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**May 14, 2013**

## **REGULAR BOARD MEETING AGENDA**

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on May 14, 2013 at **9:00** a.m. in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

**9:00 Call to Order**

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

**9:15 Delegations/Board Appointments/Public Comments\***

1. Jerry Bourbonnais, DNR Forestry - State Forest Road Easements
2. Todd Peterson, Roseau CDC - Tax Abatement Proposal

**9:45 Consent Agenda**

1. 4-23-13 Board Proceedings
2. Trailblazers GIA Agreement
3. Public Health Preparedness Plan Revisions
4. Shazam Agreement
5. Eligibility Worker Hires

**10:00 BREAK**

**10:15 Department Reports**

1. Sheriff's Office
  - a. Temporary Dispatch/Jailer Hire
  - b. Advertisement for Deputy Hire
  - c. STS Contract
2. Information Technology
  - a. Pro-West GIS Maintenance Agreement

**10:45 County Board Items**

1. Legislative Update
2. LEAN Committee Appointments
3. PILT Proposal (RRWD)
4. HSEM Director Candidate Selection Committee
5. Commissioner Committee Reports

**11:30 Unfinished Business**

**11:30 Adjourn**

**\*Limited to five minutes**

ITEM # Appt 1

**REQUEST FOR BOARD ACTION**

\* Required Fields



<b>Requestor</b>	<b>*Department</b>	<b>*Board Meeting Date</b>	
Jerry Bourbonnais	DNR	May	14, 2013
<b>Amount of time being requested:</b>		15 min	

**\*Subject Title (As it will appear on the agenda):**  
**DNR Prescriptive Easements for State Forest Roads**

**\*Background (Provide sufficient detail of the subject):**  
 In order to ensure continued access to State Forest lands for DNR managers and the general public, the DNR is identifying and recording prescriptive rights for its State Forest Road network. Please refer to the enclosed FAQ document for more detailed information.

**\*Financial Consideration:**  
 N/A

**\*Legal Consideration:**  
 N/A

**\*Other Consideration:**  
 N/A

**\*Resolution (Wording should reflect the intent of the Board vote):**  
 N/A, Informational only

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator

## **Prescriptive Easements Project FAQ's**

web site: <http://www.dnr.state.mn.us/forestry/easement/index.html>

Contact: Jerry Bourbonnais, Road Easement Specialist

(651)259-5252

[jerry.bourbonais@dnr.state.mn.us](mailto:jerry.bourbonais@dnr.state.mn.us)

*Why are prescriptive easements being pursued by the DNR?*

Traditionally, in many areas, DNR managed lands have been intertwined with those of other natural resources administrators, primarily other governmental agencies and large timber companies. The roads that ran through this mixture of land ownerships were built many years ago, some date back to the 1920's and 30's, and were often managed cooperatively by all who used them. Now, a significant number of parcels of land owned by those large timber companies are being sold to private individuals, who may not have an interest in keeping them open to the DNR and other land managing agencies. Sometimes those citizens attempt to close these roads, causing DNR and other agencies to engage in costly and time-consuming litigation to maintain their rights in the roads systems they have built and maintained for all these many years. Recording the DNR's prescriptive easements will ensure that these roads will be available to the Department's land managers in perpetuity, so they can continue to provide the State's citizens with high quality land management practices.

*What are the benefits of these easements to local citizens?*

Continued management of public lands for a wide variety of forest products will benefit local economies by creating jobs and delivering vital forest products to local and worldwide markets. While DNR is not a public road authority, these roads are generally left open for public travel and can be enjoyed by a wide variety of users. Also, many rural landowners use these roads to access their lands and their access will continue as it is today.

*What changes will I notice due to the DNR recording these prescriptive easements?*

None. The administration and use of these roads will continue in the same manner as they have for the many years the roads have been managed by the DNR. The only difference is that the DNR's interest in these roads will now be formally recognized at the County Recorder's office, to ensure that no landowner will legally be able to close them or limit their use.

*What are Prescriptive Easements?*

Prescriptive easements are the right to use another person's property acquired by continuous usage of that property. They are similar to adverse possession. However, in adverse possession the interest is of full fee ownership, in prescriptive easements the interest is of some lesser rights.

*Who can claim Prescriptive Easements?*

Anyone who uses the land of another, without permission and with a claim of right, over a set period of time. At this time, the State will be claiming its easements from other private landowners, on existing roads. Private landowners cannot claim prescriptive easements over government lands, only those of other private landowners.

*What are the criteria for claiming Prescriptive Easements?*

The use of the land must occur in an actual, open, adverse, exclusive and continuous manner for a period of 15 years. In the case of public road authorities, if public monies are spent on the road, the time period is lessened to 6 years. The DNR is not a public road authority, so the 15 year standard applies to DNR prescriptive easements.

“Actual” means the use occurred, rather than being planned or threatened. “Open” means the use is know to the owner. “Adverse” means the use is without the owner’s expressed permission. “Exclusive” means used only by the individual or entity claiming the rights. “Continuous” means it occurs on a regular basis.\*

\* In rural or undeveloped areas, occasional and sporadic use may give rise to a prescriptive easement. The exact definition of “continuous” varies somewhat based on the nature of the use.

*What lands will be affected by this project?*

DNR will seek prescriptive easements on the lands of any private individuals, corporations and State subdivisions, provided the criteria above are met.

*What about County, Federal and Tribal lands?*

Counties are considered subdivisions of the State, so, as a State agency, DNR has the legal authority to seek prescriptive easements on County lands. The DNR cannot seek prescriptive easements over Federal and Tribal lands.

*Over which roads, routes and trails will DNR be claiming prescriptive easements?*

Prescriptive rights will be sought on roads designated as State Forest roads, both “System” and “Minimum Maintenance”. No access routes or trails will be included.

*What constitutes a road for this project?*

There are 2 classes of State Forest road, System and Minimum Maintenance. The main characteristics and uses of these 2 road classes are outlined in the table below. Additionally, to meet the requirement for prescriptive easement, the roads in this project must have been used for at least 15 years.

	<b>System Road</b>	<b>Minimum Maintenance Road</b>
Characteristics	Designed and maintained to serve highway licensed vehicles Provide forest access where continued management is necessary Provide access to state land for recreational uses, forest protection and forest development Usually connected to the state, county or township public road system	Used for forest access on an intermittent, as needed basis. These roads must be open to all motorized vehicles. These roads will not be maintained to the level where low clearance licensed highway vehicles can routinely travel on them.
Use	Used at least on a weekly basis and often used on a daily basis	Used for forest access on an intermittent, as needed basis.

*What impact will these easements have on private property values and liability of the eased landowners?*

The State Forest roads that are involved in this project have been in existence and have been maintained and used by the DNR for many years. There will be no change in the management of these roads due to the Prescriptive Easement process. Therefore, there is no anticipated change in value to the affected landowners. Additionally, these landowners will not incur any new liability for any incidents related to the use of these roads.

*Will these easements be any specific width?*

No. Prescriptive easements are “rights in use”, so each easement will be for the width of the road, as it has been historically used. This includes any ditches, backslopes or other maintained areas that contribute to the overall roadway.

*How is the width of the easements is determined?*

The easement area is determined by use. Therefore, if the current width of the road, ditches and backslopes is 20 feet, the easement is 20 feet. It is possible the width of the easement area could vary greatly over the course of a road’s length, as many of these roads were built to follow the terrain and are wider or narrower as the land and vegetation patterns allow. The centerline is not defined, nor is there a metes and bounds description, as in a conventional granted easement, the position of the road on the recorded map defines the location of the easement.

*Do these easements give private landowners legal access to their lands adjacent to State Forest Roads?*

No. Because DNR is not a public road authority, the DNR’s road system, while allowing physical access to private lands, at the DNR’s discretion, does not afford legal access. To obtain legal access, private landowners would have to get an easement from their property to a public road or petition a public road authority to take over the State Forest Road adjacent to their land.

Revised on 12/20/2007 1:46:00 PM

*How does this project relate to Off Highway Vehicles (OHV)?*

The process of designating OHV trails is separate from the Prescriptive Easements process and they are not related. If you desire information on the OHV process please refer to the OHV web site at :

<http://www.dnr.state.mn.us/input/mgmtplans/ohv/designation/index.html>

or contact

Brian McCann  
Division of Trails & Waterways  
tel. 651-259-5627  
fax 651-297-5475  
e-mail. [brian.mccann@dnr.state.mn.us](mailto:brian.mccann@dnr.state.mn.us)

*What if I disagree with the DNR's desire to seek a prescriptive easement across my land?*

You can present evidence at a Public Hearing\*, write to the Commissioner of Natural Resources, or within 120 days after the Commissioner of Natural Resources adopts the DNR State Forest road map for the area in which your property interests are included, bring suit in District Court.

\*In order to be included in the permanent records for this project, any evidence provided at the hearing, or after, must be submitted in writing.

ITEM # Appt 2  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>
Todd Peterson ▼	City of Roseau ▼	May ▼ 14 ▼ 2013 ▼

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Tax Abatement Proposal

**\*Background (Provide sufficient detail of the subject):**  
 Todd Peterson, City of Roseau CDC, will present a Tax Abatement Proposal.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator

ITEM # Consent 1  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>		
Miller, Ann Marie ▼	Admin Asst ▼	May ▼	14 ▼	2013 ▼

Amount of time being requested:

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

**\*Background (Provide sufficient detail of the subject):**  
 Requesting approval of the April 23, 2013 Board Meeting proceedings.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

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

**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator

# PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

April 23, 2013

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, April 23, 2013.

## CALL TO ORDER – ROLL CALL – ESTABLISHMENT OF A QUORUM

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

## APPROVAL OF AGENDA

An Interim Emergency Manager discussion was added to the HSEM appointment and authorization to sign a Satisfaction Repayment Agreement was added to the Consent Agenda. A motion to approve the amended Agenda was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously.

## COMMENTS AND ANNOUNCEMENTS

Auditor Monsrud informed the Board that John Hoscheid of Lake of the Woods County has resigned his position on the MCIT Board. If anyone is interested in pursuing this position they should contact MCIT.

## APPROVE BILLS

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

### Warrants Approved For Payment 4/11/2013

Vendor Name	Amount
CENTURLINK	3,709.26
MN DEPT OF FINANCE -TREAS	2,827.50
ROSEAU CITY	10,768.14
5 Payments less than 2,000.00	1,262.20
<b>Final Total:</b>	<b>18,567.10</b>

### Warrants Approved For Payment 4/18/2013

Vendor Name	Amount
MN DEPT OF EMPLOYMENT	7,217.00
MN ENERGY RESOURCES	2,983.55
RB BUILDERS CONSTRUCTION	12,750.53
6 Payments less than 2000.00	2,023.14
<b>Final Total:</b>	<b>24,974.22</b>

### Warrants Approved On 4/23/2013 For Payment 4/26/2013

Vendor Name	Amount
ANOKA COUNTY MEDICAL EXAMINER	2,000.00
CDW GOVERNMENT INC	9,074.55
NORTHERN RESOURCES COOPERATIVE	2,944.05
ROSEAU CO HWY DEPT	3,395.44
RRA INC	3,036.60
44 Payments less than 2,000.00	20,690.44
<b>Final Total:</b>	<b>41,141.08</b>

In addition, the Board approved a forthwith payment to Randy Erickson in the amount of \$490.00 for beaver removal on the Ditch 69 System.

## **DELEGATIONS/BOARD APPOINTMENTS**

Department of Employment and Economic Development Regional Manager Kathy Carney met with the Board to discuss upcoming changes in the local DEED office. Ms. Carney informed the Board that due to funding reductions, the local DEED office will no longer be able to provide services for job seekers, but added that local business services will remain the same. This change was effective February 1, 2013. Kathy noted that Thief River Falls and Bemidji will continue to staff full Workforce Centers for job seekers.

Roseau River Watershed Administrator Tracey Halstensgard met with the Board to provide an update of current and future Watershed projects.

## **CONSENT AGENDA**

A motion to adopt the Consent Agenda was made by Commissioner Phillipe, seconded by Commissioner Miller and carried unanimously. The Board, by adoption of its Consent Agenda, approved the April 9, 2013 Proceedings; approved a two year (July 1, 2013 – June 30, 2015) State of Minnesota Grant Agreement in the amount of \$8,000 for Remote Electronic Alcohol Monitoring; approved a Professional Services Agreement with Integrated Solutions Consulting to complete Roseau County's Five-Year Hazardous Mitigation Plan; approved a Minnesota Lawful Gambling Permit for the Wannaska Community Center raffle to be held in July; acknowledged the April Comp Activity Report; and, authorized Board Chair Falk to sign a Satisfaction Repayment Agreement.

## **DEPARTMENT REPORTS**

### Auditor's Office

Auditor Monsrud informed the Board of a past duplication error in Ordinance numbering and requested approval to issue a new number to the "Limitation of On-Sale Hours for Alcoholic Beverages" Ordinance. A motion to assign number 38 to the Roseau County Ordinance for the "Limitation of On-Sale Hours for Alcoholic Beverages" was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously.

### Social Services

Director Dave Anderson met with the Board to request authorization to hire an Eligibility Worker. Anderson explained that this position is necessary because of expected increased caseloads upon implementation of the Affordable Care Act. Anderson estimates the Federal Government to reimburse approximately 50% of the Eligibility Worker salary. A motion to approve hiring an additional Eligibility Worker was made by Commissioner Swanson, seconded by Commissioner Phillipe and carried unanimously.

### Emergency Management

Emergency Manager Gracia Nelson met with the Board to request approval to establish a Hazardous Mitigation Steering Committee. Nelson explained that this Committee is necessary in order for Integrated Consulting Solutions, Inc. to complete the County's Five-Year Mitigation Plan. Nelson agreed to contact potential members for this Committee. A motion to establish a Hazard Mitigation Steering Committee was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

### Interim Emergency Manager

Due to the retirement of HSEM Director Gracia Nelson, the Board discussed enlisting the assistance of an Emergency Management professional should the need arise. No official action was taken, however, Board consensus was to utilize current personnel should an emergency situation occur.

### Highway Department

Engineer Ketring met with the Board to seek approval of the County's 2013 FEMA Contracts.

A motion to approve a contract with Taggart Excavating & Septic (FEMA PW 1251, SD 91 Lat 4) in the amount of \$79,040.00 was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

A motion to approve a contract with Beito Repair (FEMA PW 1252, CD 26 Lat 2) in the amount of \$104,241.25 was made by Commissioner Foldesi, seconded by Commissioner Phillippe and carried unanimously.

A motion to approve a contract with Taggart Excavating & Septic Service (FEMA PW 1265, CD 9 BR 3) in the amount of \$58,500.00 was made by Commissioner Phillippe, seconded by Commissioner Swanson and carried unanimously.

A motion to approve a contract with Wright Construction (FEMA PW 1277, JD 61 Lat. 3) in the amount of \$95,000.00 was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously.

A motion to approve a contract with R & Q Trucking, Inc. (FEMA PW 1278, CD 7) in the amount of \$47,069.00 was made by Commissioner Miller, seconded by Commissioner Swanson and carried by a 4 to 1 vote with Commissioner Foldesi abstaining.

## **COUNTY BOARD ITEMS**

### Legislative Update

Engineer Ketring updated the Board on proposed legislation for transportation funding. Ketring added that there is concern in how future transportation funding will be distributed throughout the State.

### Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Joint Powers Natural Resource Board, 4/10/13; Sheriff's Committee, 4/15/13; Social Services Board, 4/16/13; Highway Committee, 4/16/13; DWI Court 5<sup>th</sup> Anniversary Celebration, 4/16/13; Building Committee, 4/16/13; Flood Preparedness Webinar, 4/17/13; MN Power Open House, 4/17/13; Rural Business Enterprise Grant/Revolving Loan Committee, 4/18/13; Flood Preparedness Webinar, 4/18/13.

Commissioner Foldesi reported on the following committee(s): Land Asset Committee, 4/2/13; Committee of the Whole, 4/3/13; Labor Negotiation Committee, 4/4/13; Quin Community Advisory Committee, 4/22/13.

Commissioner Miller reported on the following committee(s): Joint Powers Natural Resource Board, 4/11/13; Sheriff's Committee, 4/15/13; Social Services Board, 4/16/13; Highway Committee, 4/16/13; DWI Court 5<sup>th</sup> Anniversary Celebration, 4/16/13; Building

Committee, 4/16/13; MN Power Open House, 4/17/13; Flood Preparedness Webinar, 4/17/13; Minnesota Rural Counties Caucus, 4/18/13.

Commissioner Phillipe reported on the following committee(s): Greater Minnesota Housing Institute, 4/10 – 4/11/13; Warroad Community Park meeting, 4/12/13; Roseau County Committee on Aging Driver Appreciation Dinner, 4/12/13; Sheriff's Committee, 4/15/13; Social Services Board, 4/16/13; Highway Committee, 4/16/13; Land Asset Committee, 4/16/13; DWI Court 5<sup>th</sup> Anniversary Celebration, 4/16/13; Building Committee, 4/16/13; Minnesota Rural Counties Caucus, 4/18/13; Rural Business Enterprise Grant/Revolving Loan Committee, 4/18/13; Warroad City Council, 4/22/13.

Commissioner Swanson reported on the following committee(s): Flood Update Webinar, 4/9/13; Greater Minnesota Housing Institute, 4/10/13; Statewide Radio Board Finance Committee, 4/11/13; Association of Minnesota Counties Conference Planning Committee, 4/11/13; Law Library Committee, 4/12/13; Roseau County Committee on Aging Driver Appreciation Dinner, 4/12/13; Sheriff's Committee, 4/15/13; Social Services Board, 4/16/13; Highway Committee, 4/16/13; DWI Court 5<sup>th</sup> Anniversary Celebration, 4/16/13; Building Committee, 4/16/13; MN Power Open House, 4/17/13; Roseau Community Meeting, 4/17/13; Association of Minnesota Counties Board of Directors, 4/19/13; Gracia Nelson Retirement Party, 4/22/13; Roseau School Community Education Committee, 4/23/13.

Upon motion carried, the Board adjourned the regular meeting at 12:00 p.m. The next regular meeting of the Board is scheduled for May 14, 2013 at 9:00 a.m.

Attest:

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Pelowski, County Coordinator  
Roseau County, Minnesota

\_\_\_\_\_  
Roger Falk, Board Chair  
Board of County Commissioners  
Roseau County, Minnesota

ITEM # Consent 2  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>Requestor</b>	<b>*Department</b>	<b>*Board Meeting Date</b>		
Buck Bue	Trailblazers	May	14	2013

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Roseau County Trailblazers GIA Agreement

**\*Background (Provide sufficient detail of the subject):**  
 The Trailblazers would like to get their Capital Improvement Grant reimbursement approved for the 4 bridges that have been purchased along with site work completed to date.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator



**MINNESOTA SNOWMOBILE TRAIL ASSISTANCE PROGRAM  
CAPITAL IMPROVEMENT REQUEST FOR REIMBURSEMENT**

1. Trail/Club Name: <b>Roseau County Trailblazers</b>		2. Unit of Government Sponsor: <b>Roseau County</b>		3. Date of Request: <b>4/23/2013</b>	
4. Project Title: <b>Bridge Replacement</b>					
5. Reimbursement Period Start Date (For This Request): <b>9/15/2012</b>			6. Reimbursement Period End Date (For This Request): <b>4/22/2013</b>		
7. Expenditures					TOTAL
7A. ADMINISTRATION Explanation: <b>Computer Time, Phone Calls, 22 hours</b>					<b>\$ 616</b>
7B. ACQUISITION Explanation: <b>4- bridges @ \$9,000 per bridge plus transporation \$4,000</b>					<b>\$ 40,000</b>
7C. CONSTRUCTION Explanation: <b>Site inspection &amp; Bridge Site work</b>					<b>\$ 5647.37</b>
7D. FACILITIES Explanation:					\$
8. Total Cost (Sum 7A to 7D): <b>\$ 46,263.37</b>		9. Total Eligible Request at 65% (Q8 X 65%): <b>\$ 30,071.19</b>		10. Available Grant Balance: <b>\$ 35,675.81</b> Year:	
11. Total Grant Request: <b>\$ 30,071.19</b>			12. Grant Balance After This Request (Q10 – Q11): <b>\$ 35,675.81</b>		
13. Development Accomplishments					
13A. Trail Miles Developed and/or Added to GIA System: Description:					
13B. Bridges Constructed To-Date: Description: <b>4</b>					
13C. Parking Areas Developed To-Date: Description:					
14. Sponsor Approval					
I hereby certify that the materials and/or services shown on this document and/or attached invoices have been delivered, that this is my only original invoice and is correct and just and that no part of same has been paid.					
14A. Signature of Trail Administrator:		14B. Telephone Number:		14C. Date of Signature:	
14D. Authorized Signature of Sponsor:		14E. Title:		14F. Date of Signature:	

**15. Required Checklist**

- 15A. Yes  No  Any Bids Required?  
15B. Yes  No  Original Signatures?  
15C. Yes  No  Signed Work Logs?  
15D. Yes  No  Invoices Included for Purchases and Services Over \$100.00?

**DEPARTMENT USE ONLY**

**THIS INVOICE APPROVED FOR PAYMENT BY:**

<b>Area Trails &amp; Waterways Supervisor</b>		Signature:		Date:
<input type="checkbox"/> Partial Final	FY:	CFMS Number:	Amount:	Invoice Number:

# MT Rigmat LLC

PO Box 190  
Charlo, MT 59824

Phone # 855-444-6287

don@mtrigmat.com www.mtrigmat.com



# Sales Order

Date	S.O. No.
4/15/2013	1019

<b>Name / Address</b>
Snowmobile Group Attn: Buck Bue Warroad, MN

<b>Ship To</b>
Warroad, MN

<b>Terms</b>	<b>Due Date</b>	<b>P.O. No.</b>	<b>Rep</b>	<b>Project</b>
Due on receipt	4/15/2013		TJ	

Item	Description	Ordered	U/M	Rate	Amount
Custom Freight	10' x 40' Bridge - with treated timbers Freight to Warroad, MN  Payment required before shipping. DELIVER BY 5/15/2013	4		9,000.00 4,000.00	36,000.00 4,000.00
<b>Total</b>					\$40,000.00





# MINNESOTA SNOWMOBILE TRAILS ASSISTANCE PROGRAM

## OPERATOR'S WORK LOG SHEET

Trail Name <b>Roseau County Trailblazers</b>					Sponsor <b>Roseau County</b>							Year <b>2012-2013</b>				
Date Month/ Day	Operator Name	Labor			Mode of Transportation	Transportation			Other Equipment Used (Include Make & Model)	Other Equipment			TOTAL COST	Type of Work & Location	Expenditure Type	
		Hours	Rate	Cost		Hours	Rate	Cost		Hours	Rate	Cost				
9/8/12	Rich Gross	8	\$16	\$128	Pickup	260 m	.61	\$158.60	ATV	20 m	.50	\$10	\$296.60	Bridge site inspection Ray Mo		
9/8/12	Buck Bue	8	\$16	\$128	Pickup	40 m	.61	\$24.40	ATV	20 m	.50	\$10	\$162.40	Bridge site inspection Ray Mo		
9/15/12	Jay Quaiife	10	\$16	\$160	Pickup	124 m	.61	\$75.64	ATV	8 m	.50	\$4	\$239.64	Bridge site inspection Lost Ri		
9/15/12	Buck Bue	10	\$16	\$160	Pickup	117 m	.61	\$71.37	ATV	8 m	.50	\$4	\$235.37	Bridge site inspection Lost Ri		
9/22/12	Jay Quaiife	11	\$16	\$176	Pickup	124 m	.61	\$75.64	ASVDX4530	9.5 H	\$72	\$684	\$935.64	Site work Lost River area		
9/22/12	Rob Miller	11	\$16	\$176	Pickup	120 m	.61	\$73.20	Chain Saw	7.5	\$7.48	\$56.10	\$305.30	Site work Lost River area		
9/29/12	Rob Miller	10	\$16	\$160	Pickup	70m	.61	\$42.70	ASVDX4530	8 H	\$72	\$576	\$778.70	Site work Lost River area		
9/29/12	Jason Ball	10	\$16	\$160					Chain Saw	5 H	\$7.48	\$37.40	\$197.40	Site work Lost River area		
9/29/12	Randy Obie	10	\$16	\$160	Pickup	70 m	.61	\$42.70	Chain Saw	5 H	\$7.48	\$37.40	\$240.10	Site work Lost River area		
10/6/12	Rob Miller	9	\$16	\$144	Pickup	40 m	.61	\$24.40	ASVDX4530	7 H	\$72	\$504	\$672.40	Site work Ray Morrissette		
10/6/12	Randy Obie	9	\$16	\$144	Pickup	50 m	.61	\$30.50	Chain Saw	4.5	\$7.48	\$33.66	\$208.16	Site work Ray Morrissette		
10/6/12	Jay Quaiife	9	\$16	\$144	Pickup	50 m	.61	\$30.50	Chain Saw	4.5	\$7.48	\$33.66	\$208.16	Site work Ray Morrissette		
10/12/12	Rob Miller	6	\$16	\$96	Pickup	40 m	.61	\$24.40	Chain Saw	5 H	\$7.48	\$37.40	\$157.80	Site work Ray Morrissette		
10/12/12	Randy Obie	6	\$16	\$96	Pickup	60 m	.61	\$36.60	Chain Saw	5 H	\$7.48	\$37.40	\$170	Site work Ray Morrissette		
10/12/12	Jay Quaiife	6	\$16	\$96	Pickup	40 m	.61	\$24.40	ASVDX4530	6 H	\$72	\$432	\$552.40	Site work Ray Morrissette		
10/13/12	Buck Bue	6	\$16	\$96	Pickup	60 m	.61	\$36.60					\$132.60	Site inspection Hanson's Creek		
10/13/12	Rich Gross	7	\$16	\$112	Pickup	70 m	.61	\$42.70					\$154.70	Site inspection Hanson's Creek		
		<b>TOTAL</b>			<b>\$2336</b>	<b>TOTAL</b>			<b>\$814.35</b>	<b>TOTAL</b>			<b>\$2497.02</b>	<b>\$5647.37</b>		



# MINNESOTA SNOWMOBILE TRAILS ASSISTANCE PROGRAM

## OPERATOR'S WORK LOG SHEET

Trail Name <b>Roseau County Trailblazers</b>					Sponsor <b>Roseau County</b>							Year <b>2012-2013</b>				
Date Month/ Day	Operator Name	Labor			Mode of Transportation	Transportation			Other Equipment Used (Include Make & Model)	Other Equipment			TOTAL COST	Type of Work & Location	Expenditure Type	
		Hours	Rate	Cost		Hours	Rate	Cost		Hours	Rate	Cost				
9/8/12	Rich Gross	8	\$16	\$128	Pickup	260 m	.61	\$158.60	ATV	20 m	.50	\$10	\$296.60	Bridge site inspection Ray Mo		
9/8/12	Buck Bue	8	\$16	\$128	Pickup	40 m	.61	\$24.40	ATV	20 m	.50	\$10	\$162.40	Bridge site inspection Ray Mo		
9/15/12	Jay Quaiife	10	\$16	\$160	Pickup	124 m	.61	\$75.64	ATV	8 m	.50	\$4	\$239.64	Bridge site inspection Lost Ri		
9/15/12	Buck Bue	10	\$16	\$160	Pickup	117 m	.61	\$71.37	ATV	8 m	.50	\$4	\$235.37	Bridge site inspection Lost Ri		
9/22/12	Jay Quaiife	11	\$16	\$176	Pickup	124 m	.61	\$75.64	ASVDX4530	9.5 H	\$72	\$684	\$935.64	Site work Lost River area		
9/22/12	Rob Miller	11	\$16	\$176	Pickup	120 m	.61	\$73.20	Chain Saw	7.5	\$7.48	\$56.10	\$305.30	Site work Lost River area		
9/29/12	Rob Miller	10	\$16	\$160	Pickup	70m	.61	\$42.70	ASVDX4530	8 H	\$72	\$576	\$778.70	Site work Lost River area		
9/29/12	Jason Ball	10	\$16	\$160					Chain Saw	5 H	\$7.48	\$37.40	\$197.40	Site work Lost River area		
9/29/12	Randy Obie	10	\$16	\$160	Pickup	70 m	.61	\$42.70	Chain Saw	5 H	\$7.48	\$37.40	\$240.10	Site work Lost River area		
10/6/12	Rob Miller	9	\$16	\$144	Pickup	40 m	.61	\$24.40	ASVDX4530	7 H	\$72	\$504	\$672.40	Site work Ray Morrisette		
10/6/12	Randy Obie	9	\$16	\$144	Pickup	50 m	.61	\$30.50	Chain Saw	4.5	\$7.48	\$33.66	\$208.16	Site work Ray Morrisette		
10/6/12	Jay Quaiife	9	\$16	\$144	Pickup	50 m	.61	\$30.50	Chain Saw	4.5	\$7.48	\$33.66	\$208.16	Site work Ray Morrisette		
10/12/12	Rob Miller	6	\$16	\$96	Pickup	40 m	.61	\$24.40	Chain Saw	5 H	\$7.48	\$37.40	\$157.80	Site work Ray Morrisette		
10/12/12	Randy Obie	6	\$16	\$96	Pickup	60 m	.61	\$36.60	Chain Saw	5 H	\$7.48	\$37.40	\$170	Site work Ray Morrisette		
10/12/12	Jay Quaiife	6	\$16	\$96	Pickup	40 m	.61	\$24.40	ASVDX4530	6 H	\$72	\$432	\$552.40	Site work Ray Morrisette		
10/13/12	Buck Bue	6	\$16	\$96	Pickup	60 m	.61	\$36.60					\$132.60	Site inspection Hanson's Creek		
10/13/12	Rich Gross	7	\$16	\$112	Pickup	70 m	.61	\$42.70					\$154.70	Site inspection Hanson's Creek		
		<b>TOTAL</b>			<b>\$2336</b>	<b>TOTAL</b>			<b>\$814.35</b>	<b>TOTAL</b>			<b>\$2497.02</b>	<b>\$5647.37</b>		

ITEM # Consent 3  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>		
Miller, Ann Marie ▼	Admin Asst ▼	May ▼	14 ▼	2013 ▼

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Public Health Preparedness Plan Revisions

**\*Background (Provide sufficient detail of the subject):**  
 The Public Health Committee met on April 23rd to review the Public Health Preparedness Plan for Roseau County. It is the Committee's recommendation to approve revisions to the following Plans: Mass Dispensing; Communication; Health Annex; and, Isolation and Quarantine.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator

ITEM # Consent 4  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b> Monsrud, Martie	<b>*Department</b> Auditor	<b>*Board Meeting Date</b> May 14 2014		
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**\*Subject Title (As it will appear on the agenda):**  
 Shazam Agreement

**\*Background (Provide sufficient detail of the subject):**  
 Approval of the agreement and authorization for Board Chair to execute the renewal contract with Shazam (per attached).

**\*Financial Consideration:**  
 None

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator

### Citizens State Bank ACH Origination Agreement

This Agreement dated the 7 day of May, 20 13 is by and between  
Roseau County (the "Company") and Citizens State Bank.

The Company has requested Citizens State Bank permit it to initiate debit and credit entries to accounts maintained at Citizens State Bank and other financial institutions by means of the Automated Clearing House (the "ACH") Network. Citizens State Bank has agreed to do so on the terms of this Agreement.

The Company and Citizens State Bank agree as follows:

1. **Definitions.** Unless defined in this Agreement, capitalized terms shall have the meanings provided in the Rules (as defined below).
  - A. Rules. "Rules" means the rules of the National Automated Clearing House Association and Appendices to the rules of the National Automated Clearing House, as amended from time to time.
  - B. Effective Entry Date. "Effective Entry Date" means the date included in any Entry as the date upon or after which such Entry is to be effective.
  - C. Entry. "Entry" has the meaning given in the Rules, except that it shall also include an "On-Us Entry."
  - D. On-Us Entry. "On-Us Entry" means a debit or credit Entry to an account maintained at the Financial Institution.
  - E. On-Line. "On-Line" refers to use of the Internet website designated by Financial Institution used to transmit or receive electronic transactions, instructions, notices or other communication but does not include transmissions by telephone, fax, in person, regular mail, express mail or e-mail.
2. **Applicable Agreements.** This Agreement governs Company's use of ACH Origination. Company's access to and use of Citizens State Bank's On-Line services shall be governed by the applicable electronic access agreement(s), as amended from time to time, between Company and Citizens State Bank. In the event of conflict between this Agreement and any other Agreement with Citizens State Bank, this Agreement shall prevail, unless otherwise provided herein.
3. **Compliance with the Rules and Applicable Law.** The Company's rights and obligations with respect to any Entry are governed by the Rules, this Agreement and applicable law. The Company acknowledges receipt of a copy of, or availability of, the Rules. The Company agrees to be bound by the Rules. The Company represents and warrants that it will comply with the Rules and applicable laws, regulations and regulatory requirements and that it will not transmit any Entry or engage in any act or omission that violates or causes Citizens State Bank to violate the Rules, applicable laws, regulations or regulatory requirements, including, without limitation, regulations of the Office of Foreign Asset Control (OFAC), sanctions or executive orders.

4. **Transmittal of Entries and Security Procedures.**

- A. The Company shall transmit any and all debit or credit Entries to Citizens State Bank in accordance with the Rules and this Agreement. The Company shall comply with the security procedures described in **Schedule B** to this Agreement. The Company acknowledges that the security procedures are for verification of authenticity and not to detect errors in the transmission or content of the Entry. No security practice or procedure for the detection of any such error has been agreed upon between Citizens State Bank and the Company.
- B. The Company shall prevent and safeguard against unauthorized transmissions, disclosures and access to the following (all of which are referred to herein as "Security-related Items"): information (including but not limited to security procedures, instructions, passwords and user identifications), systems and equipment that interface with, connect to or allow access to Citizens State Bank, its information, systems and equipment. The Company shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-related Items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in this Agreement and in the Rules.
- C. Without limiting the foregoing, the Company warrants that no individual will be allowed to initiate transfers without proper supervision. If the Company suspects, knows, believes or has reason to believe that an unauthorized individual has transmitted or attempted to transmit one or more Entries or that the security procedures or other Security-related Items have otherwise been compromised, the Company agrees to immediately notify Citizens State Bank and agrees that any Entry received by Citizens State Bank before or within a reasonable time after such notice to Citizens State Bank shall be treated as authorized by the Company.
- D. The Company hereby authorizes the Financial Institution to transmit any Entry received by the Financial Institution from the Company in accordance with the Rules and the terms of this Agreement and to credit or debit the amount of such Entry to the accounts specified by the Company.

5. **Company's Representations, Warranties and Agreements.** The Company represents and warrants that each Entry provided to Citizens State Bank complies in all respects with the Rules and this Agreement. The Company acknowledges and agrees that, pursuant to the Rules, Citizens State Bank makes certain warranties to the ACH Operator and other financial institutions and that such warranties are made in reliance on: (i) the representations and warranties of the Company, including but not limited to those contained in this section of this Agreement and (ii) Company's agreement to be bound by the Rules and applicable law. The Company shall indemnify Citizens State Bank against any claims, alleged claims, loss, liability or expense (including attorneys' fees and expenses) resulting directly or indirectly from, related to or arising out of: (i) any breach

of the Company's warranties or this Agreement; (ii) Company's failure to exercise ordinary care in connection with its duties hereunder; (iii) any action by the Receiving Depository Financial Institution ("RDFI") upon an unauthorized or erroneous Entry initiated by the Company; (iv) any actions by a service provider or agent of the Company that results in a breach of this Agreement by the Company; (v) to the extent that it involves Citizens State Bank, any litigation by an ACH Operator, an RDFI or any Company Receivers asserting noncompliance on the Company's part with the Rules, laws, regulations or regulatory requirements. Without limiting the foregoing, the Company warrants:

- a) Each Entry is authorized pursuant to the Rules and the authorization has not been revoked;
- b) Each credit Entry is timely and accurate;
- c) Each debit Entry is for a sum which, on the Settlement Date will be due and owing to the Company from the party whose account will be debited, is for a sum specified by such party or is to correct a previously transmitted erroneous credit Entry;
- d) No Entry has been reinitiated in violation of the Rules;
- e) If the company generates RCK, POP, BOC, ARC, WEB, TEL or IAT entries, all the special warranties that apply have been complied with;
- f) The Company has used commercially reasonable procedures to verify that all information contained in an Entry, including but not limited to routing numbers, is accurate and valid; and
- g) This Agreement has been duly and properly authorized by the Company, the party executing this Agreement is properly authorized on behalf of the Company to execute this Agreement on its behalf, and this Agreement is enforceable by Citizens State Bank in accordance with its terms.

6. **Financial Institution Obligations.** Subject to Section 8 of this Agreement, Citizens State Bank shall, in accordance with the Rules, process, transmit and settle for any Entry. Citizens State Bank shall have no obligation to transmit an Entry if the Company fails to comply with the Rules or any terms of this Agreement. Citizens State Bank shall rely on any and all information it receives from an Authorized Representative of the Company, and any person Citizens State Bank, in good faith, reasonably believes to be acting on behalf of the Company, whether or not such person was authorized by the Company.
7. **Company's Account.** The Company will maintain a deposit account (the "Account") with Citizens State Bank at all times during the term of this Agreement. The Company shall at all times maintain a balance of available funds in the Account sufficient to cover the Company's obligations under this Agreement. If collected balances in the Account are insufficient to cover the aggregate amount of Entries, Citizens State Bank shall have no obligation to transmit such Entries. The Company authorizes Citizens State Bank to debit its Account or any other account maintained at Citizens State Bank for any amount it owes the Financial Institution as a result of this Agreement.
8. **Exposure Limits.** The Company shall comply with the exposure limits as set forth in **Schedule A**. Such limits may be modified from time to time by Citizens State Bank at its sole discretion with notice to the Company.

9. **Due Diligence.** The Company will supply Citizens State Bank with due diligence information when requested. This information may include, but is not limited to, financial data, names and other information concerning the principles of the Company, information about the business in which the Company participates, information regarding the creditworthiness of the Company, projected return rates, and payment history. Citizens State Bank may, in its reasonable discretion, conduct a limited review of the Company's operations to ensure compliance with the provisions of this Agreement. Where Citizens State Bank reasonably believes that Company's financial condition is impaired or deteriorating, Citizens State Bank may refuse to process any Entries or may require prefunding of all Entries.
10. **Cancellation or Amendment of an Entry.** The Company shall have no right to cancel or amend any Entry after its receipt by the Financial Institution. However, Citizens State Bank shall use reasonable efforts to act on a request by the Company to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an On-Us Entry. Any such request shall comply with this Agreement, including the security procedures described on **Schedule B** to this Agreement. Citizens State Bank shall have no liability if it fails to effect the cancellation. Company shall reimburse, indemnify and hold harmless Citizens State Bank for any expenses (including attorneys' fees), losses or damages Citizens State Bank incurs in effecting or attempting to effect Company's request for the cancellation of an Entry.
11. **Rejection of Entries.** Citizens State Bank may reject any Entry, including an On-Us Entry, that does not comply with the requirements of the Rules or this Agreement, specifically including **Schedule A** and **Schedule B** of this Agreement and may reject any Entry if the Company is not otherwise in compliance with the terms of this Agreement or the Rules. Citizens State Bank shall notify the Company in accordance with **Schedule A** of such rejection no later than the business day such Entry would otherwise have been transmitted by the Financial Institution to the ACH Operator or, in the case of an On-Us Entry, the day before its Effective Entry Date. Notices of rejection shall be effective when given. Citizens State Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
12. **Provisional Credit Notice.** In the case of a credit Entry, credit given by the RDFI for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and Company will not be considered to have paid the amount of the credit Entry to the Receiver.
13. **Reversals.** The Company may reverse a File or Entry pursuant to the Rules. If the Company reverses an Entry or File, the Company shall indemnify Citizens State Bank against any claim, alleged claim, demand, loss, liability or expense (including attorney's fees) resulting directly or indirectly from such reversal.
14. **Notice of Returned Entries and Notifications of Change.** Citizens State Bank shall notify the Company in accordance with **Schedule A** of the receipt of a returned Entry or Notification of Change (NOC) from the ACH Operator no later than one business day after the business day of such receipt. Citizens State Bank shall have no obligation to

retransmit a returned Entry if Citizens State Bank complied with the terms of this Agreement with respect to the Entry.

15. **Entries Returned as Unauthorized.** In the event that an Entry is returned as unauthorized or authorization revoked, the Company will contact the necessary parties and resolve any dispute. During this process the Company may ask Citizens State Bank to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Citizens State Bank will make its best effort to obtain the form and will deliver it to the Company when received. Company agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless the customer reauthorized the Entry or Entry stream.
16. **Unauthorized Rate in Excess of 1%.** In the event the rate of unauthorized transactions exceeds 1% based on the calculations noted in the Rules, the Company will share the data requested by the Financial Institution based on the Rules and will immediately begin the process of bringing the rate below 1%.
17. **Periodic Statement.** The periodic statement issued by Citizens State Bank for the Company's Account will reflect Entries credited and debited to the Company's Account. The Company agrees to notify Citizens State Bank within a reasonable time not to exceed thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement. If the Company fails to notify Citizens State Bank of any such discrepancy within thirty (30) days after receipt of such periodic statement, the Company shall be precluded from asserting any claim against Citizens State Bank arising from such discrepancy.
18. **Fees.** The Company agrees to pay Citizens State Bank for services provided under this Agreement. Citizens State Bank may change its fees from time to time in its sole discretion upon notice to the Company. Citizens State Bank will charge the Company a monthly fee of \$15.00.
19. **Liability.** In the performance of the services required by this Agreement, Citizens State Bank shall be entitled to rely solely on the information; representations and warranties provided by the Company pursuant to this Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, Citizens State Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those services. In no event shall Citizens State Bank have any liability for any consequential, special, incidental, punitive or indirect damages the Company may incur or suffer in connection with this Agreement whether or not the likelihood of such damages was known or contemplated by Citizens State Bank and regardless of the legal or equitable theory of liability the Company may assert. Without limiting the foregoing, Citizens State Bank shall not be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions or other conditions beyond Citizens State Bank's control. To the extent allowed by law, Citizens State Bank shall not be liable for and shall be excused from failing to transmit or any delay in transmitting an Entry (i) if such transmittal would result in Citizens State Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator

fails or declines to process an Entry; (iii) if, in Citizens State Bank's sole discretion, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any Rule, law, regulation or regulatory requirement; or (iv) if processing an Entry, in Citizens State Bank's sole discretion, would cause it to engage in an unsafe and unsound practice.

20. **Rules Enforcement.** In the event that a Report of Possible Rules Violation is filed on the Company, the Company will take appropriate steps to correct the problem within the time frames suggested by Citizens State Bank. In the event that a fine is levied against Citizens State Bank for a violation of the Rules, the Company agrees to make Citizens State Bank whole for the value of the fine.
21. **Inconsistency of Name and Account Number.** The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number even if it identifies a person different from the named Receiver, and the Company's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances.
22. **Miscellaneous.** Citizens State Bank may amend the terms of this Agreement from time to time upon thirty (30) days' written notice to the Company. Citizens State Bank may terminate this Agreement at any time for any reason, in its sole discretion, without liability. The Company may terminate this Agreement upon ten (10) days' written notice to Citizens State Bank except that the Company may terminate the Agreement immediately if the terms of the Agreement are materially breached by Citizens State Bank. Any termination of this Agreement shall not affect any of Citizens State Bank's rights and the Company's obligations with respect to Entries initiated by the Company prior to the effective time of such termination, or the payment of obligations of the Company with respect to services performed by Citizens State Bank prior to the effective time of such termination, or any other obligations that shall survive termination. The provisions of this Agreement that are necessary to give effect to the purposes of this Agreement shall survive its termination. Citizens State Bank may assign this Agreement or any of its rights and duties hereunder without prior notice to or consent by Company, but the Company may not assign this Agreement or any of the rights or duties hereunder to any person without Citizens State Bank's prior written consent. This Agreement shall be governed by and construed in accordance with the law of the State of Minnesota. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may be executed by a party by electronic or facsimile transmission of the party's signature, and said electronic or facsimile copy shall have the same force and effect as any originally-signed document delivered in person. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
23. **Entire Agreement.** This Agreement (including the Attachments, all of which are incorporated herein by reference) is the complete and exclusive statement of the agreement between Citizens State Bank and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Citizens State Bank and the Company with respect to such subject matter. In the event of any inconsistency between

the terms of this Agreement, or the Attachments or any agreements governing the Account, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Citizens State Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Citizens State Bank shall incur no liability to the Company as a result of such violation or amendment. No course of dealing between Citizens State Bank and the Company will constitute a modification of this Agreement or constitute an agreement between Citizens State bank and the Company regardless of whatever practices and procedures Citizens State Bank and the Company may use.

COMPANY

CITIZENS STATE BANK

By: \_\_\_\_\_

By: Kelly Kofstad

Its: \_\_\_\_\_

Its: Operations Asst

Date: \_\_\_\_\_

Date: May 7, 2013

**Delivery of Files**

- A. **Delivery location:** www.shazam.net ACH Department 800-383-8000
- B. **Format and content of Entries:** Standard NACHA format.
- C. **Acknowledgement of delivery:** No acknowledgement required.
- D. **Timing of Delivery:** If the Company is generating consumer credit batches, these must be delivered to Shazam within the timeframe set by Shazam. The Company may deliver Files up to 5 days before the requested settlement day. Shazam will hold those Files and process them to settle on the Effective Entry Date listed by the Company.
- E. **Limits:** The total dollar amount of Entries transmitted by the Company to the Financial Institution on any single day shall not exceed \$ 350,000.00.
- F. **Notice by Financial Institution:** If an Entry is rejected, returned or if a notification of change is received, Citizens State Bank shall notify the Company by phone.

All notices shall be provided to the following addresses for each party:

If to Financial Institution:	If to Company:
<p><b>Citizens State Bank</b>  <b>118 Main Ave S</b>  <b>Roseau, MN 56751</b>  <b>218-463-2135</b>  <b>218-463-2943</b></p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>Attn: _____</p> <p>FAX: _____</p> <p>Phone: _____</p>

**G. ACH Origination Services Offered:** Check box next to the approved ACH.

- PPD – Prearranged Payment and Deposit Entry
- CCD – Corporate Credit and Debit Entry
- ARC – Accounts Receivable Entry (Schedule D Required)
- BOC – Back Office Conversion Entry (Schedule D Required)
- POP – Point-of-Purchase (Schedule D Required)
- TEL – Telephone-Initiated Entry (Schedule D Required)
- WEB – Internet-Initiated Entry (Schedule D Required)
- RCK – Re-Presented Check Entry (Schedule D Required)
- IAT – International ACH Transaction (Schedule D Required)
- Other: \_\_\_\_\_ (CTX, CIE, etc.)

COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Security Procedures**

- A. The following sets forth the Security Procedure with which the Company agrees to comply when transmitting or delivering Entries to the Financial Institution:
- Company uses an HTTPS (Secure) website to submit their ACH entries. The website is <https://www.shazam.net>. This website is owned by SHAZAM.
    1. Each Company has a unique Customer ID.
    2. Each User has a unique User ID and Password.
    3. An Authorized User must call or fax confirmation of submitted entry. Email is not acceptable.
- B. The Company agrees that the Security Procedure set forth above in Section A is commercially reasonable.
- C. If the Company uses any method other than the Security Procedure set forth above in Section A to communicate, deliver, or transmit an Entry to the Financial Institution, by doing so the Company rejects the Security Procedure set forth in Section A, chooses an alternative security procedure, agrees that such alternative security procedure may not be found to be commercially reasonable, and agrees to be bound by any Entry, whether or not authorized, that was issued in the Company's name and accepted by the Financial Institution using the alternative security procedure selected by the Company.

COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule C**

**Authorized Representatives**

Authorized Representative List for Roseau County

The undersigned certifies that the individuals listed below are the authorized representatives of this Company for the purposes set forth in the Agreement ("Authorized Representatives"). These Authorized Representatives are authorized to act on behalf of the Company to transmit, add, amend or cancel Entries or communicate with or provide instructions to the Financial Institution concerning the matters governed by the Agreement.

Name (printed)	Signature	Phone Number	Add	Delete	Date
			Check one		
Courtney Peters	<i>Courtney Peters</i>	218-463-1282			5/9/13
John Huss	<i>John M. Huss</i>	218-463-1282			5/9/13

To add or delete Authorized Representatives, the Company shall provide Citizens State Bank with a revised **Schedule C** signed by an authorized signor of the Company. Until Citizens State Bank receives such revised **Schedule C** and has had a reasonable opportunity to act on it, Citizens State Bank shall continue to use previously designated Authorized Representatives and rely on all information provided by such Authorized Representatives.

COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

May 7, 2013

Roseau County  
ACH Originator

**Acknowledgement Letter**

The *NACHA Operating Rules & Guidelines* is an annual publication produced by NACHA – The Electronic Payments Association. NACHA manages the development, administration, and governance of the ACH Network. The ACH Network is governed by a fair and equitable set of rules that guide risk management and create payment certainty for all participants.

The *NACHA Operating Rules* provide users with the legal framework for the ACH Network, while the *NACHA Operating Guidelines* provide guidance on implementing the *Rules*. This rulebook serves as the definitive source of information governing the exchange and settlement of electronic fund transfers through the ACH Network. In the case of any inconsistency or conflict between the *Rules* and the *Guidelines*, the *NACHA Operating Rules* govern. The *Rules* are organized around the types of participants in the ACH Network and acknowledge the major roles played by originating and receiving financial institutions, therefore dedicating large sections to each of these roles. The *Rules* explicitly recognize that originating financial institutions are the entry points into the ACH Network for corporate users and Third Parties, and that these financial institutions are responsible for those parties' compliance with the *Rules*. An updated copy of the *NACHA Operating Rules & Guidelines* is available at Citizens State Bank for your review.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ITEM # Consent 5  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b> Anderson, Dave	<b>*Department</b> Social Services Director	<b>*Board Meeting Date</b> May 14 2013
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**\*Subject Title (As it will appear on the agenda):**  
 Approve the hire of Eligibility Workers at Social Services.

**\*Background (Provide sufficient detail of the subject):**  
 The County Board has authorized the hire of an Eligibility Worker to replace Kerri Byfuglien who was hired in our accounting department. The Board also approved adding an Eligibility Worker position needed to meet the additional caseload growth associated with the Federal Affordable Care Act. Sara Buley and Amanda Hanson have been hired to fill these vacant positions. Sara will begin employment on May 21st and Amanda will begin employment on May 28th.

**\*Financial Consideration:**  
 These positions are county funded. We will receive 50% to 75% Federal Financial Participation for these positions.

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>
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**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator

ITEM # Sheriff's Office  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>Requestor</b>	<b>*Department</b>	<b>*Board Meeting Date</b>		
Gust, Steve ▼	Sheriff ▼	May ▼	14 ▼	2013 ▼

Amount of time being requested:

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

PT Correctional Officer Hire; Advertise for TPT Deputy(s); STS Contract

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

**a)** Request to Hire Katie Holt as Part-time Dispatch/Correctional Officer; **c)** Advertise for Temporary Part-Time Deputy(s) **d)** Renew Contract with Sentence to Serve for 2013 thru 2015.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator





## *Field Services*

**CENTRAL OFFICE**

*Contributing to a Safer Minnesota*

Friday, April 26, 2013

RE: Income Contract

Please schedule the review of this contract by your county board or other entity. If there are questions please let me know or contact the district supervisor listed in the contract.

Return signed contract to:

Dan Traun  
Minnesota Department of Corrections  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108

Thank you,

A handwritten signature in black ink, appearing to read "Dan Traun".

651-361-7120  
dan.traun@state.mn.us



## STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its commissioner of corrections, Sentencing to Service Program, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Roseau County, 604 5th AV SW, Roseau, MN 56751 ("Purchaser").

### Recitals

1. Under Minn. Stat. § 241.278 the State is empowered to enter into income contracts.
2. The Purchaser is in need of a Sentencing to Service (STS) program for non-dangerous offenders ordered to perform community work service.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

### Contract

#### 1 Term of Contract

- 1.1 **Effective date:** July 1, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 State's Duties

The State will:

- 2.1 Provide one (1) crew leader(s) who will supervise up to ten (10) offenders each approximately forty (40) hours per week, including the hour's crew leaders spend for daily preparation and communication.
- 2.2 Submit reports to Purchaser within 60 days of the end of each quarter, which shall include the following information:
  - a. Total number of offenders served
  - b. Total number of offenders completing STS obligation
  - c. Number of offenders exiting prematurely
  - d. Total number of hours worked by STS offenders
  - e. Dollar benefit of STS labor at \$7.00 per hour and estimated market value of projects completed
  - f. Description of work completed
- 2.3 Divide the work of offender crews proportionate to funding participation between State referred projects and purchaser referred projects, some of which may be performed outside the Purchaser's jurisdiction.
- 2.4 Train each work crew in safety principles and techniques relevant to the work being done.
- 2.5 Screen projects to ensure that they meet STS guidelines.

#### 3 Purchaser's Duties

- 3.1 It is the Purchaser's responsibility to certify in writing to the appropriate bargaining agent that the work performed by offenders will not result in the displacement of current employees or seasonal workers to include reduction in hours, wages, or other employment benefits.
- 3.2 Obtain all necessary permits or licenses or special authority for all projects.

#### 4 **Payment**

The Purchaser will pay the State for all services performed by the State under this contract as follows:

4.1 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed \$116,311.50 as its share of the cost of providing a crew leader and placing the work crews into service on the STS program during the term of this agreement. The Purchaser's share of the crew leader includes time scheduled for training, vacation, sick leave and holidays based on DOC Division Directive 205.116\* and the terms and condition of the AFSCME bargaining agreement.

\*A copy of DOC Division Directive 205.116, "Sentencing to Service and Institution Community Work Crew Staff, Selection, Training and Activity" can be obtain through the DOC electronic policy manual at [http://www.doc.state.mn.us/DOcpolicy2/html/DPW\\_Display.asp?Opt=205.116.htm](http://www.doc.state.mn.us/DOcpolicy2/html/DPW_Display.asp?Opt=205.116.htm) or by contacting the (State's/DOC's) authorized representative.

4.2 Terms of payment: Payment shall be made by the Purchaser to the State as follows;

\$ 29,077.88 Before any work had begun (July 1, 2013)

\$ 29,077.88 On January 1, 2014

\$ 29,077.88 On July 1, 2014

\$ 29,077.86 On January 1, 2015

Payment will be made no later than the 23<sup>rd</sup> day following the last day of the billing period.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed \$116,311.50.

#### 5 **Authorized Representatives**

The **State's** Authorized Representative is:  
(or his/her successor)  
Marc Bloomquist, Supervisor  
Bemidji II District  
619 Beltrami Ave. NW, Suite 300  
Bemidji, MN 56601  
Marc.Bloomquist@state.mn.us

The **Purchaser's** Authorized Representative is:  
(or his/her successor)  
Steve Gust  
604 5th AVE SW  
Roseau, MN 56751  
steve.gust@co.roseau.mn.us  
218-463-1421

#### 6 **Amendments, Waiver, and Contract Complete**

- 6.1 **Amendments.** Any amendment to this contract 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 contract, or their successors in office.
- 6.2 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 6.3 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Government Data Practices**

The Purchaser 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 contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

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

**9 Publicity**

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

**10 Audit**

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

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

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

**12 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**1. PURCHASER**

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

By
Signature 
Print Name Steve Gust
Title: Sheriff
Date: May 6 2013

By
Signature
Print Name
Title:
Date:

By
Signature
Print Name
Title:
Date:

By
Signature
Print Name
Title:
Date:

**2. STATE AGENCY (With delegated authority)**

By
Title
Date

**3. Commissioner of Administration (As delegated to Materials Management Division)**

By
Date

Distribution:  
DOC Financial Services Unit – Original (fully executed) contract, Steve Gust, Marc Bloomquist, Department of Administration – Materials Management Division

ITEM # Infor. Tech 2a  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b> Stauffer, Chris	<b>*Department</b> Information Systems	<b>*Board Meeting Date</b> May 14 2013
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**\*Subject Title (As it will appear on the agenda):**  
 Pro-West GIS Maintenance Agreement

**\*Background (Provide sufficient detail of the subject):**  
 Roseau County was a pilot for the GIS Link application for the previous two years. The application development and testing is complete, we will need to pay for maintenance & support now.

**\*Financial Consideration:**  
 \$2,500 / Year

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**  
 Accept maintenance & support contract with Pro-West GIS.

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator

PRO-WEST & ASSOCIATES, INC.



**LINK<sub>NXG</sub> SOFTWARE MAINTENANCE AND TECHNICAL  
SUPPORT AGREEMENT**

Pro-West & Associates, Inc. ('PWA') will provide the Support & Maintenance Services listed below for the LINK<sub>NXG</sub> Software.

**1. SUPPORT**

PWA will establish and maintain an organization and process to provide support to the Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the LINK<sub>NXG</sub> Software and (ii) a resolution of the problem or performance deficiencies of the LINK<sub>NXG</sub> Software. PWA will provide telephone LINK<sub>NXG</sub> Software support on a business day basis. Business day is defined as 7:00 AM through 4:30 PM central standard time, excluding holidays and weekends.

PWA will use its best efforts to cure, as described below, reported and reproducible errors in the LINK<sub>NXG</sub> Software. PWA utilizes the following four (4) severity levels to categorize reported problems:

***SEVERITY 1 CRITICAL BUSINESS IMPACT***

The impact of the reported deficiency is such that the customer is unable to either use the LINK<sub>NXG</sub> Software or reasonably continue work using the LINK<sub>NXG</sub> Software. PWA will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.

***SEVERITY 2 SIGNIFICANT BUSINESS IMPACT***

Important features of the LINK<sub>NXG</sub> Software are not working properly and there are no acceptable, alternative solutions. While other areas of the LINK<sub>NXG</sub> Software are not impacted, the reported deficiency has created a significant, negative impact on the Customer's productivity or service level. PWA will commence work on resolving the deficiency within two (2) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

### ***SEVERITY 3 SOME BUSINESS IMPACT***

Important features of the LINK<sub>NXG</sub> Software are unavailable, but an alternative solution is available or non-essential features of the LINK<sub>NXG</sub> Software are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. PWA will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

### ***SEVERITY 4 MINIMAL BUSINESS IMPACT***

Customer submits a LINK<sub>NXG</sub> Software information request, LINK<sub>NXG</sub> Software enhancement or documentation clarification which has no operational impact. The implementation or use of the LINK<sub>NXG</sub> Software by the Customer is continuing and there is no negative impact on productivity. PWA will provide an initial response regarding the request within one (1) business week.

This agreement is not intended as a consulting agreement for customer services. If it is determined through researching any of the above issues that the problem was not related to the LINK<sub>NXG</sub> Software, the customer will be responsible for PWA time associated with troubleshooting the issue at PWA's current hourly rates.

The severity level of a reported problem will be made exclusively by PWA.

## **2. MAINTENANCE**

During the term of this agreement, PWA will provide the Customer with copyrighted patches, updates, releases and new versions of the LINK<sub>NXG</sub> Software. All patches, updates, releases and new versions shall be subject to the license agreement related to the LINK<sub>NXG</sub> Software, which was included in the original contract.

PWA shall only provide maintenance for the last LINK<sub>NXG</sub> software version currently marketed, that includes the last set of updates.

The following maintenance is included with this agreement:

***LINK<sub>NXG</sub> Software Maintenance Releases*** - no charge  
Maintenance (hot fix) releases available for download (bug fixes only)

***LINK<sub>NXG</sub> Software Annual Maintenance Subscription***  
(one year from date of purchase, renewable)

### ***Maintenance Inclusions:***

- a) Upgrade application code to meet requirements of Esri ArcGIS Server software upgrades, assuming ArcGIS Server upgrades do not require a rewrite of the LINK<sub>NXG</sub> Software due to Esri code changes.
- b) User manual updates. PWA will provide a standard user help manual for core LINK<sub>NXG</sub> functionality. Additional manual customizations would fall outside this agreement.

- c) Enhancements to application.
  - a. Enhancements to the application will be applied on a semi-annual basis.
- d) LINK ADMIN Tool support. PWA will provide support via phone or email for clients that are using the ADMIN tools to configure LINK. Should the client require PWA to complete any LINK configurations via the Admin Tools, additional charges would apply.
- e) Request enhancements function for LINK<sub>NXG</sub> Software.
- f) Section of each PWA quarterly newsletter dedicated to LINK tips and announcements.

**Maintenance Exclusions:**

*The customer may enter into a separate agreement to cover costs associated with these exclusions.*

- a) Upgrading, re-installing or reconfiguring Esri software.
- b) Re-installation of software due to client upgrade of hardware, incorrect installation completed by someone other than PWA or relocation of application.
- c) Upgrading LINK<sub>NXG</sub> to a newer Esri version of ArcGIS Server if Esri has significantly changed the platform in such a way that requires a re-write of the Software.
- d) Providing or paying for services provided to the client by a third party, unless agreed to in advance by Pro-West & Associates, Inc.
- e) Calls for service related to hardware issues.
- f) Calls for service related to network configuration issues.
- g) Issues arising as the result of client modification of the application code, or databases and data that support the application.
- h) Issues arising due to misuse or abuse of application by client or third party vendors not under the control of Pro-West & Associates, Inc.
- i) Natural disasters and issues including, but not limited to; flooding, severe weather, lightning strikes, tornadoes, freezing or overheating of equipment due to power outage.
- j) Issues related to software or services provided by vendors other than Pro-West & Associates, Inc.
  - a. Interfacing with any system, equipment, or network provided by vendors other than Pro-West & Associates, Inc.
  - b. Other software installation of non-validated software.
- k) Issues arising from automated Windows operating system updates.
- l) Fleeting bugs, i.e. bugs that cannot be reproduced by PWA.

- m) An error of the Software has occurred as a result of the customer's negligent conduct (data, network, hardware error) or use of the Software does not comply with the specifications of the documentation provided with the Software.
- n) An error in Product is caused by incompatible or malfunctioning hardware.
- o) End user technical support.
- p) User manual customizations. LINK<sub>NXG</sub> custom functionality will be outlined in the scope of work provided with the original contract.

PWA may refuse to provide Maintenance and Support services for the following reasons:

- a) Payment for products or services is overdue. PWA, at their sole discretion, may suspend the rights of the Licensee to receive the services until full payment is made.
- b) It is determined that the customer does not have an original or valid Software License.
- c) The intellectual property rights concerning the Product have been infringed.

### **3. MAINTENANCE FEE AND OTHER PAYMENTS**

- a) In the event that the customer has allowed maintenance for the Software to lapse or if the customer did not elect maintenance at the time of Software purchase, the customer must pay a maintenance reconstitution fee. This fee shall be the current annual maintenance fee per the number of years since maintenance was last in effect for the Product (or the Software purchase date in the event that maintenance was never purchased for the Software). Should there be a significant change in Esri technology that warrants a Software re-write during the time that a customer was not on maintenance, PWA and the customer would determine a new scope of work and contract to upgrade to the newest software platform.
- b) The customer shall pay the maintenance fee in one installment within thirty (30) days from the renewal date, or as otherwise agreed.
- c) PWA shall inform the Licensee of any changes of the established maintenance fees in writing 60 days in advance of the expiration date.
- d) At the request of the customer, PWA may invoice for any other services that are not included in this agreement. In such cases the costs of the services must be agreed separately on case by case basis.

#### **4. WARRANTY**

PWA will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the LINK<sub>NXG</sub> Software does not function as described in the LINK<sub>NXG</sub> Service Quote received, but PWA does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to PWA LINK<sub>NXG</sub> Software running under the certified environments specified in the system requirements for this product. PWA may, however, discontinue LINK<sub>NXG</sub> Software products or versions and stop supporting LINK<sub>NXG</sub> Software products or versions one year after discontinuance, or otherwise discontinue any support service. THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED 'AS IS'. PWA is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. PWA's liability shall not exceed the fees that Customer has paid under this agreement. Customer agrees that the pricing for the services would be substantially higher but for these limitations.

#### **5. TERM**

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) year from the Effective Date and shall be renewed on an annual basis unless either party provides written notice of termination within sixty (60) days prior to the anniversary date of the Effective Date. Payment for each renewal term shall be due thirty (30) days from the Effective date at the current rates for support of the LINK<sub>NXG</sub> Software. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless PWA has materially breached this agreement and has failed to cure the breach after 30 days written notice.

#### **6. GENERAL**

Each party acknowledges that it has read this Agreement, they understand the Agreement, and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

Times by which PWA will perform under this agreement shall be postponed automatically to the extent that we are prevented from meeting them by causes beyond reasonable control.

No action, regardless of form, arising out of this Agreement may be brought by Customer more than four (4) months after the cause of action has arisen.

If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.

***By signing below, you are indicating you are authorized to obligate funds for your organization:***

CLIENT: Roseau County, MN

Name: Chris Stauffer

Address: 606 5th Ave SW Roseau, Minnesota 56751

Signature: \_\_\_\_\_

Title: Information Technology Administrator

Date: \_\_\_\_\_

**The Effective Date of this agreement is:**

June 1, 2013

LINK Public & Internal \$ 2,500

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Total Annual Maintenance Fee \$ 2,500**

*\*Payment due within thirty (30) days of the Effective Date*

ITEM #      Cty Bd 2  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>
Pelowski, Jeff ▼	Coordinator ▼	May ▼, 14 ▼, 2013 ▼

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 LEAN Committee Appointments

**\*Background (Provide sufficient detail of the subject):**  
 At the May 1, 2013 Operations Committee Meeting it was agreed to seek Board approval for the establishment of a LEAN Committee. This Committee would be chartered with developing a County LEAN Program. Committee member recommendations are: Jack Swanson, Jeff Pelowski, Martie Monsrud, Todd Miller, Diane Gregerson, Jodee Haugen, Rhonda Hanson, and Liz Lund.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

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

**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator



# Roseau River Watershed District

P.O. BOX 26 ~ 108 3<sup>rd</sup> Ave SW ~ Roseau, MN 56751

PHONE: (218) 463-0313 FAX: (218) 463-0315 EMAIL: [rrwd@mncable.net](mailto:rrwd@mncable.net) WEBSITE: [www.roseauriverwd.com](http://www.roseauriverwd.com)

May 6, 2013

Roseau County Board of Commissioners  
Jeff Pelowski, Coordinator  
606 5<sup>th</sup> Ave SW  
Roseau, MN 56751

Re: Hay Creek Set Back Levees / Norland Impoundment - Payment in Lieu of Taxes (PILT)

At the May 1, 2013 Roseau River Watershed District Board meeting, the Board passed a motion to submit a Payment in Lieu of Tax acceptance request to the County. Please consider this letter as a request to the County Board to accept a onetime PILT for land in the Hay Creek / Norland project area.

The amount of the PILT would be \$307,672.20. This amount was computed using the county and township rates according to the 2011 property tax statements with a maximum amount not to exceed \$4.00 per acre per year for the total of the County Tax and the Township Tax for a period of 20 years. The tax year used was 2011 for all of the parcels. I have discussed this issue with Roseau County Treasurer Diane Gregerson and it is our understanding that the amount of tax debt owed by the District could be brought current using those funds. Those parcels would then become exempt from future property taxes.

If you have any questions, please call me at 218-463-0313.

Sincerely,



Tracy Halstensgard  
Administrator

ITEM #      Cty Bd 4

**REQUEST FOR BOARD ACTION**

\* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>
Pelowski, Jeff ▼	Coordinator ▼	May ▼ 14 ▼ 2013 ▼

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
HSEM Director Candidate Selection Committee

**\*Background (Provide sufficient detail of the subject):**  
The Board will appoint a committee to select the Homeland Security Emergency Management Director.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

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

**ATTEST:** Jeff Pelowski, Coordinator



**Roseau County Board**  
**May 2013 Committee Report**  
**Glenda A. Phillipe**  
**District One**

April 22 – Gracia Nelson’s Retirement Party – Roseau

April 23 – Roseau County Board – Roseau

April 23 – Public Health – Roseau

April 24 – Lean Training – Roseau

April 24 – Warroad Watershed – Warroad

April 25 – Legacy Webinar 9:30-2:30 – Warroad

April 30 – Warroad Community Ed – Warroad

**May 1 – Sheriff’s Department – Roseau**

**May 1 – Operations – Roseau**

**May 1 – Land of the Dancing Sky Agency on Aging – Thief River Falls**

**May 1 – RCCoA – Butler Benefit – Roseau**

**May 7 – COW – Roseau**

**May 10 – Housing Institute – Roseau**

**May 14 – County Board – Roseau**

May 16 – MRCC/ITV – Roseau

May 20 – RCCoA – Roseau

May 21 – Social Services – Roseau

May 21 – Highway – Roseau

May 22 – Lake Township – Warroad

May 28 – County Board – Roseau

## JACK SWANSON COMMITTEE REPORTS

APRIL 23, 2013 - ROSEAU SCHOOL COMMUNITY EDUCATION COMMITTEE; shared information on Far North summer bus passes for students

APRIL 23, 2013 - PUBLIC HEALTH COMMITTEE; emergency meds countywide dispensing plan

APRIL 24, 2013 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY; presentation on multi-family housing options

APRIL 25, 2013 - THE COALITION; seeking name, bylaws, etc for group aimed at reducing youth alcohol, drugs and tobacco usage in Roseau County - formal organization necessary to apply for grant funding

APRIL 29, 2013 - NW REGIONAL RADIO BOARD LEADERSHIP TEAM (T.R.F.); set framework for RRB/RAC meeting on meeting schedules and development of active subcommittees (users & owners and operators)

APRIL 30, 2013 - FLOODPLAIN MAPPING COMMITTEE; 90 day window for comment on new FEMA floodplain maps for Roseau County

APRIL 30, 2013 - SCENIC BYWAY COMMITTEE; met w/ Troy Schroeder, Brian Ketring, Pam Hetteen on plans for cohesive promotion of Highway 11 scenic byway (Hallock to Intl Falls)

MAY 1, 2013 - SHERIFF'S COMMITTEE; PT deputy/ dispatcher hire

MAY 1, 2013 - OPERATIONS COMMITTEE

MAY 1, 2013 - COMMUNITY JUSTICE COORDINATING COMMITTEE; discussion with Keith Okeson (Lifecare Medical Center) on possible detox services in the wake of Glenmore decision

MAY 2, 2013 - NORTHERN COUNTIES LAND USE COORDINATING BOARD (NORTHOME); PILT update from Todd Beckel & Wade Pavleck

MAY 6, 2013 - ROSEAU CITY COUNCIL; housing needs discussion

MAY 7, 2013 - ROSEAU COUNTY COMMITTEE OF THE WHOLE

MAY 8, 2013 - NORTHWEST REGIONAL RADIO BOARD; discussion of organizational structure

MAY 9, 2013 - ROSEAU COUNTY AFFORDABLE HOUSING FUND COMMITTEE

MAY 10, 2013 - ROSEAU COUNTY AFFORDABLE HOUSING FUND COMMITTEE; housing institute subcommittee on future plans

MAY 13, 2013 - ROSEAU CONVENTION & VISITORS BUREAU