



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

September 10, 2013

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on September 10, 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. Britt Dahl - Roseau County Historical Society

9:50 Consent Agenda

1. August 27, 2013 Board Proceedings
2. Warroad River Watershed Appointment
3. Bureau of Criminal Apprehension JPA – MN Crimes Against Children Taskforce
4. Soil and Water Conservation District - Natural Resources Block Grant
5. County Veteran Service Officer - Operational Grant Contract
6. Final Payment – M & J Construction, Inc.
7. Final Payment – R & Q Trucking, Inc.
8. Badger Jaycees Temporary Liquor License
9. Resignation of Tax Administrator and Advertisement for Hire
10. Investment Resolution

10:00 BREAK

10:15 BID OPENING

1. CSAH 2 – SP 068-602-041
2. CSAH 5 – SP 068-605-009

10:15 Department Reports

10:15 County Board Items

1. Radio Advisory Committee (RAC) Appointments
2. 2014 Preliminary Levy
3. 2014 Preliminary Budget
4. 2014 Unorganized Township Levy
5. 2014 Budget Hearing Date
6. Commissioner Committee Reports

11:30 Unfinished Business

11:30 Adjourn

***Limited to five minutes**

ROSEAU COUNTY HISTORICAL SOCIETY ♦ BUDGET 2013

Revenue Categories	2011 Year End Revenue	2012 Proposed Revenue	2012 Final Revenue	2013 Proposed Revenue	2013 Estimated Revenue	2014 Proposed Revenue
Admissions	\$ 193	\$ 150	\$ 365	\$ 150	\$ 300	\$ 150
Copies/Research Center income	\$ 575	\$ 700	\$ 662	\$ 700	\$ 700	\$ 700
County Appropriation	\$ 40,000	\$ 50,000	\$ 40,000	\$ 50,000	\$ 45,000	\$ 55,000
Donations	\$ 22,573	\$ 2,500	\$ 1,703	\$ 2,500	\$ 2,500	\$ 2,500
Fund-drive - designated funds	\$ 7,815	\$ 5,000	\$ 4,032	\$ 5,000	\$ 7,200	\$ 5,000
Grant Funding - Totals:						
Hartz Foundation	\$ -	\$ -	\$ -	\$ -		
Minnesota Humanities Grants (Smithsonian Traveling Exhibits)	\$ -	\$ -	\$ -	\$ -		
MN Historical and Cultural Grant	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 7,000	\$ 5,000
Legacy - Arts & Culture Grant music/ art programs Artist in Residence & music programming	\$ 4,040	\$ 7,500	\$ 2,050	\$ 7,500	\$ 2,000	\$ 7,500
NW Minnesota Foundation RCHS Endowment Withdrawl	\$ -		\$ 10,000.00	\$ -		
Interest Earned	\$ 138	\$ 300	\$ 94	\$ 300	\$ 150	\$ 300
Memberships (Total Members - 220)	\$ 5,792	\$ 5,600	\$ 5,805	\$ 5,600	\$ 5,600	\$ 5,600
Publications/Gift Shop (one time \$2470 lum sum payment for P is for Pioneer Books)	\$ 744	\$ 250	\$ 2,922	\$ 250	\$ 250	\$ 250
Miscellaneous Recovery	\$ 41	\$ -	\$ 124	\$ -	\$ -	\$ -
Total Revenue	\$ 81,911	\$ 77,000	\$ 67,757	\$ 77,000	\$ 70,700	\$ 82,000

ROSEAU COUNTY HISTORICAL SOCIETY ♦ BUDGET 2013

Expense Categories	2011 Year End Expenses	2012 Proposed Expenses	2012 Year End Expenses	2013 Proposed Expenses	2013 Estimated Expenses	2014 Proposed Expenses
Accounting	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Advertising	\$ 1,020	\$ 700	\$ 2,862	\$ 1,000	\$ 1,200	\$ 1,200
Communications: Phone & Internet	\$ 1,517	\$ 1,350	\$ 1,651	\$ 1,400	\$ 1,100	\$ 1,200
Equipment purchases 2012 Fund Drive allocation-computer	\$ 770	\$ -	\$ 1,200	\$ -		\$ 2,500
Designated Endowment Funds (NW Minnesota Foundation) \$8,000 - Holm Estate	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -
Insurances (Work Comp, Liability & Property)	\$ 1,075	\$ 875	\$ 964	\$ 1,000	\$ 1,000	\$ 1,000
Interest: expense	\$ -	\$ 44	\$ -	\$ -	\$ -	\$ -
Payroll: three employees (1-FT, 2-PT, 1 TEMP)	\$ 42,810	\$ 44,991	\$ 44,047	\$ 41,500	\$ 44,800	\$ 45,000
Employee Benefits - Health Insurance	\$ 1,549	\$ 1,668	\$ 732	\$ -	\$ -	\$ -
Taxes, Payroll, SS, Etc.	\$ 2,760	\$ 3,808	\$ 4,635	\$ 4,200	\$ 8,000	\$ 9,000
Postage	\$ 800	\$ 1,200	\$ 737	\$ 900	\$ 600	\$ 800
Prof. Develponment/ Continuing Education/ Travel/ Dues & Subscriptions	\$ 376	\$ 500	\$ 1,601	\$ 500	\$ 500	\$ 1,000
Publication expense	\$ -	\$ 250	\$ -	\$ 200	\$ -	\$ -
Rent/Maintenance	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200
Repairs/Maintenance and Equipment Contracts	\$ 890	\$ 8,400	\$ 1,087	\$ 1,000	\$ 1,000	\$ 1,000
Supplies: Collection Preservation	\$ 822	\$ 900	\$ 219	\$ 1,000	\$ 300	\$ 1,500
Supplies: Events/Educational Programming	\$ 3,599	\$ 2,500	\$ 3,667	\$ 3,000	\$ 2,000	\$ 3,000
Supplies: Exhibition	\$ 3,722	\$ 11,600	\$ 1,122	\$ 10,000	\$ 3,000	\$ 3,500
Supplies: Fund Raising	\$ 69	\$ 225	\$ 143	\$ 225	\$ 650	\$ 1,200
Supplies: Research Center - supplies in collection care	\$ 98	\$ 1,221	\$ 83	\$ 1,100	\$ 150	\$ 200
Supplies: Office (includes newsletter)	\$ 1,316	\$ 1,500	\$ 1,618	\$ 1,500	\$ 800	\$ 1,500
Total Budget Expenses	\$ 79,593	\$ 90,132	\$ 74,767	\$ 76,925	\$ 73,500	\$ 82,000



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

August 29, 2013

Jeff Pelowski, County Coordinator
Roseau County Courthouse
606 5th Ave SW, Room 131
Roseau, Minnesota 56751

Dear Mr. Pelowski,

The Roseau County Historical Society has an appointment on Tuesday, September 10, 2013 to discuss the historical society's 2014 allocation.

We would like to thank you for approving and increasing our funding last year, allowing us to expand upon our exhibits and add to summer youth programming. This last year has been filled with traveling exhibits, special events, programs and a lot of learning.

The museum will open a Minnesota Historical Society (MHS) Traveling Exhibit, *Electrifying Minnesota* soon. In addition to the traveling exhibit we have been creating Electrifying Roseau County exhibits changing out three floor displays and adding two additional floor displays and six display cases. We are looking at working with Roseau Electric Cooperative to create a display and programming

We are fortunate to be able to host yet another MHS Traveling Exhibit, *Minnesota's Homefront, World War II*. This exhibit shares the experiences in the most widespread war in history. The exhibit tells what it was like to "make do" with rationing, farm during a severe labor shortage, work on the Iron Range and in defense plants, develop inventions for the war, be trained as a translator at Fort Snelling, and endure a starvation experiment for science and the war effort. The museum will host this exhibit August 2014 through January 2015 and look for it to be one of greater exhibits for the museum through possible programming, special events and personal experience interviews.

Within this packet, you will find the current list of Roseau County Historical Society Board of Directors, the 2012 Society's Annual Report and financial statement, and the 2014 proposed budget for you to review prior to the meeting.

Thank you for your continued partnership in preserving the history and heritage of Roseau County and we look forward to meeting with you on the tenth.

Sincerely,


Britt Dahl, Exc. Director


Glenn Holm, RCHS President

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

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

**Roseau County Historical Society
Board of Directors
2013 Addresses**

Glenn Holm, President

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Mark Engen

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Irene Olson

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Colleen Lorenson – replaced Jeff

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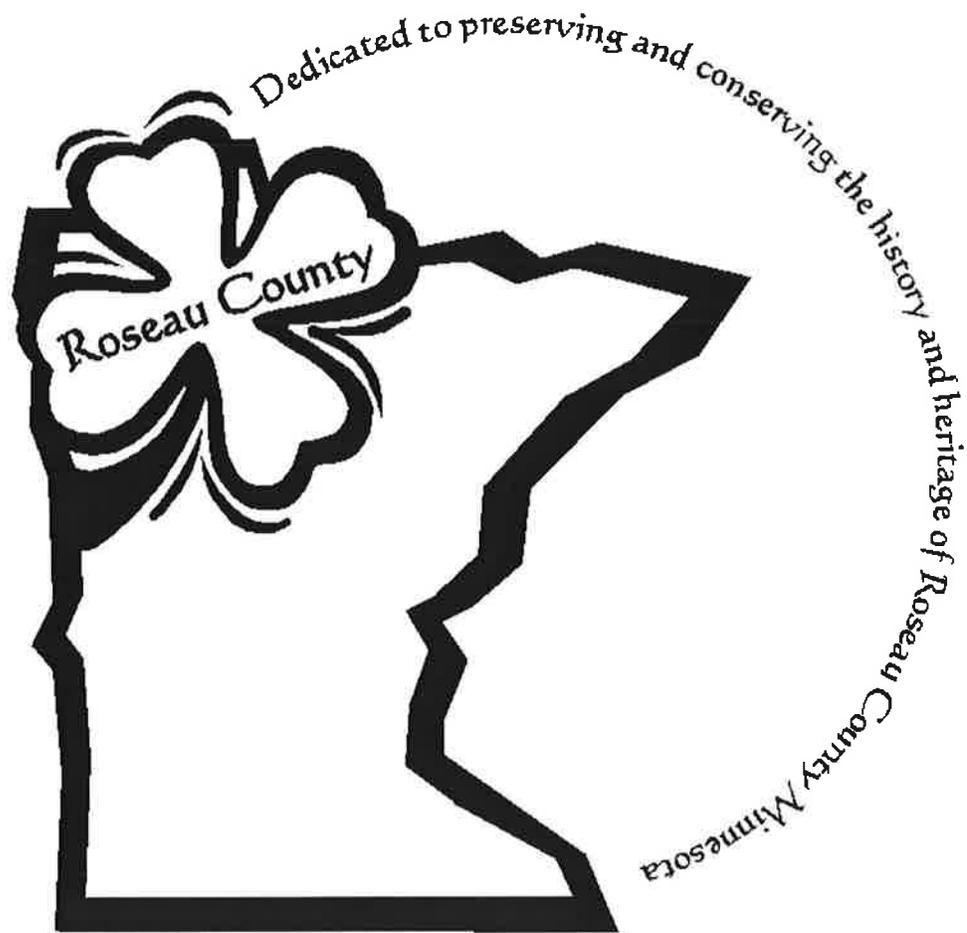
Sheila Winstead

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Roseau County Historical Society

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Historical
Society est.
1927

2012

ROSEAU COUNTY HISTORICAL SOCIETY

2012 ANNUAL REPORT

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

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

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

Twelve trustees govern the historical society. The 2012 board of directors were Glenn Holm (Roseau) – President; Harriet Heinen (Warroad)- Vice President; Lola Grafstrom (Salol)- Secretary; Helen Wagner (Roseau) - Treasurer; Darrell Borgen (Badger); Eva-Jayne Krueger (Warroad); Ida Novacek (Roseau) resigned August 2012; Mark Engen (Warroad) filled Ida Novacek's spot; Jeff Pieterick (Greenbush); Bruce Olson (Badger); Irene Olson (Roseau); Jolene Juhl (Greenbush); and Sheila Winstead (Roseau).

Visitors

In 2012, 7065 individuals attended historical society/museum on-site exhibits and programs. Visitors were from twenty-six states, Canada, Sweden, Switzerland, South Africa, Mexico, Norway, and Germany. Over 30,000 at the Roseau County Fair, Warroad Senior Living Center, Oakcrest Senior Living Center, LifeCare Greenbush Medical Center, Altru Clinic, and local school classrooms saw RCHS off-site exhibits and programs.

2012 Programs/Events and Exhibits

The Smithsonian Museum on Main Street (MoMS) exhibit *New Harmonies: Celebrating American Roots Music*, a Minnesota Humanities Center and the Minnesota Historical Society partnership with the Smithsonian, closed at the museum on January 2 with refreshments and music by Highway 11 Ramblers. Over 2650 patrons from NW Minnesota and southern Manitoba visited the museum over the eight weeks.

In February, the historical society presented a four week Bag Lunch Program, *American Roots Music* movie series. The programs were held at Warroad Senior Living Center, Roseau City Center, Badger Community Center, and Greenbush LifeCare Manor.

Roseau County Commissioner Glenda Phillipe opened the March 2012 One Woman exhibit. The program honored twelve women selected for their community service: Eva Gregerson-Badger, Veronica Novacek-Barto, Sylvia Lisell-Falun, Dianne Churchill-Greenbush, Rose Strandlund-Jadis, Esther Sandstrom-Malung, Elvera Kvarnlov-Moranville, Irene Olson-Roseau, Jeanette Erickson-Ross, Sylvia Kukowski-Skagen, Addie Streiff-Unorganized, and Sunny Wilmer-Warroad. Co-chairs for the One Woman Exhibit were Linda Vatnsdal, Dawn Johnson, and Carole Wilson. Don & Bonnie Guttormson provided entertainment.

The 85th Annual Meeting of the Roseau County Historical Society was April 20, 2012 in Badger at Our Redeemers Church. President Glenn Holm conducted the meeting. Incumbent board members Darrell Borgen, Lola Grafstrom, Sheila Winstead, and Harriet Heinen were reinstated. Minnesota's folklorist, John Berquist presented a program to a group of seventy-two. Berquist also worked with music and choir teachers at the Badger, Roseau and Warroad schools during that week. The concert and school programming were made possible by a grant from the Northwest Minnesota Arts Council and the Minnesota Arts and Culture Heritage Fund.

In June 2012, RCHS and Pelan Pioneer Park joined in a barbeque picnic lunch and a night of music by Northern Posse. Approximately 176 people attended the events made possible by a grant from the Northwest Minnesota Arts Council and the Minnesota Arts and Culture Heritage Fund.

The Roseau County Fair Board allowed RCHS to place exhibits in the new building at the fairgrounds, located next to the Magnusson Building. Nearly 3000 visitors came through the building during the fair.

The museum continued to offer free activities for youth including a summer movie program and the August museum/Dairy Queen scavenger hunt partnership that offered a weekly drawing for a DQ Mini Blizzard. Approximately eighty children enjoyed these events.

The museum hosted a Minnesota Historical Society traveling exhibit, *Minnesota Disasters*, August – November 2012. Along with the traveling exhibit, *Roseau County Disasters* exhibits were created to tell the story of disasters throughout Roseau County, including the flood of 2002.

The museum introduced a new holiday exhibit, *Christmas Trimmery* with ten Christmas trees decorated throughout the museum. The county's residents were asked to bring in or donate vintage Christmas ornaments and tree trimmings for the event. The opening day was in conjunction with the Roseau Public Library's *Christmas Treasures*.

School Educational Programs and Tours

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

On May 14, seven schools (twenty-one students) from Badger, Goodridge, Grygla, Lake of the Woods, Lancaster, Roseau, and Warroad participated in the annual Minnesota History Sixth Grade contest at the Roseau City Center. Sponsors were Border State Bank, Citizens State Bank and Security State Bank. Participating students were Gabe Carlson, Roseau (1st place); Abby Huss, Roseau (2nd Place); Halley Meeker, Warroad (3rd Place); Sawyer Billings, Lancaster (4th Place); Jack Peppel, Badger (5th Place); Ethan Praska, Badger (6th Place); Reese Steen, Lancaster; Megan Doneth, Badger; Lauren Johnson, Roseau; Hailey Vad, Grygla- Gatzke; Jordan Herseith, Grygla-Gatzke; Malena Phongsavath, Warroad; Madeline Olson, Lancaster; Kathy Szymanski, Goodridge; Lauryn Nordine, Goodridge; Carlye Kiesow, Grygla-Gatzke; Andrew Thompson, Warroad

Collection Care/Acquisitions/Technology

Thirty individuals, families, organizations, and businesses donated over 2,000 photographs, three-dimensional objects and archival items to the museum. Roseau River Watershed District and Irene Olson donated over 1,800 flood photos to the museum collection.

RCHS replaced the executive director's computer and moved the older computer, connecting it to the scanner, in order to scan photographs at a higher speed.

Board of Directors, Staff, and Volunteers

Board of Directors

Twelve trustees govern the historical society. They serve a period of three years and may serve as many terms as they desire.

Administration and Training

RCHS saw the retirement of Executive Director/ Curator, Charleen Haugen in June. Charleen was with the museum for seventeen years. Museum Assistant, Britt Dahl, was hired as Executive Director/ Curator. Along with Britt moving to the curator position, Linda Wojahn was hired as Museum Assistant. Linda had been working at the museum through an employment-training program. Marie Kompelien is the third RCHS employee along with one individual through an employment-training program.

Britt Dahl attended the American Association of Museums Annual Meeting, held April 29 – May 2, in the Twin Cities. Britt received a fellowship for the annual meeting that included registration, and an additional stipend for travel.

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

Volunteers

Approximately 80 volunteers provided assistance with collection care, exhibits, programs, and research during 2012. Although the Sentence to Service program is not considered volunteer hours, their community service to the museum is invaluable.

Financial Information and Grants

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

- The 2012 fund drive provided the historical society the opportunity to purchase a new computer, computer software and help with the cost of exhibit design as well as assist with general operation. 102 contributors supported the 2011-12 fund drive. The historical society website lists the fund drive donors.
- The Roseau County Commissioners granted RCHS special funds to purchase fifteen additional lighting fixtures to provide more light in the gallery.
- Grant funding remaining from 2011 through the Minnesota Arts and Culture Legacy Fund and NW Arts Council provided for additional music programming in continuing *New Harmonies* programming.

Additional information is available in the 2012 financial report.

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

Glenn Holm, President, and Britt Dahl, Executive Director

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

August 27, 2013

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, August 27, 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

A discussion on the conflict of interest issue was added to Department Reports for County Attorney; amendment of a PILT resolution; and a discussion on AMC's September Policy Committee Meeting itinerary was added to County Board Items. A motion to approve the amended Agenda was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Commissioner Phillipe distributed an article from *Community Transportation* which highlighted the services of Far North Transit. CC/ESD Pelowski reminded the Board of the Minnesota Power Open Houses to be held in Roseau, Warroad and Baudette. Commissioner Falk stated that he is aware of complaints filed against Falk Farms and that upon completion of the investigation he will be submitting a letter to local papers.

APPROVE BILLS

Auditor Monsrud informed the Board that the Highway Department requested the invoice for JD63 charges be withheld from the original claim and then paid at a later date.

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 8/15/2013

Vendor Name	Amount
COMMITTEE ON AGING	13,575.55
MN DEPT OF FINANCE · TREAS	2,530.50
SATHER LAW OFFICE	4,349.86
6 Payments less than 2,000.00	1,405.81
Final Total:	21,861.72

Warrants Approved For Payment 8/22/2013

Vendor Name	Amount
RIVERFRONT STATION	4,364.44
ROSEAU CO TRAILBLAZERS	14,176.71
SCHOOL DIST 682	18,917.35
SCHOOL DIST 690	55,160.99
TOWN OF BEAVER	3,418.80
WYNNE CONSULTING INC	2,550.00
17 Payments less than 2,000.00	7,732.60
Final Total:	106,320.89

Warrants Approved On 8/27/2013 For Payment 8/30/2013

Vendor Name	Amount
CDW GOVERNMENT INC	3,253.26
NORTHERN RESOURCES COOPERATIVE	3,014.28
REESE RENTAL-DBA	16,920.00
ROSEAU CO HWY DEPT	19,029.82
ROSEAU CO SOIL & WATER CONS	8,807.14
37 Payments less than 2,000.00	14,086.40
Final Total:	65,110.90

DELEGATIONS/BOARD APPOINTMENTS

Lee Meier, Northwest Minnesota Multi-County Housing & Rehabilitation Authority

Executive Director Lee Meier met with the Board to provide a 2013 program review and financial information. Meier noted that the HRA has made many housing opportunities available for the region with assistance in rental payments, home loan down-payments and housing rehabilitation loans.

Auditor Colleen Hoffman, Hoffman Dale and Swenson, PLLC

Manager Colleen Hoffman met with the Board to present Roseau County's 2012 Government Audit, (on file in the Auditor's Office).

Public Comment

Joe and Anita Laurin met with the Board to discuss options for moving forward with culvert placement on Roseau River Watershed Ditch #3 (WD 3). Roseau River Watershed Administrator Tracey Halstensgard and Roseau County Highway Engineer Brian Ketring were also in attendance. Mr. Laurin requested the Board consider adopting a resolution which would approve sharing the cost (between Roseau County and the RRWD) of paying Houston Engineering for a hydrologic study on WD 3. Mr. Laurin explained that this study is needed in order to gather the appropriate scientific information necessary to make a decision on the proper culvert placement to assist in water flow from WD3 to SD69. The Board requested the Roseau River Watershed Board clearly define their proposed project, providing scientific evidence with regard to proper culvert placement. The Board also noted that Minnesota Statutes clearly defines the process for ditch improvements and that this process must be followed.

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Swanson, seconded by Commissioner Foldesi and carried unanimously. The Board, by adoption of its Consent Agenda, approved the August 13, 2013 Board Proceedings with the correction indicating that Chair Falk abstained from voting on the conflict of interest discussion.

DEPARTMENT REPORTS

County Attorney Karen Foss

County Attorney Karen Foss met with the Board to notify them that she will not be pursuing an external investigation with the Clearwater County Attorney's Office because of Commissioner Miller's communication with that office prior to them receiving the completed investigation. Attorney Foss stated that she will decide whether to outsource the matter to another County concerning the ongoing Falk Farm's Conflict of Interest case. Ms. Foss noted that upon receipt of any Investigation Report a Summary of Findings will be provided to the Board.

Commissioner Miller stated that opinions from Pennington and Clearwater County(s) should be secured prior to the completion of the investigation and he requested the Board Proceedings contain the following statement: "The County Attorney is conflicted in this and should have no part in it."

COUNTY BOARD ITEMS

Commissioner Miller requested the Board amend resolution #2009-09-08 to include Unorganized Oakes Township (161N., 35W) to the list of Unorganized Township entitled to PILT payments. A motion was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously to adopt the following amended resolution:

2013-08-04

WHEREAS, pursuant to M.S. 477A.14 Subdivision 1 (b), payments for natural resources lands not located in an Organized Township shall be deposited in the County general revenue fund, and

WHEREAS, the County may allocate the amount determined to be necessary for maintenance of roads in Unorganized Townships.

NOW, THEREFORE, BE IT RESOLVED that the Roseau County Board of Commissioners hereby allocates the 2014 Natural Resources Land Payment in Lieu of Property Taxes to the following Unorganized Townships: Twp. 161N., Rg. 35W (Oakes); Twp. 161N., Rg. 36W. (Clear River); Twp. 161N., Rg. 37W. (America); Twp. 162N., Rg. 44W. (Juneberry); Twp. 163N., Rg. 38W. (Norland); Twp. 163N., Rg. 39W. (Spruce Valley); Twp. 163N., Rg. 40W. (Jadis); Twp. 163N., Rg. 43W.; Twp. 163N., Rg. 44W. (Blooming Valley); Twp. 164N., Rg. 39W. (Spruce Valley); and Twp. 164N., Rg. 44W. (Blooming Valley).

BE IT FURTHER RESOLVED that no allocation will be made to the Unorganized Townships that do not have Township roads.

The Board discussed attendance at the AMC Policy Committee Meeting sessions being held September 6, 2013 in Alexandria, MN.

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Social Services Board, 8/20/13; Highway Committee, 8/20/13; Red River Basin Commission, 8/22/13.

Commissioner Foldesi reported on the following committee(s): Quin County Community Board, 8/26/13.

Commissioner Miller reported on the following committee(s): Roseau River International Watershed, 8/15/13; MRCC Conference Call, 8/16/13; Social Services Board, 8/20/13; Highway Committee, 8/20/13; Warroad School Board, 8/21/13; Joint Powers Natural Resource Board, 8/25/13.

Commissioner Phillipe reported on the following committee(s): Lake Township, 8/14/13; Warroad City Council, 8/26/13.

Commissioner Swanson reported on the following committee(s): Northwest Regional Radio Board, 8/14/13; Jadis Town Board, 8/14/13; Association of Minnesota Counties Board of Directors, 8/15 – 8/16/13; Roseau County Committee on Aging, 8/19/13; Social Services Board, 8/20/13; Highway Committee, 8/20/13; AMC Lean Kaizen Training, 8/22/13; Roseau County Affordable Housing Committee, 8/22/13; Roseau County Health Fair Planning Committee, 8/26/13.

Upon motion carried, the Board adjourned the regular meeting at 12:40 p.m. The next regular meeting of the Board is scheduled for September 10, 2013 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

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

DRAFT

WARROAD RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Name of Nominating Agency:	Roseau County Board of Commissioner
Name of Nominee:	Richard E Battles

Mailing Address	PO Box 76	Work Phone	218-386-3507
City	Warroad	Home Phone	
Zip Code	56763	Cell Phone	218-689-8925
County	Roseau	E-Mail Address	buck22@centurytel.net

1. Are you a resident of the Roseau River Watershed District? **YES**
2. How long have you been a resident of the Warroad River Watershed District?
Most of my life

3. What is your physical address?

25637 608th Ave

4. Is that the address where you receive your mail? **NO**

5. Is that the address on your driver's license? **YES**

6. Are you a registered voter? **YES**

7. In which precinct are you registered to vote?
Moranville

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

To be able to assist in the water management and water quality control of the Warroad River Watershed, also to continue working on existing projects that have been started or that are in there beginning stages.



WARROAD RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

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

Continue with the leadership experience of the past 15 years, and improve on any issues or items that may arise.

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

The same as if it were anyone else, depending on the circumstances, possibly removing myself from any vote.

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

Sit down round table discussions to resolve any issues. So far we have had none reach that level. But have had meetings in the field over minor issues or discussions.

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

Staying organized and well informed of most issues & working on securing grant funds for research of future projects.

Continue to advocate public communications.

Do you have any other comments you wish to share?

The Board appreciates all the support given by the County Board & the County employees.



U.S. Department of Justice

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

May 31, 2013

Senior Special Agent Donald Cheung
Internet Crimes Against Children Commander
Minnesota Department of Public Safety
Bureau of Criminal Apprehension
1430 Maryland Avenue
St. Paul, Minnesota 55106

SENT VIA EMAIL ONLY

RE: Invitation to Apply for Funding

Dear Senior Special Agent Cheung:

The Office of Juvenile Justice and Delinquency Prevention (OJJDP) is inviting the Minnesota Department of Public Safety to submit an application for funding to support the Internet Crimes Against Children (ICAC) Task Force program. The proposed project period should be from July 1, 2013-June 30, 2014. The amount of federal support requested should not exceed \$347,101. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. This letter is only an invitation to submit a proposal and is not an indication of project approval or an authorization to begin work on the project proposed.

This invitation does not require a match. However, if an application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

The application should include a description of goals and activities related to the proposed project, including:

- maintaining and expanding state and regional ICAC task forces to prevent, interdict, investigate, and prosecute Internet crimes against children and technology-facilitated child exploitation.
- improving task force effectiveness to prevent, interdict, investigate, and prosecute Internet crimes against children technology-facilitated child exploitation.

Applicants must further explain how they will address the following functions as stipulated in Section 104 of the PROTECT Act:

- working consistently toward achieving the purposes described in Section 103 of the PROTECT Act.

- engaging in proactive investigations, forensic examinations, and effective prosecutions of Internet crimes against children.
- providing forensic, preventive, and investigative assistance to parents, educators, prosecutors, law enforcement, and others concerned with Internet crimes against children.
- developing multijurisdictional, multiagency partnerships and responses to Internet crimes against children offenses through ongoing informational, administrative, and technological support to other state and local law enforcement agencies so that they can acquire the knowledge, personnel, and specialized equipment to investigate and prosecute such offenses.
- participating in nationally coordinated investigations that the Attorney General determines are necessary, as available resources permit.
- establishing, adopting, and complying with investigative and prosecution standards, consistent with established norms.
- investigating tips related to Internet crimes against children, as appropriate, including tips from Operation Fairplay, the National Internet Crimes Against Children Data System (to be established in accordance with Section 105 of the PROTECT Act), the National Center for Missing & Exploited Children's CyberTipline, other ICAC task forces, and other federal, state, and local agencies. Task forces should give priority to investigative leads that hold out the possibility of identifying or rescuing child victims or leads that point to a serious offense or danger to the community.
- developing procedures for handling seized evidence.
- maintaining reports and records, as the Attorney General requires.
- complying with national standards regarding the investigation and prosecution of Internet crimes against children, as the Attorney General sets them forth, to the extent they are consistent with the law of the state where the task force is located.

The application should include a project abstract, program narrative, budget detail worksheet and budget narrative, indirect cost rate (if applicable), tribal resolution (if applicable), additional attachments, and other standard forms, see page 6 of the attached guidance for detailed information on What an Application is Expected to Include.

The application should also address performance measures for the proposed project. The relevant performance measures are listed in the attached guidance. Submission of performance measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures.

Applicants must register in the Office of Justice Programs' (OJP's) electronic Grants Management System (GMS) prior to submitting an application for this invitation. The deadline to register in GMS is 8 p.m. eastern time on June 3, 2013, and the deadline to apply for funding under this invitation is 8 p.m. eastern time on June 21, 2013. See "How to Apply" in the attached guidance for complete instructions on registering and submitting an application through GMS, and details on the required application content and format.

I hope that this information is helpful in preparing your application for funding. If you have any questions or need further information, please contact Scott Pestridge, ICAC Program Manager at (202) 514-5655 or via email at scott.pestridge@usdoj.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Slowikowski". The signature is fluid and cursive, with the first name "Jeff" being particularly prominent.

Jeff Slowikowski
Associate Administrator
Office of Juvenile Justice and Delinquency Prevention

Enclosure

Minnesota Internet Crimes Against Children Task Force

Multi-Agency Law Enforcement Joint Powers Agreement

This Multi-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension ("Grantee"), empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, Subd. 10 & 12, and County of Roseau, acting through its Roseau County Sheriff's Office, located at 604 Fifth Ave SW, Roseau, 56751. ("Undersigned Law Enforcement Agency"), empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, subd. 10,

Whereas, the above subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity; and

Whereas, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

Whereas, the Grantee is the recipient of a federal grant (attached to this Agreement as Exhibit A) disbursed by the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") in Washington, D.C. to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations; and

Whereas, the OJJDP Internet Crimes Against Children ("ICAC") has established a Working Group of Directors representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients; and the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension has designated Donald Cheung as the Commander of the Minnesota ICAC Task Force.

Now Therefore, the parties agree as follows:

1. The Undersigned Law Enforcement Agency approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach to combat Internet Crimes Against Children: **prevention, education and enforcement**; and
2. The Undersigned Law Enforcement Agency shall adhere to the Minnesota ICAC Task Force Program Standards contained in Exhibit B attached to this Agreement, in addition to complying with applicable Minnesota state and federal laws in the performance of this

Agreement, including conducting undercover operations relative to ICAC, ; a list of Regional ICAC Task Force, Minnesota State Affiliate Agency and Training & Technical Assistance Program contact information is available at <http://www.ojjdp.gov/programs/progsummary.asp?pi=3#Resources> ; and

3. Exhibits A and B are incorporated into this Agreement and made a part thereof. In the event of a conflict between this Agreement and the Exhibits, the terms of the Exhibits prevail; and
4. The Undersigned Law Enforcement Agency and the Grantee agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Grantee's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. The Undersigned Law Enforcement Agency's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01 - 466.15, and other applicable law; and
5. All members of the Undersigned Law Enforcement Agency shall continue to be employed and directly supervised by the same Law Enforcement Agency employer which currently employs the member performing Minnesota ICAC Task Force assignments; and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer's fringe benefits; and
6. The Undersigned Law Enforcement Agency must first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
7. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the Grantee to the Undersigned Law Enforcement Agency within 30 days of the date of invoice, with payment made out to the County of Roseau and mailed to the Roseau County Sheriff's Office, 604 Fifth Ave SW, MN, 56751.
8. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Minnesota ICAC Task Force Commander or his designee for statistical reporting purposes; and
9. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJJDP. In addition, under Minn. Stat. § 16C.05, subd. 5, the Undersigned law Enforcement Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Grantee and/or the Minnesota State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end date of this Agreement; and
10. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources

amongst the multiple entities; and

11. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System (CPPS) pursuant to the OJJDP guidelines; and
12. The Undersigned Law Enforcement Agency shall provide the Minnesota ICAC Task Force Commander in a timely manner all investigative equipment that was acquired through OJJDP grant funding; in the event that future federal funding is no longer available, the Undersigned Law Enforcement Agency decides to dissolve its binding relationship with the Minnesota ICAC Task Force and the State of Minnesota Department of Public Safety, or the Undersigned Law Enforcement Agency breaches the Agreement.
13. That the Grantee may reimburse, the Undersigned Law Enforcement Agency for the following duties:
 - A. Investigations by the Undersigned Law Enforcement Agency under this agreement should be conducted in accordance with the OJJDP ICAC Task Force Program Standards contained in Exhibit B, and concluded in a timely manner. The Undersigned Law Enforcement Agency will only be reimbursed by the Grantee for overtime hours inclusive of fringe benefits of actual hours and/or actual expenses incurred related to performing Minnesota ICAC Task Force assignments and/or training approved by the Minnesota ICAC Task Force Commander through the term of this agreement or until all Federal funds under the OJJDP grant have been expended, whichever comes first.
 - B. The Grantee has a **TOTAL** Expense Budget of \$347,101.00 that was approved under the OJJDP Internet Crimes Against Children (“ICAC”) Grant for investigative hours and expense reimbursement. The Undersigned Law Enforcement Agency participating in the Minnesota ICAC Task Force investigations will be reimbursed by the Grantee for actual costs as defined in Clause 13, Section A., to the extent such actual costs have been reviewed and approved by the Minnesota ICAC Task Force Commander.
14. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
15. The Undersigned Law Enforcement Agency and the Grantee may terminate this Agreement at any time, with or without cause, upon 30 days’ written notice to the other party.
16. **Terms of this agreement:**

This Agreement shall be effective on the date the Undersigned Law Enforcement Agency obtains all required signatures under Minn. Stat. § 16C.05, Subd. 2, and shall remain in effective through May 31, 2016 unless terminated or canceled. **Upon the effective date of this Agreement, the Undersigned Law Enforcement Agency will be entitled to reimbursements approved by the Grantee dating back to July 1, 2013 for overtime**

salary including fringe benefits, equipment, training and expenses to the extent Grantee has available funds to pay such and they have been approved consistent with Clause 13, Section B. Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Undersigned Law Enforcement Agency.

1. Undersigned Law Enforcement Agency

Undersigned Law Enforcement Agency certifies that the appropriate person(s) have executed the Agreement on behalf of the Undersigned Law Enforcement Agency and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.



By and Title

Undersigned Law Enforcement Agency



Date

Name and Title

Roseau County

Date

Name and Title

Roseau County

Date

Mayor or Board Chair

Roseau County

Date

2. Department of Public Safety,
Bureau of Criminal Apprehension

Name: _____

Signed: _____

Title: _____

(With delegated authority)

Date

3. Commissioner of Administration

By and Title

MN Department of Administration

(With delegated authority)

Date

**Board of Water & Soil Resources
Natural Resources Block Grant
FINAL Program Allocation and Contribution**

County: ROSEAU Grant Period: Sept. 1 2011 to June 30, 2013 Fiscal Year: 12
 The following lists the eligible state program fund amounts and required minimum match. P.O. 3000001105 VN 00000723

State Fund		Required Match	
LWM	\$15,131	Levy:	\$2,518
WCA	\$24,238	1:1	\$24,238
DNR Shoreland	\$2,697	1:1	\$2,697
MPCA SSTS	\$18,941	NA	
MPCA Feedlot Base	\$0	0.7:1	\$0
MPCA Feedlot PC* Award		NA	

The following designates grant and match amounts that were provided by specified program participants.

PROGRAM PARTICIPANTS	LWM		WCA		DNR SHORELAND		MPCA STSS		MPCA FEEDLOT		
	Grant \$	County Levy	Grant \$	Match	Grant \$	Match	Grant	Match	Grant \$	Match	PC Award*
COUNTY DEPT:											
Envirothon Office					\$2,697	\$2,697	\$18,941				
SWCD:											
Roseau SWCD	\$15,131	\$2,518	\$16,414	\$16,620							
CITIES:											
OTHER:											
PROGRAM SUMMARY	\$15,131	\$2,518	\$16,414	\$16,620	\$2,697	\$2,697	\$18,941	\$0	\$0	\$0	\$0
PROGRAM CONTRIBUTION	\$17,649		\$33,034		\$5,394		\$18,941		\$0		
							Total Program Contribution:		\$75,018		

*PC = Performance Credit

Actual use of grant and match amounts and the entity using/providing must be reported in eLINK.

BY SIGNING BELOW, we acknowlegde that the grant and match amounts listed above were expended and have provided documentation to support these actions.

Organization:	Roseau County
Printed Name:	Roger Falk
Title:	Roseau County Commissioner Chair
Phone Number:	218-463-4248
Signature:	Date: 9/10/2013

Organization:	Roseau County Auditor
Printed Name:	Marth Monsrud
Title:	Roseau County Auditor
Phone Number:	218-463-1282
Signature:	Date: 9/10/2013

Organization:	Environmental Office
Printed Name:	Jeff Pelowski
Title:	Environmental Officer
Phone Number:	218-463-3750
Signature:	Date: 9/10/2013

Organization:	Roseau SWCD
Printed Name:	Scott Johnson
Title:	District Manager
Phone Number:	218-463-1903
Signature:	Date: 9/10/2013

I verify that this Program Allocation and Contribution Plan represents the county's use of state funds and the required minimum local match for each specified program.

County LWPer Signature

Date

This NRBG Program Allocation and Contribution Plan meets minimum NRBG requirements.

Board Conservationist Signature

Date



Roseau County Request for Board Action

Agenda Item #: Consent 5 <small>(for office use only)</small>		
Requested Board Date:	9-10-13	Originating Department: Veteran Services
Subject Title (as it will appear on the Agenda): CVSO Operational Grant Contract - \$2,500.00		Presenter: Don Dunn
Estimated Amount of Time Needed for Discussion:		
<input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes		
Board Action Requested: Approve and sign Minnesota Department of Veteran Affairs Grant contract.		
Background: Grant to enhance the operations of the Veteran Service Office. See Attachment A of contract.		
Supporting Documentation: <input type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting:		
<input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other		

FOR OFFICE USE ONLY:

Board Action: Approved as Requested: _____ Denied: _____ Tabled: _____ Other: _____	Distribution/Filing Instructions:
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**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT CONTRACT

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

Recitals

28. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2013 Chapter 142 Article 4, the State is empowered to enter into this grant.
29. The State is in need of enhancing the operation of the County Veterans Service Offices.
30. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608 Subdivision 4 (a), and should not be used to supplant or replace other funding.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date: August 31, 2013** or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date: May 30, 2014**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract:
8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

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

Conduct the **County Veterans Service Office Operational Enhancement Grant Program** by purchasing one or more of the allowable goods and services as specified in Attachment A, Items Approved/Disapproved, which is attached and incorporated into this grant contract.

If the Grantee wishes to purchase a good or service not listed on Attachment A, Items Approved, they shall submit a written request to the State's Authorized Representative listing the item, its estimated cost, and how it will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

Upon the conclusion of this Project, but no later than May 30, 2014, the Grantee shall submit Copies of all Paid Receipts, a completed Expenditure Report Form, a CVSO Operational Enhancement Grant Compliance Report and any unexpended Grant Funds to MDVA. Such Reports shall show all goods and services

purchased and account for all grant funds expended.

In the event that any provision of the Items, Approved/Disapproved, Attachment A, reviewed by the State and incorporated into this grant contract by reference is not consistent with any portion of this grant contract, then the terms of this grant contract supersede the inconsistent provision.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all eligible goods and services purchased by the Grantee under this grant contract as follows:

(10) **Compensation.** The Grantee will be paid a lump sum and must account for funds spent according to the breakdown of costs contained in the Items, Approved/Disapproved, Attachment A, which is attached and incorporated into this grant contract.

(b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be made. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$10,000 (Ten thousand Dollars)**.

4.2. Payment

(28) The State will promptly pay the Grantee a lump sum of **\$10,000** upon the execution of this Grant Contract.

(29) **Eligible Project Costs.** In order to be eligible for Grant Funds, costs must be reasonable, necessary and allocable to the Program, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Statutes §197.608, as amended, and this grant contract.

(30) Pursuant to Minn. Stat §197.608 Subd 7, if the purchase of eligible goods and services is not completed, or is completed without expending the budgeted total of MDVA Grant Funds, the Grantee shall apply MDVA Grant Funds towards the total cost properly expended on the goods and services specified above, and shall remit those MDVA Grant Funds not so expended to the MDVA.

5 Conditions of Payment

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

to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is **Bradley S. Lindsay**, Minnesota Department of Veterans Affairs, 2nd Floor Veterans Service Building, 20 West 12th Street, Saint Paul, Minnesota 55155 (651) 757 1582 or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance.

The Grantee's Authorized Representative is **Don Dunn**, County Veterans Service Office, Roseau County, Courthouse, 606 5th Ave SW, Room 120, Roseau, MN 56751 or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

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

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

8 **Liability**

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

9 **State Audits**

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

10 **Government Data Practices and Intellectual Property**

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

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

10.2. *Intellectual Property Rights*

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

(K) *Obligations*

- a. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation

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

12 Publicity and Endorsement

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

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

14.20 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not complete the Project by June 30, 2014, as evidenced by the incurrence of documented expenses for eligible costs; then this grant contract shall be reviewed by MDVA, and, may be canceled and all or part of the funds returned to MDVA to be reallocated to training and education under Minnesota Statutes §197.608 Subdivision 7.

14.21 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

- s) It does not obtain funding from the Minnesota Legislature.
- t) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other

SWIFT # _____

any undisputed amount not paid on time to the Subcontractor.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE: Roseau County

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative - Photo Copy

ATTACHMENT A

CVSO Operational Enhancement Grant Items Approved/Disapproved – FY14

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes:

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

Items Approved:

Monitors (<i>Purchase price limited to \$500.00</i>) and Dual monitor video cards	Publicity Items (<i>Magnets, Brochures, Challenge Coins – must include reference to LinkVet</i>)
Laptops/Tablet PC's/I-Pad (<i>including accessories</i>)	Label printers and supplies
Personal computers - Desktop	Teleconferencing equipment
Veterans Information/Case Management Systems and Software (<i>Including user maintenance agreements.</i>)	Headsets – Phone ONLY (<i>Purchase price limited to \$250.00</i>)
Printers/Scanners	Paper shredders or shredding contracts
Cellular Phones/Smart Phones (<i>Purchase price limited to \$450.00. No monthly contracts or fees.</i>)	TV /DVD combinations (<i>Purchase price limited to \$500.00</i>)
Photo copiers (<i>or 12 month lease</i>) (<i>Including user maintenance agreements.</i>)	Mobile broadband data access device/Hotspot (<i>No monthly contracts or fees.</i>)
Digital Video Recorders (<i>Purchase price limited to \$1000.00</i>)	Fax machines and installation of initial phone line (<i>No monthly contracts or fees.</i>)
Digital Projectors – LCD/DLP (<i>Purchase price limited to \$1,500.00</i>)	Digital Cameras (<i>Camera purchase price limited to \$500.00. Tax and accessories are separate.</i>)
Expenses related to the goal of reducing Veteran homelessness (<i>Must be pre-approved</i>)	Travel expenses related to MACVSO / MDVA/ USDVA sponsored training events. (<i>Transportation, Lodging and Registration ONLY.</i>)
Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO. Registration ONLY. (<i>Must be pre-approved and expenses are limited to \$500.00 per individual.</i>)	Required NACVSO Accreditation/CEU/CVA Training – Must provide a “Certificate of Completion” after training. (<i>Transportation, Lodging and Registration ONLY.</i>)
Expenses related to the transportation of Veterans needing to access their benefits (Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)	Expenses related to the reintegration of returning service members (Including travel expenses to official reintegration events)
Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads, billboards (<i>Must include reference to LinkVet</i>))	Expenses related to “Outreach” such as benefits fairs, town halls and seminars. (<i>Refreshments & food over \$500.00 must be pre-approved</i>)
Medical expenses to pay for 2 nd opinions on previously denied VA disability claims.	Staff expenses for new/increased staff that provide direct services to veterans.

Also Approved:

- Supplies related to items purchased during this grant cycle ONLY (toner cartridges, ink cartridges, etc.). You may NOT purchase supplies for items you already have.
- Reference materials (medical dictionaries, VA rules and regulations manuals, etc.).
- Furniture that is directly related to a computerization, organization and enhancement efforts (such as required furniture for new/increased staff, computer desk, printer stand, filing cabinets, etc.). All furniture purchases must receive prior approval from the MDVA.
- Up to one year of extended warranties/extended maintenance contracts on equipment and related software purchased during this grant cycle ONLY.

***NOTE: The maximum purchase price for certain items does NOT include tax or shipping charges.**

Items Not Approved:

- Furniture that is NOT for new/increased staff or that is directly related to computerization/organization efforts (chairs, desks, etc.).

Application for a Temporary Retail "On Sale" 3.2 Percent Malt Liquor License

STATE OF MINNESOTA

COUNTY OF ROSEAU

TOWN OF Badger

To the Board of Commissioners of the County of Roseau, State of Minnesota:

I, Angela Gregerson dba Badger Jaycees, hereby apply for a license for the period Sept. 20, 2013, through Sept. 21: midnight 2013, to sell

At Retail Only, 3.2 Percent Malt Liquors,

As the same are defined by law, for consumption "ON" those certain premises in the Township of City of Badger described as follows, to-wit: 101 Meadow brok lane, South main St. Badger, MN 56714

_____ at which place said applicant(s) operate(s) the business of beer garden for Badger Fallfest Badger and to that end represent(s) and state(s) as follows:

That said applicant(s) is/are citizen(s) of the United States; of good moral character and repute; and has/have attained the age of 21 years; that applicant(s) is/are proprietor(s) of the establishment for which the license will be issued if this applicant is granted.

That no manufacturer of 3.2 percent malt liquors has any ownership, in whole or in part, in said business of said applicant(s) or any interest therein;

That said applicant(s) make(s) this application pursuant and subject to all the laws of the State of Minnesota and the ordinances and regulations of said county applicable thereto, which are hereby made a part hereof, and hereby agree(s) to observe and obey the same:

(Here state other requirements, if any, of local regulations)

Each applicant further states that he/she is not now the holder of, nor has he/she made application for, nor does he/she intend to make application for a Federal Retail Dealer's Special tax stamp for the sale of intoxicating liquor.

Dated 9.3, 2013

Angela Gregerson
Applicant
205 Chicago Ave
Address
Badger, MN 56714
Address
Badger Jaycees
BO2315

STATE OF MINNESOTA

County of Roseau

The undersigned, county attorney and sheriff of said county, hereby recommend the within application, it appearing to the best of our knowledge that said applicant has not, within a period of five years prior to the date of this application, violated any law relating to the sale of 3.2 percent malt liquor or intoxicating liquor, and that in our judgment the applicant will comply with the laws and regulations relating to the conduct of said business.

Dated at Roseau, Minnesota, Sept. 5, 20 13.

Hansen M. Foss
County Attorney

Scott
County Sheriff

STATE OF MINNESOTA

County of Roseau

Town of Budger

It is hereby certified that the Town Board of the Town of City of Budger in said County and State, by resolution on the 26 day of August, 20 13, did consent to the issuance of the license applied for in the within application.

Dated August 26, 20 13

Attest Angela Bergeson
Town Clerk

THE TOWN BOARD OF THE TOWN OF
Budger
By Jan E. [Signature] Chairman

Note: No County Board shall issue license for sale in any Town without the consent of the Town Board of such Town, and no Town Board shall consent to the issuance of any license without the written recommendation of the County Attorney and the Sheriff.



Account# 010-53267

To better serve the investing public our regulators have adopted disclosure rules which require us to inform you of the following:

PRIVACY POLICY

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Additional information regarding the protection of certain accounts by Securities Investor Protection Corporation (SIPC) and information about SIPC itself, along with requests for the SIPC Brochure, can be obtained via their web site at www.sipc.org or by calling 1-202-371-8300.

LONG SALE DELIVERY POLICY

FINRA rules require us to ascertain, for each long sale that you place with us, that you in fact own the securities to be delivered and that they are in good deliverable form. Accordingly, this also confirms that in placing in a long sale with us, you represent that the securities to be sold are held, in good deliverable form, by your custodian and that you have provided standing instructions to your custodian to deliver the securities against payment. If the securities to be sold are held elsewhere, we understand that you will so advise us upon placing your order.

U.S. TREASURY, AGENCY DEBT & AGENCY MORTGAGE-BACKED SECURITIES FAIL POLICY

Vining Sparks has adopted the Securities Industry and Financial Markets Association (SIFMA) trading practices of charging for failed US Treasury Securities, Agency Debt and Agency Mortgage-Backed Securities as published by The Treasury Market Practices Group (TMPG) and SIFMA: <http://www.sifma.org/tmpg>

COMPLAINTS

Complaints should be addressed in writing to the Director of Sales, 775 Ridge Lake Boulevard, Suite 200, Memphis, TN 37120 or by telephone at 901-766-3183.

Vining Sparks IBG, L.P.

JACK SWANSON COMMITTEE REPORTS

AUGUST 28, 2013 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY

SEPTEMBER 3, 2013 - COMMITTEE OF THE WHOLE

**SEPTEMBER 4, 2013 - COMMUNITY JUSTICE COORDINATING
COMMITTEE**

SEPTEMBER 4, 2013 - SHERIFF'S COMMITTEE

SEPTEMBER 4, 2013 - OPERATIONS COMMITTEE

**SEPTEMBER 6, 2013 - ASSOCIATION OF MINNESOTA COUNTIES
POLICY COMMITTEES (ALEXANDRIA); attended the Ag and Rural
Advisory group, with an update on the Greater Minnesota Advisory Panel
... attended the AMC General Government policy committee meeting**

SEPTEMBER 8, 2013 - ROSEAU CONVENTION & VISITORS BUREAU

SEPTEMBER 8, 2013 - ROSEAU CITY COUNCIL