products, all products created and delivered under this agreement may be used, altered and distributed at the Customer's discretion.

Section 17 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 18 - Laws to Be Observed

GeoComm shall keep fully informed of all Federal and state laws; all regulations pertaining to the Occupational and Safety Hazards Act (OSHA); all local laws, ordinances and regulations; and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work.

Section 19 - Applicable Law

If there is any dispute concerning this agreement, the laws of the state of Minnesota shall apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the courts of the state of Minnesota.

For Roseau County

By:  Sheriff
Signature/Title

Date: Sep 4. 2012

For Geo-Comm, Inc

By: _____
Janet Grones/Treasurer

Date: _____

GeoComm will provide the following support services to Roseau County from September 1, 2012 through August 31, 2013.

Software Support Services

GeoComm recognizes the critical nature of the Telecommunication role and has skilled personnel available 24x7 to provide technical or user assistance. Support services shall be provided in an advisory capacity via telephone, fax, or e-mail for the software products listed below.

Regular Support Services provided under this Agreement covers calls concerning the Software that are made during regular business hours, which are 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, holidays excluded.

Emergency Support Services will be provided outside the regular business hours noted above. Emergency calls are those needing immediate attention that cannot be addressed during regular business hours. GeoComm defines these calls as:

- a) System alarms where Software does not process calls, or;
- b) System locks up repeatedly without ability to recover.

If the Customer calls the hotline outside regular business hours with non-emergency matters that could be addressed during regular business hours, the Customer agrees to pay for such calls at the rate of \$95 per hour (minimum 1 hour), which fees shall be payable in addition to the annual fee described in the Support Fees section of this Agreement.

Software Description	# of Licenses	Cost
GeoLynx Dispatch Mapping Software	1 license	\$2,000.00
GeoLynx AVL Software	1 license	\$ 496.00
Total:		\$2,496.00

Remote Connection Services

This Agreement shall also include remote connection to the Software for troubleshooting and map updates by GeoComm Technical Support Analysts.

The standard and preferred method for connection is GoToAssist over the internet. GoToAssist sessions are protected by end-to-end, government-approved, 128-bit Advanced Encryption Standard (AES) encryption, as well as SSL encryption of point-to-point connections.

GeoComm's response time commitment is depicted in the following table:

Priority	Description	Response Time
Critical Impact – Service Not Available	Service is unavailable or halted Data is unavailable or nonfunctional Service productivity or functionality is severely compromised There is a complete loss of service for all End Users and there is no ability to avoid or reduce the incident via a workaround	Less than two clock hours 24 x 7

Priority	Description	Response Time
Major Impact – Severely Impaired	Service performance/functionality for all End users is seriously impaired or degraded Data accuracy is seriously impaired There is no ability to avoid or reduce the effect of the incident via a workaround	Less than four clock hours 24 x 7
Minor Impact – Minimal Degraded Performance or Functionality; Single User Issues	Service has encountered a non-critical issue with minimal loss of performance/functionality Data accuracy is minimally degraded May be identified as a functional defect Complete stoppage of a single End User A partial loss of service for a End User and there is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 16 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
Low Impact – Single User Application Issue	Service is unavailable or degraded (not a complete work stoppage) for a Single End User There is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 24 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
No Impact	Password resets Requests for access rights File restores Issues of similar importance	Less than 48 business Hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time

Additional GeoComm remote connection capabilities include:

- PCAnywhere
- Remote Desktop
- Microsoft VPN
- Cisco VPN

Software Support Exclusions

This Agreement does not include:

- a) Calls for service related to hardware problems
- b) Customized programming
- c) Issues related to other vendors
- d) Re-installation of software due to Customer upgrade of hardware or relocation of facilities
- e) GeoComm shall have no responsibility for the provision of, or payment for, on-site services provided to the Customer by a third party, unless such is specifically agreed to in advance by GeoComm and the Customer.

GeoComm's Software Support obligations hereunder shall not extend to, and expressly exclude, any malfunction, damage, or other matter arising out of or resulting from:

- a) The operation, malfunction, or interfacing with any system, equipment, or network provided or installed by any entity other than GeoComm
- b) Misuse or abuse of the software and systems by operators thereof or by any other third parties not under the control or employ of GeoComm;
- c) Consumable supplies
- d) Acts of God, including, without limitation; lightning strikes and severe weather
- e) The reinstallation, tampering, or other modifications of the Software and systems installed by GeoComm by operators of or by any other third parties not under the control or employ of GeoComm

GIS Data Maintenance Services

For the GeoLynx software to operate with the critical accuracy required in public safety dispatching, it is imperative that the GIS data that resides in the software is kept current.

GeoComm will provide the following GIS data maintenance services to Roseau County:

Digital Map Updates

- Update the municipal/township boundaries when there are annexations, based on hard copy maps provided to GeoComm
- Update the roads (located in the rural areas and municipalities) with any additions/corrections, based on hard copy maps provided to GeoComm
- Update the ESZ, based on hard copy maps provided to GeoComm
- Make any water layer corrections, based on hard copy maps provided to GeoComm
- Make any park layer changes based on any hard copy maps provided to GeoComm
- Plot out large map (no larger than 36" x 36") showing: boundaries, roads, 5 mile label layer, water, water labels, section lines, and section numbers (maximum of 2 per year)
- Plot out large map (no larger than 36" x 36") showing the current ESZ when ESZs changes (maximum of 2 per year)
- Plot out large map (no larger than 36" x 36") showing the current ESZ for the data provider when ESZs change (maximum of 2 per year)
- Translate map files to shape format/change map projection if necessary

Wireless Map Updates

GeoComm will update the cellular coverage layer and cellular tower based on hard copy or digital resources provided by the Customer for plotting wireless 9-1-1 calls. As needed, GeoComm will:

- Add new sector or omni coverages
- Attribute new sector or omni coverages with unique ID, sector ID, sector number, wireless company name, and radius
- Update sector or omni coverage attributes with current wireless information
- Change omni coverages to sectors
- Change sector orientation of cellular coverages
- Change sector or omni coverage radius
- Add new tower locations

The following essential resources must be provided by the Customer when updates to the cell_l layer are requested to ensure a complete and accurate cell_l layer:

- Coverage maps from each wireless provider
- Call logs from the GeoLynx dispatch mapping software (location of these files is typically C:\Program Files\GeoComm\GeoLynx\log)
- Wireless routing sheets from each wireless provider

Wireless routing sheets obtained by the Customer from the wireless providers must include:

- Latitude/Longitude coordinates of the tower
- Coverage Type: Omni or Sectorized. If the tower is sectorized provide Azimuth/Orientation and Sector Bandwidth
- Unique ID
- Sector ID
- Sector Number
- Wireless Company Name
- Radius

In addition, GeoComm will also complete in depth quality assurance/quality control (QA/QC) procedures to ensure the accurate plotting of wireless Phase I 9-1-1 calls to the appropriate cellular sectors or omni coverages. Included in the QA/QC procedures, GeoComm will obtain the call logs and review wireless Phase I call information for unique ID accuracy in the wireless layers. This will take place periodically throughout the maintenance contract, dependent on the amount of wireless Phase I calls.

MSAG and 9-1-1 Database

GeoComm will update the MSAG and 9-1-1 database based on hard copy or digital resources provided by the Customer. As needed, GeoComm will:

- Update the MSAG when new roads are added, ESZs are changed, and/or roads are extended
- Provide deletions to the MSAG, when necessary
- Review any MSAG problems, as provided by the database provider (overlaps with other MSAG entries)
- Provide technical assistance with MSAG discrepancies
- Geocode the MSAG to the map data and provide a findings report
- Work with the Customer on fallout from the geocoding process to ensure the map data and MSAG are current
- Request new ESNs from the database provider when new ESZs are created
- Assist in the resolution of telephone records with missing addresses
- Devise strategies of ensuring the ongoing 96 percent accuracy of the counties 9-1-1 database
- Make necessary phone calls to residents to ensure the ongoing 96 percent accuracy of the counties 9-1-1 database
- Provide assistance with telephone records that do not match the MSAG
- Contact municipalities when residents within an incorporated community do not have MSAG-valid addresses
- Send telephone record updates to the telephone companies

Synchronization of the Customer's MSAG, 9-1-1 database, and map data is crucial in a 9-1-1 environment. In addition to providing ongoing updates to the MSAG and 9-1-1 database, GeoComm will complete periodic reviews of these three elements to ensure a high synchronization rate. Updates will be made to the MSAG and 9-1-1 database based on these reviews. If clarification is needed, GeoComm will work closely with Customer to ensure accurate updates are made.

Address Updates

GeoComm will update the address point layer based on resources provided by the Customer. As needed, GeoComm will:

- Update the address point layer with any additions, deletions, and/or corrections. The Customer must provide accurate location information or latitude and longitude for the approximate placement of the address point.
- Update address points with attribute information.
- Address added points and provide the new address within 72 hours to the Customer contact.
- Provide technical advice via telephone and fax in regards to unique addressing situations.

Total Cost for GIS Data Maintenance Services: \$6,000.00

GeoComm Data Distribution Policies

- All data distributed from GeoComm will **only be sent to our primary customer** contact.
 - o CD or emailed zip file
 - o Primary contact does not include other jurisdiction departments, i.e. assessors, engineering, school board, etc.
- For third party requests there is a fee for services. See Client Services Managers
- Any data that is requested by a third party must be pre-paid.
 - o This data will only be sent to the primary customer to distribute
- Any data sent will include correspondence (letter) explaining:
 - o What data is included
 - o Who requested
 - o When it was requested
 - o Waiver of responsibility of use.
- Data distribution must be approved at the GeoComm management level
- Web Portal data
 - o Data that is place on customer web portals is available for download to all that have access to the site.
 - o User names and passwords are created by the GeoComm IT staff. The primary customer contact is responsible for providing GeoComm with a list of personnel that should be granted access.
 - Must include full name, title, email address.

ITEM # Consent 4

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Johnson, Scott	SWCD	Sep 11 2012

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
FY 2013 NRBG Agreement

***Background (Provide sufficient detail of the subject):**
2013 NRBG - The 2013 NRBG has now been released and needs an authorized signature from Roseau County for fund processing at the state level.
2013 Program Allocation and Contribution Plan (Table)
 This form represents the county's request for NRBG state funds and the required minimum local match for each specific program for Fiscal Year 2013. Signature by Roseau County is needed.

***Financial Consideration:**
 This grant brings in \$81,908 to Roseau County. Match requirement for WCA is \$24,238, which will be generated by the Roseau SWCD. Match requirement for DNR Shoreland is \$2697 and will be generated by the Environmental Office. A \$2570 levy is required for Local Water Management. No match is required for the MPCA/BWSR SSTS Program.

***Legal Consideration:**
 Please see terms of Grant Agreement. Failure to sign the 2013 NRBG Agreement and the Allocation & Contribution Plan will result in no funding by the state for four programs.

***Other Consideration:**
 N/A

***Resolution (Wording should reflect the intent of the Board vote):**
 Roseau County will enter into the 2013 Natural Resources Block Grant Agreement with the State of Minnesota to obtain funding for the Comprehensive Local Water Management Program, the Wetland Conservation Act Program, the DNR Shoreland Management Program and the MPCA/BWSR SSTS Program.

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

**FY 2013 STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
NATURAL RESOURCES BLOCK GRANT AGREEMENT**

Vendor: 0000197344			PO#: 300002199		VN#:		Date Paid:
LINE	AMOUNT	ACCOUNT	FUND	FIN DEPT ID	APPROP ID	FY	Description
01	\$ 15,131	441302	1000	R9P32LWP	R9PNRB1	13	LWM
02	\$ 24,238	441302	1000	R9P32WCA	R9PNRB1	13	WCA
03	\$ 2,697	441302	1000	R9P32SLD	R9PNRB1	13	SHORELAND
04	\$	441302	2001	R9P32FDL	R9PFDL3	13	FEEDLOT
05	\$ 18,941	441302	2302	R9P32SST	R9PC040	13	SSTS BASE (BWSR)
06	\$	441302	2001	R9P32SST	R9PNRS3	13	SSTS BASE (MPCA)
07	\$ 20,901	441302	2001	R9P32SST	R9PNRS3	13	SSTS UPGRADE

For BWSR Use Only

This grant agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and ROSEAU COUNTY, 606 5th Avenue SW, Room 160, Roseau 56751 (Grantee).

This grant agreement is for the following NRBG Programs:

Comprehensive Local Water Management Base Grant	\$	15,131
Wetland Conservation Act Base Grant	\$	24,238
DNR Shoreland Management Base Grant	\$	2,697
MPCA County Feedlot Base Grant	\$	
MPCA/BWSR SSTS Base Grant	\$	18,941
<u>The MPCA SSTS Upgrade Fund Grant</u>	<u>\$</u>	<u>20,901</u>
Grant Agreement Total		\$ 81,908

Recitals

- The 2011 Legislature in Laws of Minnesota 2011, 1st Special Session, Chapter 2, Article 1, Sec. 5, appropriated funds for the Natural Resources Block Grants (NRBG), to assist with the implementation of Comprehensive Local Water Plans (LWM), the Wetland Conservation Act (WCA), and Shoreland Programs; and in Sec. 3, Subd. 2, Subsurface Sewage Treatment Systems (SSTS), and County Feedlot Permit Programs.
- The 2011 Legislature in Laws of Minnesota 2011, 1st Special Session, Chapter 6, Article 2, Sec. 7 (b), authorizes the Board to use Clean Water Funds to make grants for SSTS Base Grants.
- The 2011 Legislature in Laws of Minnesota 2011, 1st Special Session, Chapter 6, Article 2, Sec. 5 (k), authorizes the MPCA to use Clean Water Funds to make grants for SSTS Upgrade Grants.
- Minnesota Statutes 103B.101 subd. 9 (1), and 103B.3369, subd. 5 authorize the Board to award grants.
- The Grantee has met the criteria established by statute, the Board, the DNR, and MPCA, and is eligible to receive NRBG grant funds.
- The Grantee has agreed to appropriate the required local match.
- The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.
- As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is David Weirens, BWSR Land & Water Section Manager, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-3432, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this grant agreement.

The Grantee's Authorized Representative is Program Coordinator, 502 7th Street SW, Suite 8, Roseau, MN 56751, 218-463-1903. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** September 1, 2012 or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd.5, whichever is later. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** June 30, 2014, or until all obligations have been satisfactorily fulfilled whichever comes first.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant contract: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue; 15. Intellectual Property Rights.

2 Grantee's Duties

The Grantee is responsible for the specific duties for the NRBG, as follows:

- 2.1 **Match:** The Grantee's participation in the NRBG is conditioned upon Grantee expenditure to match the NRBG as required by the Board. The Grantee's Program Allocation and Contribution Plan is incorporated into this Agreement by reference with the purchase order.
- 2.2 **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1 The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2 Display on its website the previous calendar year's detailed information on the expenditure of grant funds and measurable outcomes as a result of the expenditure of funds according to the format specified by the BWSR, by March 15 of each year.
 - 2.2.3 The Grantee will submit a final progress report to the Board by August 1 of 2014. Information provided must conform to the requirements and formats set by the Board. A late or incomplete final report will result in the withholding of any future NRBG executions.
- 2.3 **Compliance:** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland); and Minnesota Rules Chapter 7020 (Feedlot); Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Comprehensive Water Planning, Wetland Conservation Act, Shoreland Management, Subsurface Sewage Treatment Systems, and County Feedlot Programs.
- 2.4 **Wetland Conservation Act Funds Transfer:** As required by the Board, the Grantee's participation in the NRBG is conditioned upon the transfer of a minimum of **\$5,000** to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 30 days of receipt of NRBG funds by the Grantee.

3 Time

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

4 Terms of Payment

- 4.1 Payment will be made in one installment promptly after execution of the grant agreement.
- 4.2 Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.
- 4.3 The Board must consult with the approving authority before granting an amendment to the grant agreement, or a component thereof.
- 4.4 The obligation of the State under this grant agreement will not exceed the amount stated above for each grant program.

5 Conditions of Payment

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

The Minnesota Department of Administration's Office of Grants Management Policy On Grant Closeout Evaluation (Policy 08 – 13), requires the Board to consider a grant applicant's past performance before awarding subsequent grants to them. The Board must consider a grant applicant's performance on prior grants before making a new grant award of over \$5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

6 Assignment, Amendments, and Waiver

- 6.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 6.2 **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 6.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

7 **Liability**

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

8 **State Audits**

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

- 8.1 The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to the NRBG, and match and grant expenditures, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant and match funds.
- 8.2 The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

9 **Government Data Practices**

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

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State.

10 **Workers' Compensation**

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

11 **Governing Law, Jurisdiction, and Venue**

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

12 **Termination**

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

13 **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.

14 Prevailing Wage

It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which state prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these state funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

15 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*. 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. Works includes "Documents." 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. 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 at the State's request. 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.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

APPROVED:

ROSEAU COUNTY

BY: _____
TITLE: _____
DATED: _____

BOARD OF WATER AND SOIL RESOURCES

BY: _____
TITLE: Land & Water Section Administrator
DATED: _____



Guidelines For Entering Work Plans & Reporting in eLINK4Web LOW-INCOME SSTS UPGRADES

Background

The Minnesota Pollution Control Agency (MPCA) has made available to counties, via the Natural Resources Block Grant Program, funds for groundwater protection or prevention of groundwater degradation activities through enhancing the county-level delivery system for subsurface sewage treatment systems (SSTS). These funds are available for low-income homeowners only to fix imminent health threat or failing systems.

Program Policies

The Minnesota Pollution Control Agency determines eligibility and fund amounts for this program. This grant requires a work plan with the following information:

- What is your county's criteria for "low-income" qualification?;
- What is the maximum amount, if any, a single recipient can receive?;
- Will administrative costs be deducted from this grant?;

Additional information on the SSTS program is available on the MPCA website at:
www.pca.state.mn.us/programs/ists/index.html.

Work Plan Requirements

When building a work plan in eLINK, budget and activity details are entered into separate modules and then linked together by the user at the work plan submission stage. Entering data into the following modules is required for the work plan.

- **Cooperators** module: contact information for any person or organization providing match or local contributions for this program must be entered into this module. Contact information in this module will be linked to both the fund manager and the land and water project modules.
 - ✓ Click the **Cooperators** module.
 - ✓ Click the **Cooperator Search** link to verify if information has been previously entered. For persons and organizations that were previously entered, cooperator information should be updated as necessary; verifying that the individual cooperator information is checked **Active**.
 - ✓ Click **Add Cooperator** to enter additional persons or organizations not already in the database.
 - **Details** tab = complete cooperator information for each person or organization.
 - * **Cooperator Type** = select **Funding Agencies** for any person or organization providing required match or additional leveraged funds.
 - * **Agency Type** = select the appropriate **Agency Type** for the funding agency.

- **Additional Contacts, Locations, and Notes** tabs = entering information into these tabs is optional or not applicable.
 - ✓ Click **Ok** to save changes and close the module.

 - **Fund Manager** module: BWSR will create the – Low-Income SSTS Upgrades grant fund in eLINK. The local grant program representative is responsible for creating and entering all match funds or contributions. The amount of these local funds must meet the minimum grant program requirements found in the grant agreement.
 - ✓ Click the **Fund Manager** module
 - ✓ Click the **Add Fund** link to enter matching funding sources not already in the database. Landowner contributions do not need to be represented individually – see note.
 - * **Fund Name** = enter a descriptive fund name.
 - * **Fund Category** = select **Local Fund**.
 - * **Fund Type** = select **Local Cash**.
 - * **Fund Status** = select **Active** from the drop-down list.
 - * **Year** = enter grant fiscal year used by the funding agency.
 - * **Agency** = select name of funding source from the drop-down list. This list is populated from entries in the **Cooperator** module. If a particular agency does not appear in this list; return to the **Cooperator** module to enter information.
 - * **Starting Balance** = enter the beginning balance available from the fund.
 - * Remaining fields are optional or not applicable for the work plan.
- Note:** To represent combined landowner match in the work plan, a cooperator (generically named *Landowner*), will need to be created. Select **Cooperator Type** = **Funding Agencies**, and **Agency Type** = **Other**.
- ✓ Click **Ok** to save changes and close the fund. Repeat for additional match or leveraged funds.
-
- **Initiatives** module: An initiative will be entered for grant administration activities.. Entries in this module and the **Land & Water Projects** module will be linked together to build the overall work plan and budget.
 - ✓ Click the **Initiatives** module
 - ✓ Click **Add Initiative** to enter a new initiative as part of the work plan.
 - **Details** tab: complete the following detail information for each initiative.
 - * **Initiative Name** = enter a name that is descriptive of the initiative such as *SSTS Low-Income Upgrades Grant Administrative Costs*
 - * **Initiative Type** = select from the following list for the initiative.
 - * **Admin/Coordination**: select for local grant administration and reporting Up to 10% of the grant may be used for this initiative.
 - * **Planned Start Date** = enter the beginning date of the grant agreement.
 - * **Planned Completion Date** = enter ending date of the grant agreement.
 - * **Description** = briefly describe the activities that will be accomplished within this initiative.
 - * Remaining fields are optional or not applicable to the work plan.
 - **Financial Services** tab – Click **Add**. In the window that opens, click **Search**, highlight the BWSR-created -Low-Income SSTS Upgrades fund and click **Select**. Repeat for any match or leveraged funds used for the initiative.
 - * **Amount Budgeted** = enter the amount allocated from the fund for the initiative.
 - Remaining tabs are optional or not applicable to the work plan.

- ✓ Click **Ok** to save changes and close the initiative. Repeat for additional initiatives.
- **Land & Water Projects** module: This module is used to enter information for on-the-ground practices that have specific locations identified.
 - ✓ Click the **Land and Water Projects** module.
 - ✓ Click **Add Project** link to enter new projects.
 - **Details** tab – complete detail information for each project.
 - * **Project Name** = enter a name that uniquely describes the conservation practice(s) such as *Anticipated Low-Income SSTS Upgrade*. Do not use the landowner name.
 - * **Description** = briefly describe the project.
 - * Remaining fields are optional or not applicable to the work plan.
 - **Financial Services** tab –Click **Add**. In the window that opens, **Search** for, highlight, and **Select** the funds used for the project. Repeat for all funds used for the project.
 - * **Amount Budgeted** = for each fund, enter the cost estimate or amount allocated from the fund for labor, materials and construction of the BMP/Activity.
 - * Entering information into the remaining fields is optional or not applicable to the work plan.
 - Remaining tabs are optional or not applicable to the work plan.
 - ✓ Scroll down and click **Ok** to save changes and close the project. Repeat for additional **Land & Water Projects**. To represent labor, materials and construction costs in the budget for practices that are anticipated to be installed but do not have specific landowners or locations identified at the time of the work plan, a single placeholder **Land & Water Project** may be entered with a name *Anticipated SSTS Projects*. For this temporary placeholder project, only the **Project Name** in the **Details** tab and the **Amount Budgeted** in the **Financial Services** tab will be used. This project will be replaced through reporting as specific practices are installed through renaming this project and completing details or in some cases through entering new projects and adjusting information in the financial services tab accordingly.
- **Grants** module: This module is used to submit work plans and reports for review and approval.
 - ✓ Click the **Grants** module.
 - ✓ Click **Application Search**. Enter 2013 in the **Year** and click the **Search** button to bring up the available grants.
 - ✓ Highlight the appropriate grant and click the **Applications** button to activate.
 - ✓ Click **New** to open a work plan.
 - **Application** tab = Enter a name. Answer all questions that apply to the grant.
 - **Project/Initiatives** tab = Click the **Attach All Projects/Initiatives** button to auto-fill all **Initiatives** and **Land & Water Projects** that have the fund attached. If any do not appear, click the **Link** button and the **Search** button in the window that opens. Select the missing projects and initiatives and be sure to edit these by linking the fund in the **Financial Services** tab of the initiative or module.
 - Prior to submittal = click the **View Application** button on the bottom of the **Application** tab to review entire work plan. If changes are needed at this point, click **Ok** to save the work plan in progress. Return to the appropriate module and follow the instructions above for that module to make corrections. Return to the work plan in the Grants module and click the **View Application** button again to view the updated work plan.
 - **Status** tab –select **Workplan Submitted** from the **Next Status** dropdown menu after reviewing the work plan for completeness. Add any comments or notes to BWSR staff as

necessary regarding the submittal. Click **Ok** to save the status change and lock your projects and initiatives from further editing. A PDF copy of the work plan summary report will be written to the **Attachments** tab.

- The remaining tabs do not require work plan entries.
- ✓ Click **Ok** to save changes. Send an email to your BWSR Board Conservationist to indicate work plan entries are complete.
- Remaining modules are optional or not necessary for the work plan.

Reporting Requirements

Annual reporting requires updating activities and expenditures in the same eLINK modules used for the work plan according to the instructions below. This reporting is to be completed February 1 of each year of the grant agreement.

- **Cooperators** module: any person or organization receiving funds to install BMPs must be entered into this module.
 - ✓ Click the **Cooperators** module
 - ✓ Click the **Cooperator Search** link. If a person or organization has received funds in the past, the cooperator information does not need to be re-entered. Search for the person or organization using this screen to verify (**Active** is selected by default; uncheck the active box to verify all entries). Edit any cooperator information as necessary to ensure the entry is active and the information is up-to-date.
 - ✓ Click **Add Cooperator** to enter information for additional persons or organizations not already in the database.
 - **Details** tab = complete cooperator information for each person or organization.
 - * **Cooperator Type** = select **Landowner** for any person or organization receiving funds.
 - **Additional Contacts, Locations, and Notes** tabs = entering information into these tabs is optional for this program unless otherwise instructed.
 - ✓ Click **Ok** to save changes and close the module. Repeat for additional cooperators.
- **Fund Manager** module: Any local or matching funds used for this program not identified or entered when completing the work plan must be entered in this module. Grantees are encouraged to include all revenue sources including those above and beyond the match requirements. See requirements for entering a work plan for information on completing this module.
- **Initiatives** module: For each initiative entered in the work plan, the following information will be entered or updated.
 - ✓ Click the **Initiatives** module.
 - ✓ Click the **Initiatives Search** link to view and edit initiatives and report on the accomplishments.
 - **Details** tab
 - * **Actual Start Date** = actual date work on the initiative was started.
 - * **Actual Completion Date** = actual date work on the initiative was completed.
 - * **Actual Results** = enter information to date about what the project actually accomplished.

- * **Comments** = use this field to indicate any approved grant amendment information specific to the initiative. Include the nature of the change, the date of communication, and the names of the people involved.

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- **Financial Services** tab – Click **Add**. In the window that opens, **Search** for, highlight, and **Select** the funds used for the project. Repeat for all funds used for the project.
 - * Highlight a fund. **Amount Approved** = for each fund, enter the final amount allocated from the fund for the BMP/Activity.
 - * Click **Spend Trans** and then click **Add**.
 - **Amount**: enter the amount spent on the project.
 - **Created By**: select the name of the person creating the transaction.
 - **Trans Date**: enter the date of the transaction.
 - Select partial or final under **Payment Type**.
 - Enter the **Check No**.
 - Entering information into the remaining fields is optional or not applicable. Repeat for each expenditure.

Entering information into the remaining fields is optional or not applicable. Click **Close** at the bottom of the screen.

- * Repeat for additional expenditures.
 - Remaining tabs and fields are optional or not applicable for reporting.
- ✓ Click **Ok** to save changes and close the initiative. Repeat for additional initiatives.

▪ **Land and Water Projects** module: This module is used to enter information for and map on-the-ground practices that have specific locations identified. Individual contracts providing financial assistance to landowners or other government entities should be entered as separate projects. Questions regarding grouping practices or projects should be directed to your BWSR Board Conservationist.

- ✓ Click the **Land and Water Projects** module.
- ✓ Click the **Project Search** link to view and update project information that was entered through the work plan or click the **Add Project** link to enter new projects.
 - **Details** tab – complete detail information for each project.
 - * **Project Name** = enter a name that uniquely describes the conservation practice Do not use the landowner name.
 - * **Project Number** = enter a project number
 - * **Approval Date** = date of board/council action authorizing the contract
 - * **Actual Start Date** = actual date the project began.
 - * **Actual Completion Date** = date of board/council action authorizing final payment
 - * **Actual Results** = briefly describe the actual results of the project.
 - * **Comments** = use this field to indicate any approved grant amendment information specific to the initiative. Include the nature of the change, the date of communication, and the names of the people involved.
 - * Remaining fields are optional for this program unless otherwise instructed
 - **Cooperators** tab - click **Link Cooperator** to associate the project with persons and organizations (entered in the **Cooperator** module) associated with each project. Check the landowner as the **Primary** cooperator.

- **BMPs/Activities** tab - click **Add** to enter the following BMP information and repeat for each component of the practice.
 - * **Activity Type** = BMPs
 - * **BMP/Activity Name** = select appropriate eligible component(s) from the drop-down list.
 - * **Lifespan** = select the appropriate lifespan for the BMP.
 - * **Actual Acres/Feet/Count** = enter the completed number under the appropriate unit for the project
 - * Click **OK** on this screen, and then **Apply** to save the project. Reselect the activity and click **Draw Shape**. Follow the instructions for creating features in the help section of the **Map** module for mapping each activity. All installed practices must be mapped. Additional mapping guidance can be found at: www.bwsr.state.mn.us/outreach/eLINK/index.html
 - * Entering information into the remaining fields is optional or not applicable.
- **Indicators** tab – click **Add** to complete indicator information (also known as *benefit calculation* or *pollution reduction*). Add indicators as appropriate for the BMPs used in the project. Many projects will have more than one indicator, (Soil, Sediment and Phosphorous for example).
 - * **Category** = select the appropriate category from the dropdown list.
 - * **Indicator** = select the appropriate pollutant from the dropdown list.
 - * **Indicator Numeric Value** = enter the resulting value from your calculation.
 - * **BMP/Activity** = Select the appropriate BMP/Activity from the dropdown list if the calculation is for a specific BMP rather than the entire project.
 - * **Calculation Method** = select the calculation method used in determining the indicator value.
 - * **Comments** = enter comments that describe any assumptions used in calculating the indicator information that may be helpful in future analysis.
 - * Entering information into the remaining fields is optional or not applicable.
- **Financial Services** tab – Click **Add**. In the window that opens, **Search** for, highlight, and **Select** the funds used for the project. Repeat for all funds used for the project.
 - * Highlight a fund. **Amount Approved** = for each fund, enter the final amount allocated from the fund for the BMP/Activity.
 - * Click **Spend Trans** and then click **Add**.
 - **Amount:** enter the amount spent on the project.
 - **Created By:** select the name of the person creating the transaction.
 - **Trans Date:** enter the date of the transaction.
 - Select partial or final under **Payment Type**.
 - Enter the **Check No.**
 - Entering information into the remaining fields is optional or not applicable. Repeat for each expenditure.
- **Inspections** tab - enter inspection information for each project following grant program policies. Note that Query Builder can provide a list of inspections due for projects using **Lifespan** information and actual completion dates entered above.

Note: Pop-up blocker may need to be turned off on your computer for the mapping function to open.

- **Attachments** tab – entering information in this tab is voluntary although BWSR recommends attaching a few photos or other relevant documentation for the project.
 - **Notes** tab – entering information in this tab is voluntary.
- ✓ Scroll down and click **Ok** to save changes and save the project. Repeat for additional projects.
- **Grants** module:
 - ✓ Click the **Grants** module.
 - ✓ Click **Application Search**. Click the **Search** button to bring up the available grants.
 - ✓ Highlight the grant and click **Applications** to activate.
 - ✓ Highlight the appropriate work plan and click **Edit** to open.
 - **Application** tab - enter the actual results achieved through the program.
 - **Project/Initiatives** tab - click the **Attach All Projects/Initiatives** button to auto-fill additional **Initiatives** and **Land & Water Projects** that were entered through reporting. If any do not appear, click the **Link** button and the **Search** button in the window that pens. Select the missing projects and initiatives and be sure to edit these by linking the fund in the **Financial Services** tab of the initiative or module.
 - **Status** tab - select the appropriate status from the **Next Status** drop down menu. Comments may be added.
 - ✓ Click **Ok** to save changes and close the module.
- **Summary Reports** module: this module can be used for a variety of tasks such as viewing fund activities, verifying project entries, or printing summary report of multiple project entries. Printed reports do not need to be submitted to BWSR.

Return of Unspent Funds to the State

Any grant funds remaining unspent or becoming unencumbered after the end of the expiration date in the grant agreement must be returned to BWSR. Use the Returned Check Form available on the BWSR website for returning unused funds and the following process to represent these returned funds in eLINK.

- ✓ Click the **Initiatives** module and select **Add Initiative**.
 - **Details** tab – Enter *Returned Funds* as the initiative name and select **Funds Returned to BWSR** in dropdown list under **Initiative Type**.
 - **Financial Services** tab – Click **Add**. In the window that opens, **Search** for and **Select** the correct fund.
 - * Highlight the fund. Click **Spend Trans** and then click **Add**.
 - Enter the **Amount** of unused funds being returned to BWSR
 - Select the name of the person creating the transaction from the dropdown
 - Enter the **Check No** and select the corresponding date from the check under **Trans Date**
 - Entering information into the remaining fields is optional or not applicable.
- ✓ Click **Ok** to save changes and close the module.

This guide is intended to provide instructions and assistance with grant reporting requirements in eLINK4Web. Information and assistance with the software is available in the Help sections of the eLINK4Web program, or by contacting the BWSR eLINK4Web staff at www.bwsr.state.mn.us/outreach/eLINK/index.html. Grant program specific questions beyond the information provided in this guide should be directed to your BWSR Board Conservationist (contact information can be found at www.bwsr.state.mn.us/contact/index.html) or to the Program Manager identified for the grant program.

eLINK4Web is a tool for Minnesota's local government to help manage conservation projects and run operations more effectively. This web-based, GIS-enabled software package provides local staff with an integrated administrative, operational, and decision-making system to support daily business activities. eLINK4Web is continually evolving to better achieve the needs of its users. If you have suggestions or comments, please direct them to: conor.donnelly@state.mn.us or tim.ogg@state.mn.us.

ITEM # Consent 5
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Miller, Ann Marie ▼	Administrative Assistant ▼	Sep ▼ 11 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Roseau County Trailblazers Maintenance and Grooming Grant Agreement

***Background (Provide sufficient detail of the subject):**
 The Roseau County Trailblazers are requesting Board approval of the 2012-2013 Maintenance and Grooming Grant Agreement for the BISF 1 Trail in the amount of \$121,808.40.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

Minnesota Department of Natural Resources

Division of Parks and Trails
246 125th Avenue NE, Thief River Falls, MN 56701



September 5, 2012

Russel Walker, Board Chair
Roseau County
606 5th Ave. SW, Room 131
Roseau, MN 56751

Dear Russel,

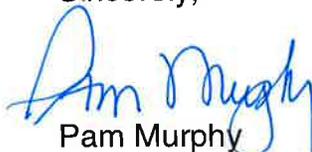
Enclosed with this letter are three (3) copies of the agreement, in the amount of \$121,808.40, between the State of Minnesota and Roseau County Trailblazers, Inc. for the operation and maintenance of the Roseau County Trailblazers/BISF 1 trail for the 2012-2013 snowmobile season. **Please review this agreement and have the appropriate individual(s) sign all three (3) copies and return the signed copies to this office for processing.**

Once the appropriate DNR signatures have been affixed to the agreement, an executed agreement will be sent to you. Please note that no charges may be made against this agreement until all signatures have been obtained and you have been notified of this grant's effective date.

If you have any questions, please contact our office.

Thank you.

Sincerely,


Pam Murphy
OAS, PAT Area Office

Enclosures (3)

CC: Rich Gross
Roseau County Trailblazers, Inc.
43281 Co Road 124
Roseau, MN 56751



**MINNESOTA SNOWMOBILE TRAILS ASSISTANCE PROGRAM
SNOWMOBILE FY 2013
MAINTENANCE AND GROOMING GRANT AGREEMENT**

Local Unit of Government (Sponsor)	Trail/Club Name	Grant Amount
Roseau County	Roseau Trailblazers	\$121,808.40

THIS AGREEMENT is made between the STATE OF MINNESOTA, acting by and through the Commissioner of Natural Resources, hereinafter referred to as the "State," and Local Unit of Government, hereinafter referred to as the "Sponsor" relating to the maintenance and grooming of the trails specified above; and

WHEREAS, the Sponsor desires to maintain trails for the enjoyment of the public; and

WHEREAS, the Minnesota Snowmobile Trails Assistance Program provides grants to local units of government for the maintenance of recreational trails pursuant to Minnesota Statutes Chapter 84.83; and

WHEREAS, the Sponsor has applied to the State for a grant for said trails and has submitted the Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming application form, maps, required attachments, and resolution of the Sponsor authorizing the proposed maintenance and grooming and said application form, map and resolution are attached and incorporated into this agreement as Exhibit A, hereinafter referred to as the "Plan"; and

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

A. TRAIL OBLIGATION OF THE SPONSOR. The Sponsor agrees to maintain the proposed trails in accordance with the guidelines contained within the current **Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual**, hereinafter referred to as the "Manual" as accepted or amended by the State. All work will be the responsibility of the Sponsor, it's employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota. The Sponsor shall:

1. Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.

2. Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

B. TECHNICAL ASSISTANCE. Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

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

D. DISBURSEMENT. The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified in section F. This grant shall not exceed the Grant Amount as specified above. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

E. GROOMING. In order to receive maximum disbursement from this Agreement, the Sponsor agrees to groom the entire Trail referred to within the Plan in accordance with the Trail Grooming Guidelines established in the Manual.

F. PAYMENT.

3. Trail Completion Benchmark, 40% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

4. Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount

A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

3. Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount

The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

4. Trail Closure/Application Submission Benchmark, 10% of Total Grant Amount

The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the "anticipated" alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

G. PENALTIES.

- e) If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 40% of the Total Annual Grant Amount.

- f) If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
- g) If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
- h) If it is determined that the **Trail Closure/Application Submission Certification** benchmark in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 10% of the total annual Grant Amount.

In addition to the above penalties, the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Trails Assistance Program for up to 3 years.

H. ACCOUNTING AND AUDIT. The Sponsor shall maintain books, records, documents, and other evidence relevant to this grant and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Sponsor shall use generally accepted accounting principles and these records shall be retained for six years after this grant terminates. The State, its representative or the legislative auditor shall have the right to examine this evidence and the Sponsor shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this grant.

I. WORKER'S COMPENSATION. The Sponsor shall comply with the provisions for worker's compensation in Minnesota Statutes Chapter 176.181, Subd. 1 and 176.182 and all applicable rules and subsequent amendments thereto.

J. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The provisions of the Minnesota Tort Claims Act, Minnesota Statutes Chapter 3.736 and other applicable law shall govern the State's liability. The provisions of Minnesota Political Subdivisions Tort Liability, Minnesota Statutes Chapter 466.02 and other applicable law shall govern the Sponsor's liability.

K. TERM.

K.1 **Effective date: August 1, 2012**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

K.2 **Expiration date: June 30, 2013**, or until all obligations have been satisfactorily fulfilled, whichever is sooner.

L. TERMINATION. This Agreement may be terminated by the State in the event of a default by the Sponsor; the legislature appropriates insufficient monies for the program, or the abandonment of the Trail. The State and the Sponsor may also terminate it upon mutual agreement, upon 30 days' written notice to each entity.

M. ASSIGNMENT OR MODIFICATION. The Sponsor may not assign any of its rights or obligations under this Agreement without the prior written consent of the State. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by both parties to this Agreement.

N. DATA DISCLOSURE. Under Minnesota Statutes § 270.66, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

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

P. AUTHORIZED REPRESENTATIVE. The State's Authorized Representative is the Trail Area Supervisor from the Parks and Trails Division of the Department of Natural Resources for the area where the trail is located, or his/her successor, and has the responsibility to monitor the Sponsors performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage (http://files.dnr.state.mn.us/assistance/grants/recreation/ohv/area_supps.pdf).

The Sponsor's Authorized Representative is the contact person and individual who provide the authorized signature for the Sponsor, which can be found on the program application (incorporated here into this agreement by reference). If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

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

Q. INVASIVE SPECIES PREVENTION. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

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

LOCAL UNIT OF GOVERNMENT SPONSOR

Local Unit of Government (Sponsor)		
Roseau County		
Authorized Signature	Title	Date
Authorized Signature	Title	Date



DEPARTMENT OF NATURAL RESOURCES

Individual certifies that funds have been encumbered as required by M.S. § 16A.15 and 16C.05.	State Encumbrance Verification	Date
	SWIFT PO #: 26534	8/24/12
Signature (Recommend for Approval)	Parks and Trails Regional Manager	Date
Authorized Signature	Parks and Trails Division Director	Date

ITEM # Consent 6

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Foss, Karen ▼	Attorney ▼	Sep ▼ 11 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
Request for Board approval of Victim Services Grant for 2012-2013

***Background (Provide sufficient detail of the subject):**
Need signatures for Grant Agreement for upcoming year.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator



Alcohol
and Gambling
Enforcement

Bureau of Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal



Office of Justice Programs

445 Minnesota Street • Suite 2300 • Saint Paul, Minnesota 55101-1515

Phone: 651.201.7300 • Fax: 651.296.5787 • TTY: 651.205.4827 • Toll Free 1-888.622.8799

<http://ojp.dps.mn.gov>

To: FY13 Crime Victim Services Grantee
From: Cecilia Miller, Crime Victim Services Grants Director
Re: Grant Contracts, Signature Documents and Reporting Requirements

Enclosed you will find three copies of your organization's FY13 grant contract along with other signature documents and reporting requirement information that pertains to your organization's funding allocation. Please take time to review everything in this mailing and pass along pertinent information to others in your organization.

Please submit all three copies of your grant contract and any other documents included that require a signature as soon as possible to Sharon Schultz at the address above. All signatures must be original as no copies will be accepted.

Once your grant contract has been executed you will receive a copy of your contract and instructions for requesting an advance, if applicable.

If you have any questions, please contact your grant manager.



Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crime Victim Services 2013 Grant Agreement No.: A-CVS-2013-ROSEAUAO-00146
Grantee: Roseau County, Attorney's Office 606 SW 5th Avenue Room 140 Roseau, Minnesota 56751	Grant Agreement Term: Effective Date: 10/1/2012 Expiration Date: 9/30/2013
Grantee's Authorized Representative: Karen Foss, County Attorney Roseau County Attorney's Office 606 SW 5th Avenue Room 10 Roseau, Minnesota 56751 (218) 463-4100	Grant Agreement Amount: Original Agreement \$40,000.00 Matching Requirement \$0.00
State's Authorized Representative: Dana Garry, Grants Program Specialist Crime Victim Services 445 Minnesota Street Suite 2300, Bremer Tower St. Paul, Minnesota 55101 (651) 201-7317	Federal Funding: CFDA None State Funding: Laws of 2011 Special Session. Chapter 1, Article 1 Section 11 Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Crime Victim Services 2013 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Bremer Tower, 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Crime Victim Services 2013 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<http://app.dps.mn.gov/Egrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-CVS-2013-ROSEAUAO-00146/3-13184

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

ITEM # Comm Rep
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Roadfeldt, Gwynne	Insurance Committee	Sep 11 2012

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
INSURANCE COMMITTEE RECOMMENDATION 2013

***Background (Provide sufficient detail of the subject):**
 We have received our 2013 Benefit Rates. We received a 1% increase for our Health Insurance Plans. We recommend the County Contribution include this 1% increase.

Total Annual Cost To County - \$ 7,356.00

***Legal Consideration:**

***Other Consideration:**
 Review Wellness Pilot-2nd year. Review other benefits offered with 100% employee cost.

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Comm Rep
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Pelowski, Jeff ▼	Interim Coordinator ▼	Sep ▼ 11 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 RBEG Grant Loan Committee

***Background (Provide sufficient detail of the subject):**
 As part of the RBEG Grant requirements, the Board must establish a Loan Committee. The Operations Committee is recommending a five member Loan Committee which will consist of two Commissioners, the County Auditor as an ex officio member and three members of the local banking industry.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Auditor 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Monsrud, Martie ▼	Auditor ▼	Sep ▼ 11 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 GASB 54 Fund Balance Policy

***Background (Provide sufficient detail of the subject):**
 Colleen Hoffman has requested we pass this policy.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

COUNTY OF ROSEAU, MN

FUND BALANCE POLICY

Adopted September 11, 2012

I. PURPOSE

The purpose of this policy is to establish specific guidelines the County of Roseau will use to maintain an adequate level of fund balance to provide for cash flow requirements and contingency needs because half of the major revenues, including property taxes and other government aids are received in the second half of the County's fiscal year.

The purpose of this policy is to also establish specific guidelines the County of Roseau will use to classify fund balances into a categories based primarily on the extent to which the County is bound to honor constraints on the specific purposes for which amounts in these funds can be spent.

II. CLASSIFICATION OF FUND BALANCE/PROCEDURES

1. Nonspendable

- This category includes fund balances that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include inventories and prepaid amounts.

2. Restricted

- Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation.

3. Committed

- Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the County Board. The committed amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action it employed to commit those amounts.
- The County Board will annually or as deemed necessary commit specific revenue sources for specified purposes by resolution. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period.

- To remove the constraint on specified use of committed resources the County Board shall pass a resolution

4. Assigned

- Amounts that are constrained by the County's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance in the General Fund includes amounts that are intended to be used for specific purposes.
- The County Board has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the County Auditor.

5. Unassigned

- Unassigned fund balance represents the residual classification for the General Fund. It includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned fund balance amount.
 - i. The County will maintain an unrestricted fund balance in the General fund of an amount not less than **35 to 50 %** of the next year's budgeted expenditures of the General fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids are received in the second half of the County's fiscal year.
 - ii. Unrestricted fund balance can be "spent down" if there is an anticipated budget shortfall.
 - iii. If spending unrestricted fund balance in designated circumstances has reduced unrestricted fund balance to a point below the minimum targeted level, as noted above, the replenishment will be funded by future tax levies.

II. STABILIZATION ARRANGEMENTS

Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.

The County Board will set aside amounts by motion as deemed necessary that can only be expended when a natural disaster, flooding, tornado, etc. exist as the need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

III. MONITORING AND REPORTING

The County Auditor shall annually prepare the status of fund balances in relation to this policy and present to the County Board in conjunction with the development of the annual budget.

When both restricted and unrestricted resources are available for use, it is the County's policy to first use restricted resources, and then use unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, it is the County's policy to use resources in the following order; 1.) committed 2.) assigned and 3.) unassigned.

A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General Fund.

ITEM # Auditor 4

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Monsrud, Martie ▼	Auditor ▼	Sep ▼ 11 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
Set the tax forfeited land sale date and time

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

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Auditor 5
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Monsrud, Martie ▼	Auditor ▼	Sep ▼ 11 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Memorandum of Agreement between University of Minnesota and Roseau County Extension

***Background (Provide sufficient detail of the subject):**
 See attached agreement

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:

Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

Agreement
Between the University of Minnesota
And
Roseau County
For providing Extension programs locally and Employing
Extension Staff

This Agreement (“Agreement”) between the County of Roseau Minnesota and the Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2013, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2013 and ending on December 31, 2015, unless earlier terminated as provided in paragraphs 7 and 8.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University’s state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

Program	FTE	2013 Price	FTE	2014 Price	FTE	2015 Price
		\$0		\$0		\$0
4-H Program Coordinator	1.00	\$65,550	1.00	\$66,530	1.00	\$67,530
		\$0		\$0		\$0
Total	1.00	\$65,550	1.00	\$66,530	1.00	\$67,530

* For multiple Educators, list program area of responsibility:

1. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.
2. University will be responsible for providing the following: salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of office space, telephone, computer, network connections for email and other communications, software, support staff and other general office supplies. The University will recommend technology needs and other office standards. Nevertheless, the level of availability and type of such support will be determined by the County.

3. University will bill the County on a quarterly basis and the County will submit payment within thirty (30) days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four (4) equal quarterly payments.
4. As vacancies occur, and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County Extension Committee. The County will not be billed for a position during the time that position is vacant.
5. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

6. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34. The parties acknowledge that County extension educational programming includes University's Nutrition Education Program educational programming.
7. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of three (3) months notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.
8. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:

If to University:

University of Minnesota
 Minnesota Extension
 Attn: Chief Operating Officer
 246 Coffey Hall
 1420 Eckles Avenue
 St. Paul, MN 55108
 Facsimile Mo.: 612-625-6227
 E-mail: werne012@umn.edu

9. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.
10. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

11. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

12. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

COUNTY of Roseau

Regents of the University of Minnesota

BY _____
Chair, County Board of Commissioners

BY _____

DATE _____

DATE _____

Approved as to form:

BY _____
County Attorney

DATE _____

BY _____

DATE _____

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



*Person Responsible for Request	*Department	*Board Meeting Date		
Miller, Ann Marie ▼	Administrative Assistant ▼	Sep ▼	11 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Roseau River Watershed District Board

***Background (Provide sufficient detail of the subject):**
 The Board will review applications and select one member to be appointed to the Roseau River Watershed District Board of Managers.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

Submitted by Floyd Haugen

ROSEAU RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Thank you for your interest in serving on the Roseau River Watershed Board. Please answer the questions listed below and return the Questionnaire in the enclosed self-addressed stamped envelope. Do not be concerned if you are unable to answer all the questions

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

I attend the meetings and have good general knowledge of the watershed. I would like to be able to apply that knowledge to help solve problems within the watershed.

2. If appointed, how do you feel you could positively affect the watershed?

Have the ability to hear and listen to peoples complaints and work with board or boards to solve the problems. I am willing to take the time necessary to go and meet with anyone who may have a concern or question and see the situation first hand.

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

Present the facts that I have, and let the other board members respond.

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

Look and listen to all the material and facts from all entities involved. I would hope and we need to work closer with the County board with more harmony. We need to take a proactive approach and solve the problems, not shove them under the table.

5. What are your thoughts or opinions on the City of Roseau flood plan? Do you support a diversion or levy?/Would you support the final plan by the Army Corp of Engineers?/If not, how would you finance an alternative plan?

Without seeing the final plan, I would support a diversion and finance needs to come from the outside as the cost would be too great on the city.

ROSEAU RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

6. What is your opinion on water retention? Should they be on private land or government managed land? How would you proceed if the state would not cooperate on holding water on their land?
Retention areas should be done where possible without taking someones livelihood. Private land should be compensated. State land belongs to everyone, so no compensation. If the state don't cooperate, we need to work thru our representatives and senators.
7. Should better drainage of the watershed be a consideration? Should field drainage be more restricted? Less restrictive?
yes it should. Drainage is crucial to the agricultural industry in the county.
8. What impact do you feel beaver have in the watershed? Should more money be spent to control beaver? Is it the responsibility of the taxpayer in the watershed or the state department of natural resources to control beaver?
Beaver has a large impact and needs to be controlled and has to be done thru the county board in control and the costs should be shared with the DNR.
9. What in your opinion is the Roseau River Watershed currently doing well? How could the Roseau River Watershed improve?
are talking and planing retention areas upstream, which is important to hold back water at peak flows for a short period of time. Need to get debris out of main channel (Roseau River) where needed to move the water more freely.
10. Do you have any other comments you wish to share?
Served on FSA board for 10 years, most as chairman, worked to get national changes that saved millions, been field reporter, been assessor, served on township board many years, worked with fema to get money in for county, townships and had good working relationship. Helped to organize and are a member on the RRW board.

THANK-YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE

reud
9-4-12

ROSEAU RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Name of Nominating Agency:	Roseau County Board of Commissioner
Name of Nominee:	Aaron Robert Magnusson

Mailing Address	36576 270 th St	Work Phone	463-2374
City	Roseau	Home Phone	689-3580
Zip Code	56751	Cell Phone	689-3580
County	Roseau	E-Mail Address	AAMagns@wiktel

- Are you a resident of the Roseau River Watershed District? YES NO
- How long have you been a resident of the Roseau River Watershed District? 29 years
- What is your physical address?
36576 270th St
- Is that the address where you receive your mail? YES NO
- Is that the address on your driver's license? YES NO
- Are you a registered voter? YES NO
- In which precinct are you registered to vote? Stafford
- Why are you interested in serving on the watershed board?
to have a voice

**ROSEAU RIVER WATERSHED MANAGER APPOINTEE
QUESTIONNAIRE**

9. If appointed, how do you feel you could positively affect the watershed?

I would give a good point of view being a farmer

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

I would try to stay impassall and keep an open mind

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?

Keep an open mind and hear all points of view before deciding

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

yes to a certian extent, there still is issues standing that should be looked into

Do you have any other comments you wish to share?

THANK-YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE

ROSEAU RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Name of Nominating Agency:	Roseau County Board of Commissioner
Name of Nominee:	Joe LAUREN

Mailing Address	32878 Cty Rd 139	Work Phone	463-4492
City	Badger	Home Phone	528-2873
Zip Code	56714	Cell Phone	
County	Roseau	E-Mail Address	Joe.LAUREN@me.com

1. Are you a resident of the Roseau River Watershed District? YES NO
2. How long have you been a resident of the Roseau River Watershed District? 20yrs
3. What is your physical address?
32878 Cty Rd 139
Badger MN 56714
4. Is that the address where you receive your mail? YES NO
5. Is that the address on your driver's license? YES NO
6. Are you a registered voter? YES NO
7. In which precinct are you registered to vote? Moose
8. Why are you interested in serving on the watershed board?

Utilize my 22 yrs of project experience
and water dynamics training.



ROSEAU RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

9. If appointed, how do you feel you could positively affect the watershed?

improved Leadership, greater efficiency,
Lower costs.

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

Abstain, have taken ethics Training

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?

Keep calm, Avoid confrontation, gather data,
Work collectively

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

West diversion went well.

They could improve communication, regarding projects and successes.

Do you have any other comments you wish to share?

- 4 yr degree
- 20 yrs project experience - multi million dollar projects
- work well with others
- Able to get things done -

THANK-YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE

ITEM # Cty Bd 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Miller, Ann Marie ▼	Administrative Assistant ▼	Sep ▼	11 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
Two Rivers Watershed District Board

***Background (Provide sufficient detail of the subject):**
The Board will review applications and select one member to be appointed to the Two Rivers Watershed District Board of Managers.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

TWO RIVERS WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Name of Nominating Agency:	Roseau County Board of Commissioners
Name of Nominee:	ALLEN ORVAL BRAZIER

Mailing Address	20463 230 th ST	Work Phone	
City	Greenbush	Home Phone	218 782 2456
Zip Code	56726	Cell Phone	
County	ROSEAU	E-Mail Address	ABRAZIER@WIKIYPL.COM

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

2. How long have you been a resident of the Two Rivers Watershed District? MOST OF MY LIFE I AM 70 YRS OLD.

3. What is your physical address? 20463 230th STREET GREENBUSH MN. 56726

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

5. What is the address on your driver's license? 20463 230th STREET GREENBUSH MN. 56726

6. Are you a registered voter? YES NO

7. In which precinct are you registered to vote? BARTO TOWNSHIP

8. Why are you interested in serving on the watershed board? I AM Retired & have the time to do the job, AND HAVE ALWAYS been interested in this type of thing. I HAVE WORKED IN CONSTRUCTION A GOOD PART OF MY LIFE & UNDERSTAND IT QUITE WELL. I BELIEVE THAT I HAVE THE SKILLS TO HELP THE PEOPLE OF THIS DISTRICT.

TWO RIVERS WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

9. What qualifies you to serve as a manager of the watershed district? *Knowing the way water & ditching works & I believe to foresee what would happen if different things were done, to be able to see the end result.*
10. How would you/do you respond to issues that come before the watershed board that personally affect your situation? *I believe I could put in information but would excuse my self from voting.*
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? *TRY TO LOOK AT THE WHOLE PICTURE & NOT JUST LOOK AT ONE SIDE. KEEP COOL WHEN MEETING.*
12. What in your opinion is the Two Rivers Watershed currently doing well? How could the Two Rivers Watershed improve? *I believe they are doing a pretty good job, but could be a ^{little} ~~little~~ more open minded to all partys involved*

Do you have any other comments you wish to share? *I just believe that ALL PARTYS CONCERNED SHOULD BE HEARD NO MATTER HOW LARGE OR SMALL THERE OPERATION MIGHT BE*

THANK-YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE

TWO RIVERS WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Name of Nominating Agency:	Roseau County Board of Commissioner
Name of Nominee:	(Richard) Dick Novacek

Mailing Address	14225260th	Work Phone	
City	Greenbush	Home Phone	218-782-2749
Zip Code	56726	Cell Phone	218-686-0782
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 Two Rivers Watershed District? 80 years

3. What is your physical address? Same as above.

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

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

6. Are you a registered voter? YES NO

7. In which precinct are you registered to vote?

8. Why are you interested in serving on the watershed board? They know me well enough from the past years.

TWO RIVERS WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Thank you for your interest in serving on the Two Rivers Watershed Board. Please answer the questions listed below and return the Questionnaire in the enclosed self-addressed stamped envelope.

Name: Richard Novacek (Dick)

Address: 14225 260th St.

Educational Background: 15 years of ditch cleaning throughout Rossau County.

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

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

I would like to help with drainage problems that we have in our district.

3. What qualifies you to act as a manager of the watershed district?

I have had years of drainage experience and building roads, etc.

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

I would abstain from voting if the issues of the watershed would affect me or my interests.

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

To reduce disputes between counties & state is to meet together at least once a year (or as often as needed) to discuss the problems. A problem with Kittson County was recently dissolved because of meeting with board members and County Commissioners.

6. What is your opinion on water retention?

I think water retention is a good method to prevent flooding.

TWO RIVERS WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

7. Should better drainage of the watershed be a consideration? Should field drainage be more restricted? Less restrictive?

Yes, better drainage of the watershed should be a consideration. As long as ~~the~~ drainage doesn't hurt anyone downstream, you should allow a man to make a living by approving additional drainage.

8. What impact do you feel beaver have in the watershed? Should more money be spent to control beaver? Whose financial responsibility is it to control beaver?

The beaver doesn't seem to cause a problem in my area. If it does become a problem, government grants could be applied for in controlling them.

9. What in your opinion is the Two Rivers Watershed currently doing well? How could the Two Rivers Watershed improve?

The working relationships between the WD & the counties are improving because of a combined effort to work together and discuss problems.

Limit terms for Board appointments

10. What other comments do you have about your knowledge and ideas pertaining to water shed management taking into consideration the various areas of responsibility including flood control, erosion, drainage, soil, water and wildlife conservation?

We need to use Federal and State money as much as possible to construct projects to reduce financial burdens on local taxpayers. Everyone involved need to work together to be sure there is adequate downstream capacity before ditch improvements are made.

THANK-YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE

ITEM # City Board 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
<input type="text"/>	<input type="text"/>	Sep	11	2012

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

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

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
<input type="text"/>	<input type="text"/>

Board Action:

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

ATTEST: Jeff Pelowski, Interim Coordinator

**Roseau County Board
September 2012 Committee Report
Glenda A. Phillipe**

August 28 – County Board – Roseau

COW

August 29 – LDS Agency on Aging – TRF

Discussed Title III funds for SMT with director; budget for 2013; funding levels.

September 5 – Budgets – Roseau

COW (Sheriff; Courthouse Heads; Operations)

RBEG committee composition.

September 5 – Warroad School Board – Warroad

Information-gathering session. Four topics: finances, resources, change and referendum.

September 7 – Warroad Parks and Rec – Warroad

Legacy grant review with board members.

September 10 – Warroad City Council – Warroad

Public hearing Legacy grant proposal.

September 10 – Warroad School Board – Warroad

September 11 – Roseau County Board – Roseau

COW

September 12 – Lake Township – Warroad

September 17 – RCCoA – Roseau

September 18 – Social Services – Roseau

September 18 – Highway Department – Roseau

September 25 – Warroad Community Education - Warroad

September 25 – Roseau County Board – Roseau

September 26 – Warroad Watershed – Warroad

September 27 – AMC Policy Meeting - Brainerd

JACK SWANSON COMMITTEE REPORTS

SEPTEMBER 5, 2012 - ROSEAU RIVER WATERSHED BOARD; proposed 2013 budget

SEPTEMBER 5, 2012 - SHERIFF'S COMMITTEE; 2013 budget

SEPTEMBER 5, 2012 - COURTHOUSE DEPT HEADS; 2013 budget

SEPTEMBER 5, 2012 - OPERATIONS COMMITTEE; RBEG Grant committee proposal;

DNR easement for RR property

SEPTEMBER 5, 2012 - COMMUNITY JUSTICE COORDINATING COMMITTEE; proposed creation of an adult diversion program (similar to juvenile diversion); discussed teen journey funding

SEPTEMBER 6, 2012 - HEALTH INSURANCE COMMITTEE; 2013 employee insurance rate increase minimal (1%)