
March 25, 2014

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on March 25, 2014 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. Janine Lovold – Board of Water and Soil Resources – One Watershed One Plan Pilot Program

9:30 Consent Agenda

1. March 11, 2014 Regular Board Meeting and March 18 Special Board Meeting Proceedings
2. February 25, 2014 Board Proceedings Revision
3. IT Administrator Anniversary Step
4. Extension Committee Appointment

9:45 Committee Reports

1. Credit Card Committee
 - a. Point and Pay Credit Card Vendor Contract

10:00 BREAK

10:15 Department Reports

10:15 County Board Items

1. Commissioner Committee Reports

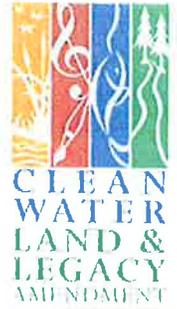
11:00 Unfinished Business

11:00 Adjourn

***Limited to five minutes**



One Watershed, One Plan Pilot Program



Request for Interest

December 18, 2013

About the program

In 2013, the Minnesota Legislature passed Chapter 137-HF 1183 (Clean Water Fund Appropriations) which provided authorization and funding to BWSR for assistance and grants to local governments to transition local water management plans to a watershed approach as provided for in Minnesota Statutes, chapters 103B, 103C, 103D, and 114D.

Based on this legislation, BWSR created the *One Watershed, One Plan* Program and is seeking nominations for the purpose of selecting six to eight pilot watershed areas in 2014. Watershed areas selected will be expected to establish a formal agreement and undertake and complete the development of a watershed plan the end of 2015.

Priority will be given to watershed areas where a WRAPS has been completed or will be completed before the third quarter of 2015 and can demonstrate a high level of commitment from the involved counties, soil and water conservation districts, watershed districts, and water management organizations. Watershed areas with large scale TMDL's, Phase 1 diagnostic studies, or equivalent local studies will also be considered.

Clean Water Funding Amount

Up to \$495,000.

General Requirements

No match will be required of grant recipients. A nomination may be made by one or more of the eligible applicants within a watershed area. A formal agreement between participants establishing the watershed management organization/entity will be required within 3 months after execution of the grant agreement. Grant recipients will be required to document local involvement in the plan development process in order to demonstrate that the grant is supplementing/enhancing water resource restoration and protection activities.

Applicant Eligibility

Eligible applicants include Counties, Soil & Water Conservation Districts, Watershed Districts, and Metropolitan Joint Powers Agreement Watershed Management Organizations (per MN Statutes §103B.211). Applicants must be working under a current state approved and locally adopted water management plan.

Pilot Watershed Nominations

To nominate a watershed area, provide a written response to the following questions. Nominations can be submitted by one or more of the eligible local governments on behalf of others in the watershed area. Written responses are subject to a five-page limit, minimum font size 11 pt (watershed maps are not included in the page limit).

1. Provide a general watershed map of the proposed planning boundary.
 - a. If the proposed planning boundary deviates significantly from the draft planning boundaries being considered by BWSR, provide a brief narrative of the reasons for the deviation.
 - b. Include a list of the local government units (LGUs) within the boundary (it is not required to list cities and townships). List can be incorporated into #2.

2. In consideration of the LGUs within the boundary, provide a narrative or table with:
 - a. Existing plan type and expiration date of each LGU;
 - b. Whether the LGU has expressed interest in participation, and if so, how (e.g. verbal, letter, resolution, etc.). If not, why (e.g. haven't had opportunity to respond, unwilling to commit until the LGU has more information, not willing to participate at all, may participate on limited basis but area too small to be a required participant, etc.);
 - c. Identify, if known, a lead staff person(s) and/or primary contact(s) from each participating LGU.
3. Briefly describe at what point your watershed area is in the MPCA's ten year water approach/WRAPS, and any other TMDLs, diagnostic studies, and/or local studies and plans have been completed that can help inform the development of the *One Watershed, One Plan*.
4. Identify which plan type the participants are most interested in preparing with these funds (Comprehensive Watershed Management Plan, Priority Concerns Implementation Plan, or Water Quality Implementation Plan):
 - a. Briefly describe how this plan is anticipated to benefit the participating LGUs;
 - b. Briefly describe how the plan is anticipated to benefit resource management within the planning area;
 - c. Briefly describe how the One Watershed, One Plan might be used to develop a collaborative approaches to things such as shared services and developing and submitting requests for Clean Water Funds.
5. Describe what the grant funds will be used for, along with an estimate of the cost, e.g. provide a general budget.
6. Describe anticipated state support that the partners will need in development of the plan.
7. Provide a generalized outline of the approach the participating organizations will take in 1) the development of the required formal agreements and operating procedures, and 2) development of the plan, including major steps or milestones.

Submittal

All responses must be electronically delivered to: BWSR.Grants@state.mn.us and must be received no later than 4:30 p.m. on April 21, 2014. Late responses will not be considered. The burden of proving timely receipt is upon the responder.

Evaluation and Nomination Criteria

All nominations submitted for consideration will be reviewed by BWSR staff, with assistance from an inter-agency review committee based on the responses to questions #1-7. The review range for the response to each question is indicated below. The maximum score per nomination is 100 points.

The successful watershed areas will be selected by the Board of Water and Soil Resources on recommendation of the selection committee.

Nomination Criteria	Maximum Points Possible
1. Inclusion of general watershed map and list of local governments provided.	5
2. Inclusion of list of plans with expiration dates for each local government, documentation of the level of interest expressed by identified local governments, and identification of lead staff.	15

3. Types of existing information available and their pertinence to developing the watershed-based plan.	15
4. Demonstrated understanding of the multiple benefits of developing a watershed-based plan.	15
5. Demonstration of realistic estimate of needed grant funds, what the funds will be used for, and that the funds will not supplant existing funds for similar activities.	10
6. Recognition of the level and types of assistance that are or will be expected of the participating state agencies.	10
7. Demonstrated understanding of the organizational phase, the planning phase, and ability to complete a draft plan by Oct. 2015.	30
Total Points Available:	100

BWSR Grant Administration

BWSR reserves the right to partially fund any and all nominations based on the number of eligible nominations submitted and the amount of funding available. In addition, as a pilot program, BWSR reserves the right to select nominations that provide geographic diversity and have the potential to represent a variety of plan types and organizational agreements among participating local governments.

Timeline

- February 10, 2014 – Nomination period begins
- April 21, 2014 – Nomination deadline at 4:30 PM
- May 2014 - Review of requests
- June 2014 - BWSR Board approval of pilot watersheds (tentative)
- September 1, 2014 – Work plan submittal deadline
- October 1, 2014 – Grant execution deadline
- December 31, 2014 – Formal agreement in place as required*

*Grant agreements will be developed and executed based on available biennial funding; formal agreements must be in place within 3 months of grant execution.

Questions

Question concerning submittal of a watershed area nomination maybe submitted to Doug Thomas, doug.thomas@state.mn.us or 651-215-6338 (office) or 651-655-2082 (cell).



One Watershed, One Plan

Plan Types for Pilot Watersheds



December 18, 2013

Purpose: As per Minnesota Statutes §103B.101, Subd. 14: *“the board may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan.”* This document outlines concepts for three approvable plan types within the *One Watershed - One Plan* framework.

Plan Types

To achieve the guiding principle that *“One Watershed, One Plan is not intended to be a one size fits all model,”* and in recognition of the need for options through the ten year transition; the following three types of plans are proposed to be tested through the pilot watershed program.

Concept Plan Types (additional information on page 2):

- **Water Quality Implementation Plan:** This plan further develops the strategies identified in a Watershed Restoration and Protection Strategies (WRAPS) document or equivalent studies into a consolidated implementation plan. This plan can be used to replace the implementation section of an existing plan(s), or can be used by local government partners on its own to collaboratively apply for state grants.
- **Priority Concerns Watershed Implementation Plan:** This plan leverages the existing process for developing a plan based on priority concerns typically associated with current county water planning; but shifts the scope of the plan to a watershed boundary and elevates requirements for prioritizing, targeting, and measuring implementation actions.
- **Comprehensive Watershed Management Plan:** This all-inclusive plan will likely leverage the existing requirements for watershed district plans and have the highest standards of the three plan options. These plans will address surface and groundwater, water quality and quantity, and land use; and implementation actions in the plan will consider the broad range of tools, including capital improvements, official controls, and other tools and programs necessary to achieve the goals of the plan.

Planning boundaries for all proposed plan types will be locally shaped and consistent with the BWSR Board adopted Suggested Boundary Map. Plan development is recommended to start a few years after intensive monitoring in order to develop and use the WRAPS document and is not recommended to start in the 2-3 years leading up to onset of intensive monitoring. All plans developed through *One Watershed, One Plan* will establish shared goals and vision for local government participants; define the roles and responsibilities of partners/participants; contain implementation actions that are prioritized, targeted, and measurable; and include estimated costs and timeframe for these actions.

Next Steps

Operating procedures and content requirements for each plan type will be developed in the first half of 2014, and the details put to the test through the pilot watersheds. Policies will be presented to the Board as developed.

	Water Quality Implementation Plan	Priority Concerns Implementation Plan	Comprehensive Watershed Management Plan
General Description	Means to collaborate, leverage WRAPS, & apply for grants without going all in.	County Water Planning on a <i>watershed</i> boundary.	Plan based on assessment all water and land related resources within the watershed.
Timing	To maintain eligibility for grant applications, revisions occur concurrently with completion or revision of 10-year assessment/WRAPS.	Revisions every 10 years. Plan extensions allowed for existing plans to provide for development through One Watershed, One Plan.	
Proposed Applicability	Won't substitute or replacement the <i>entirety</i> of existing plans, but can be used for portions of plans.	May serve as a substitute for county water plans & soil and water conservation district comprehensive plans.	May serve as replacement for watershed district, SWCD, and county water plans.
Organization Requirements	Formal agreement to signal group intentions are sufficiently serious, most likely a memorandum of understanding or agreement.	Requires formal agreement sufficient to demonstrate and sustain commitment; most likely a joint powers agreement.	
Preliminary considerations for who <i>must</i> participate...	Majority of SWCDs and/or majority of counties. May include watershed districts and/or joint powers agreement watershed organizations.	Likely a majority of counties and SWCDs within the planning boundary, with a waiver for organizations with minimal land area within the boundary.	Likely a majority of watershed organizations, counties, & SWCDs within the watershed planning boundary; with a waiver for organizations with minimal land area in the boundary.
	Cities and townships may, but will likely not be required to, participate.		
You might choose this plan if...	Participants aren't ready to establish a formal organization. Plans existing in the area are recently adopted and of a high quality.	Not all participants are ready to include the detailed requirements of the Comprehensive Watershed Management Plan.	An existing watershed district is participating and its boundaries cover the majority of the land area. Most existing plans will be expiring soon.



One Watershed, One Plan

Guiding Principles



December 18, 2013

Vision: BWSR's vision for *One Watershed, One Plan* is to align local water planning on major watershed boundaries with state strategies towards prioritized, targeted and measurable implementation plans – the next logical step in the evolution of water planning in Minnesota.

Purpose: The purpose of this document is to further outline the *One Watershed, One Plan* vision through providing the guiding principles that will direct and influence the program's future policies and procedures.

One Watershed, One Plan will result in plans with prioritized, targeted, and measurable implementation actions that meet or exceed current water plan content standards.

One Watershed, One Plan will set standards for plan content that will be consistent with or exceed the plan approval standards currently in place for local water plans. Most existing water management plans contain adequate inventories of resources and assessment of issues. *One Watershed, One Plan* will build from this point, with an expanded focus on prioritized, targeted, and measurable implementation of restoration and protection activities. The intent is for these future water plans to use existing plans, local knowledge and other studies and planning documents—including Watershed Restoration and Protection Strategies developed through the Minnesota Pollution Control Agency—to establish plans with clear implementation timelines, milestones, and cost estimates that will address the largest threats and provide the greatest environmental benefit unique to each watershed.

One Watershed, One Plan is not an effort to change local governance.

Local governments have been at the forefront of water management dating back to 1937 with the formation of the State's first soil and water conservation district. *One Watershed, One Plan* is intended to utilize the existing structures of counties, soil and water conservation districts, watershed districts and Metropolitan watershed management organizations by increasing collaboration and cooperation across political boundaries.

One Watershed, One Plan will strive for a systematic, watershed-wide, science-based approach to watershed management; driven by the participating local governments.

It is important for all communities to take part in managing their watersheds through goal setting, monitoring, restoring and protecting water resources and local habitats and ensuring a good quality of life for all who live, work, and recreate in those spaces. A decided "bottom up" approach for water management—allowing the key discussions of major water resource issues, concerns, problems, goals and objectives and potential solutions to originate and be first fully vetted at the stakeholder level—is envisioned. Expanding involvement and collaboration at the ground-level creates greater buy-in and support at all levels of government.

One Watershed, One Plan will use the state's delineated major watersheds (8-digit hydrologic unit codes or HUC8) as the starting point for defining the preferred scale for local watershed management planning.

The Local Government Water Roundtable (LGWR), a collaboration between the Association of Minnesota Counties, the Minnesota Association of Watershed Districts, and the Minnesota Association of Soil and Water Conservation Districts, determined it is in the public interest to manage ground and surface water resources from the perspective of watersheds and aquifers and to achieve protection, preservation, enhancement, and restoration of the state's valuable water resources. This determination is consistent with the state's water management policy, furthered through legislation passed in 2012 that provided BWSR with: the authority to develop and implement a

comprehensive watershed management plan approach and to establish a suggested watershed boundary framework for implementing this planning approach. *One Watershed, One Plan* will transform the current system of water plans, largely organized on political boundaries, to one where plans are coordinated and consolidated largely on a watershed basis.

One Watershed, One Plan must involve a broad range of stakeholders to ensure an integrated approach to watershed management.

The underlying principle of watershed management is that people, land, and water are connected. People use land in a variety of ways, and affect ecosystems and ultimately their own communities for better or worse. Managing and protecting the environment while providing a high quality of life for people is a complex process that is most successful when governing bodies, community members, and experts in various fields are true partners in the planning process. *One Watershed, One Plan* envisions an approach that will pull parties together in every aspect of the water arena in a way that goes beyond the interests of any one government agency or stakeholder and in a way that has never been done before.

Plans developed within One Watershed, One Plan should embrace the concept of multiple benefits in the development and prioritization of implementation strategies and actions.

Prioritized, multi-benefit projects provide benefits to more than one group or interest and address more than one environmental resource within a watershed. These types of projects are necessary to build the support of citizens and agencies, achieve water quality and quantity goals, and produce the environmental goods and benefits that a healthy watershed provides. Examples of multiple benefits might include a combination of any of the following: flood control, water quality benefits, ecological benefits, administrative efficiencies, economic benefits, or others. Identification of and action on multi-benefit projects should be a priority in *One Watershed, One Plan* strategies and actions.

One Watershed, One Plan implementation will be accomplished through formal agreements among participating local governments on how to manage and operate the watershed.

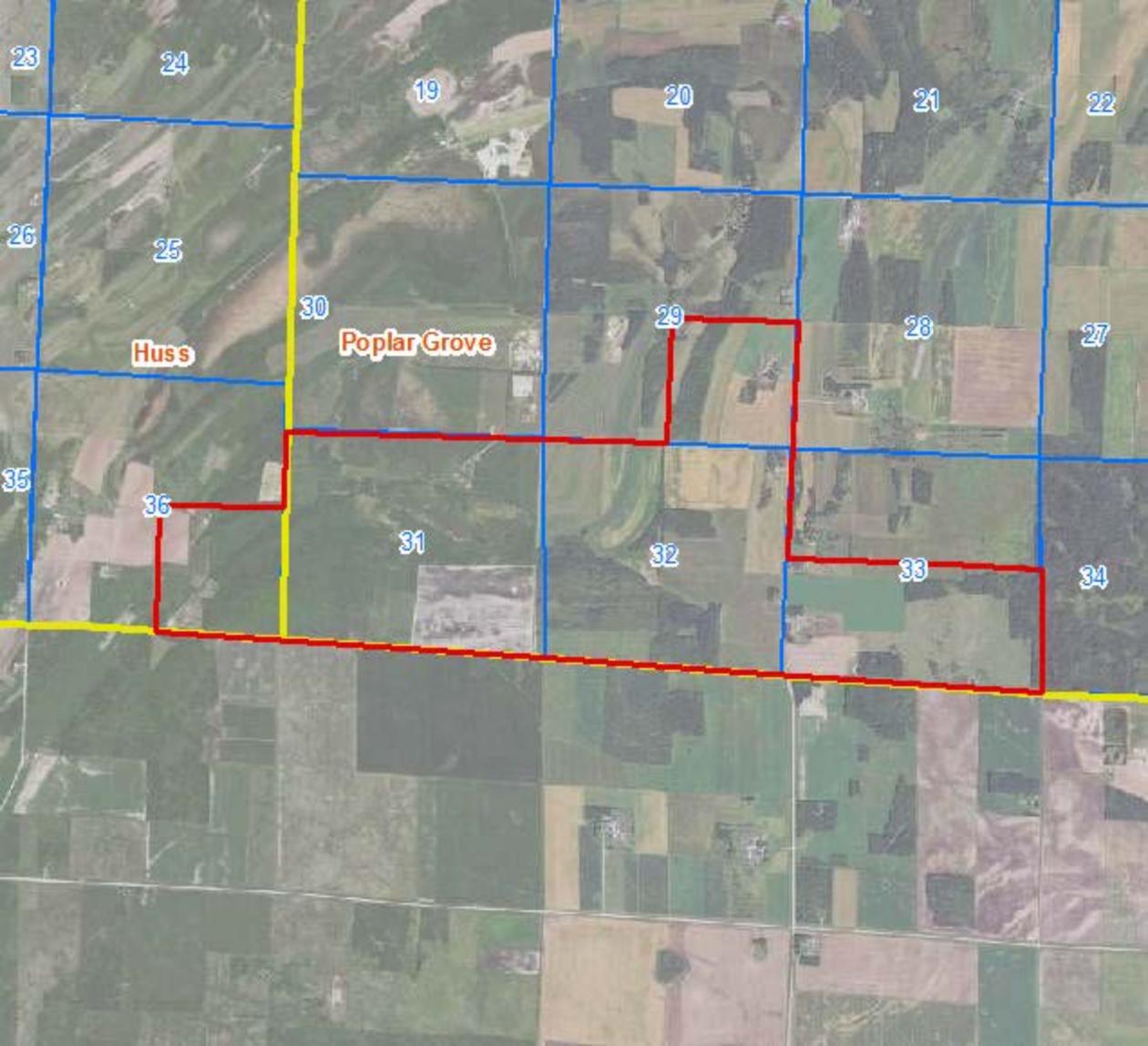
Decision-making that spans political boundaries is essential to fully implement watershed management and achieve established goals for the watershed; therefore, formal agreements outlining the means and method for this decision-making are also essential.

One Watershed, One Plan planning and implementation efforts will recognize local commitment and contribution.

History shows us that when local water management programs and projects rely almost entirely on outside funding, they are unable to sustain themselves over time. Locally supported and funded technical, administration, support, and outreach activities that leverage funding from the State will be key to ensuring sustainable local government capabilities and long-term success on both the local level and watershed scale.

One Watershed, One Plan is not intended to be a one size fits all model.

One Watershed, One Plan must recognize that our local governments charged with water management are just as diverse as the water resources and landscapes that we have in the State. As such, the *One Watershed, One Plan* policies and procedures guided by this principle will be designed to provide options for local governments to choose from that can account for these differences while at the same time move forward in achieving the transition to comprehensive watershed management plans that blanket the State.



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Roseau County Request for Board Action

Agenda Item #: Consent 1 <small>(for office use only)</small>	
Requested Board Date:	3/25/14
Originating Department: Coordinator's Office	
Subject Title (as it will appear on the Agenda): March 11, 2014 Board Proceedings March 18, 2014 Special Board Meeting Proceedings	Presenter: Jeff Pelowski
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: Review and approve the March 11, 2014 Board Proceedings and the March 18, 2014 Special Board Meeting Proceedings.	
Background: 	
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None	
Agenda Classification for County Board Meeting:	
<input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other	

FOR OFFICE USE ONLY:

Board Action: Approved as Requested: _____ Denied: _____ Tabled: _____ Other: _____	Distribution/Filing Instructions:
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PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

March 11, 2014

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, March 11, 2014.

CALL TO ORDER – ROLL CALL – ESTABLISHMENT OF A QUORUM

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

APPROVAL OF AGENDA

The Veterans Service Officer resignation letter was added to the Consent Agenda. A motion to approve the amended Agenda was made by Commissioner Miller, seconded by Commissioner Falk and carried unanimously. Commissioner Miller requested the Public Hearing be entitled "Proposed Land Swap" instead of "Proposed Land Sale." A motion to approve this amendment was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

The Board acknowledged correspondence from the Greater Minnesota Regional Parks and Trails Commission in appreciation for Roseau County's continued membership. Commissioner Foldesi recognized the Greenbush Robotics Team and their second place finish at the Northern Lights Regional Robotics competition in Duluth.

APPROVAL OF BILLS

The Board requested the warrant for B & B Plumbing be removed for discussion during Engineer Ketrings' appointment. A motion to approve the remaining warrants for payment was made by Commissioner Falk, seconded by Commissioner Foldesi and carried unanimously.

Warrants Approved For Payment 2/26/2014	Amount
3 Payments less than 2,000.00	91.12
Final Total	91.12

Warrants Approved For Payment 2/27/2014	Amount
Vendor Name	
AFLAC	3,852.78
6 Payments less than 2,000.00	2,590.61
Final Total:	6,443.39

Warrants Approved For Payment 3/06/2014	Amount
Vendor Name	
DEARBORN NATIONAL LIFE INSURANCE CO	2,442.17
JOHNSON/LAURE A	3,526.88
MN ENERGY RESOURCES	5,459.58
NW MN SERV COOP-BLUE CROSS BLUE SHIED	83,796.00
PRUDENTIAL	2,287.61
RIVERFRONT STATION	2,126.65

18 Payments less than 2,000.00	8,171.21
Final Total:	107,810.10

Warrants Approved On 3/11/2014 For Payment 3/14/2014

Vendor Name	Amount
AVIANDS LLC	8,095.91
BERGSTROM ELECTRIC INC	4,971.05
CDW GOVERNMENT INC	6,986.79
FARMERS UNION OIL CO-LK BRNSN	5,427.95
H & J DISPLAYS INC	6,604.88
HEPPNER CONSULTING INC	6,159.04
HOLTHUSEN CONSTRUCTION IN	7,209.00
MAR-KIT LANDFILL	30,327.45
MILLER /RICHARD	3,947.00
MN DEPT OF CORRECTIONS STS	29,077.88
MSOP-MN SEX OFFENDER PROGRAM-D 462	2,957.40
NORTH AMERICAN SALT COMPANY	29,223.12
NORTHLAND TIRE	11,862.12
SJOBERG'S INC	2,668.25
ZIEGLER INC	5,106.64
62 Payments less than 2,000.00	20,578.06
Final Total	181,202.54

In addition, a forthwith payment to Cole Logging and Livestock, Inc., in the amount of \$325.00, for snow removal in Clearwater Township, was also approved.

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS

Rod Kjersten, Roseau County's Representative to the Northwest Regional Library (NWRL) Board met with the Board to provide an annual update of the Library System. Kjersten noted an increase in library usage, mostly due to ebooks and that the NWRL System will be focusing on increasing ebook circulation for youth and adults.

PUBLIC HEARING – POTENTIAL LAND SWAP WITH BCK CAMP, INC.

A motion to open the Public Hearing was made by Commissioner Foldesi, seconded by Commissioner Miller and carried unanimously.

Those in attendance for the Public Hearing were: Kevin Larson, Scott Code, Bruce Stowe, Tom Stowe, Darrin Stowe, Courtney Peters, Shannon Gust, Bill Kirkeby, Jim Butler and Arthur Erickson.

Kevin Larson addressed the Board on behalf of BCK Camp, Inc. Mr. Larson indicated that BCK Camp, Inc. discovered that the Camp's cabin was on County land in 2006. BCK Camp, Inc. is proposing swapping 9.5 acres of their land located in Section Thirty-three (33), Township One Hundred Sixty-one (161) N, Range Thirty-six (36) W, along the eastern edge of the 40 acre parcel of land for 9.5 acres of County land located in the same 40 acre parcel.

Chair Phillipe asked if there were any public comments. There were none. Chair Phillipe asked if there were any written or electronic comments received. There were none.

A motion to close the Public Hearing was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

The Board, by consensus, agreed to move forward with the exchange. Upon completion of the paperwork associated with the land swap, this matter will come before the Board for final approval. Costs associated with this transaction were discussed and it was agreed that BCK Camp, Inc. and Roseau County will split costs incurred to complete the land exchange.

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS

Roseau County Fair Board Secretary Buddy Erickson met with the Board to provide an update on the Fair Board's recent activities. Mr. Erickson thanked the County Board for their appropriation to the Roseau County Agricultural Society which continues to assist in making the Roseau County Fair one of the best in the State.

In addition, Mr. Erickson updated the Board on the activities of the Red River Valley Development Association (RRVDA) noting that Dale and Elaine Billberg have been chosen as the RRVDA Valley Farmer and Homemaker of the Year for 2014.

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Falk, seconded by Commissioner Miller and carried unanimously. The Board, by adoption of its Consent Agenda, approved the February 25, 2014 Board Proceedings with the following corrections: change the "Proposed Land Sale Public Hearing" to a "Proposed Land Swap Public Hearing," and add a statement to Public Comments that "Mr. Gust stated that Mr. Jenson had permission to remove gravel from the pits"; approved the hire of Dispatch/Correctional Officers Chris Geving (hire date: 2/10/14); Rachel Welin (hire date: 2/16/14); and Karol Savage (hire date: 2/18/14), at a pay rate of grade 5, step A; approved the hire of Matt Restad as Jail Administrator at a pay rate of grade 9, step D; approved a job status change from regular part-time to regular full-time for Deputy Josh Olson; approved the Deputy Auditor benefit payout of accrued vacation and sick balances in the amount of \$5,821.02; approved the Deputy Assessor payout of accrued vacation and sick balances in the amount of \$13,450.24; approved advertising for the County Assessor position; approved the 2014 Assessment Fee Schedule; approved establishing a County Technology Committee and appointed Commissioner Jack Swanson, Commissioner Todd Miller and IT Administrator Chris Stauffer to serve on this Committee; approved an Agreement with SEH, Inc., to prepare the documents necessary for re-permitting of the Transfer Station/Demo Landfill, for a fee not to exceed \$12,300.00; appointed Roger Falk as the "floater" representative to the NWCA Board through 2016; and, accepted the resignation of Veterans Service Officer Donald Dunn effective on, or about, April 11, 2014. In addition, the Board decided to hold a Special Board Meeting on March 18, 2014, at 8:00 am, to consider authorization to advertise to hire a Veterans Service Officer.

DEPARTMENT REPORTS

Attorney's Office

The County Attorney's Office and the Sheriff's Office requested time with the Board to discuss the possible adoption of a County Synthetic Drug Ordinance. Assistant County Attorney Mike Grover suggested the Board postpone further discussion on this matter due to possible legislative action. A motion to postpone further discussion on the adoption of a County Synthetic Drug Ordinance until the March 25, 2014 Board Meeting was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously.

Highway Department

County Engineer Ketring met with the Board to request approval to call for bids on three 2014 overlay projects to be opened on Monday, April 21, 2014, 2:00 p.m., in the County Board Room. Commissioner Falk asked why the Engineer's Estimate is not included in bid documentation. Engineer Ketring explained that it is the responsibility of the contractor to determine the project costs per bid documents.

A motion to approve a call for bids on SAP 068-602-038, Bituminous Overlay/Aggregate Shoulders on CSAH 2 between CSAH 7 and TH 11, was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously.

A motion to approve a call for bids on SAP 068-603-205, bituminous overlay/aggregate shoulders on CSAH 3 from TH 11 to CSAH 10, was made by Commissioner Foldesi, seconded by Commissioner Falk and carried unanimously.

A motion to approve a call for bids on SAP 068-673-005, bituminous mill and overlay/aggregate shoulders on CSAH 73 from CSAH 2 to TH 11 in the City of Badger, was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

The Board requested clarification on the B & B plumbing bills for the Roseau and Badger shops. Engineer Ketring explained that the furnace in the Badger Shop went out on a Friday and it was necessary to replace the furnace as soon as possible to avoid further damage. Temporary heat was used until the new furnace could be installed the following Monday. In the Roseau Shop, a pump went out in one of the heating zones and caused the pipes to freeze. Several vendors were called to find a plumber available to thaw the pipes and repair the pump.

A motion to pay B & B plumbing, by forthwith payment, in the amount of \$4,790.61, was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

Engineer Ketring addressed the Board with regard to how gas tax dollars are collected and distributed in Roseau County and how these dollars are used to maintain the County's roads. Engineer Ketring noted that it is very difficult to determine exactly what Roseau County taxpayers contribute to the overall gas tax dollars being spent in the County due to fact that the County does not collect this revenue. It was noted that the State and Federal gas tax revenues are distributed to local units of government according to the distribution formulas currently in-place. Engineer Ketring noted that the County road system is funded strictly by local levy dollars.

In addition, Engineer Ketring noted that crushing is mostly done by Highway personnel as a taxpayer benefit. Normally, the County can maintain and crush gravel at a lower cost than it can purchase from private contractors; however, some projects do warrant hiring private contractors for crushing due to time or resource requirements. Ketring noted that the preferred materials used for maintaining roads has evolved over time. It is critical to spend the money necessary to maintain the County roads with the expertise and resources now available.

Commissioner Foldesi requested a discussion on what the decision-making process should be when Commissioners request road maintenance in Unorganized Townships. This matter will be discussed at the Highway Committee meeting on March 18, 2014.

Auditor's Office

Auditor Monsrud met with the Board to request approval to advertise for a regular full-time Deputy Auditor/Payroll-Elections position. A motion to approve an advertisement to hire a regular full-time Deputy Auditor/Payroll-Elections position was made by Commissioner Swanson, seconded by Commissioner Falk and failed with 0 yes and 4 no votes. Commissioner Falk abstained from the vote. After a lengthy discussion, which included input from former County Deputy Auditor Peters, a motion to approve an advertisement to hire a regular part-time (60%) position was made by Commissioner Swanson. This motion died for lack of a second. Discussion continued. A motion to add this item to the Special Board Meeting scheduled for March 18, 2014, was made by Commissioner Swanson, seconded by Commissioner Miller and carried by a 4-0 vote with Commissioner Falk abstaining from the vote.

COUNTY BOARD ITEMS

Board Resolution of Support

The Board discussed adopting a Resolution of Support pertaining to County Department Heads and Staff. This matter will be added to the April 1, 2014 Committee of the Whole meeting Agenda for further discussion.

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Building Committee, 2/24/14; Association of Minnesota Counties Legislative Conference, 2/25-2/27/14; Committee of the Whole, 3/4/14; Roseau River Watershed Board, 3/4/14; Operations Committee, 3/5/14; Credit Card Committee, 3/10/14.

Commissioner Foldesi reported on the following committee(s): RRWD Citizens Advisory Committee, 2/27/14; Meeting with Greenbush City Council regarding County Shop, 3/3/14; Committee of the Whole, 3/4/14; Northwest Regional Development Commission, 3/4/14.

Commissioner Miller reported on the following committee(s): Association of Minnesota Counties Legislative Conference, 2/25-2/27/14; Committee of the Whole, 3/4/14; Community Justice Coordinating Committee, 3/5/14; Operations Committee, 3/5/14.

Commissioner Phillipe reported on the following committee(s): AMC Legislative Conference, 2/25-2/27/14; Committee of the Whole, 3/4/14; Operations Committee, 3/5/14.

Commissioner Swanson reported on the following committee(s): Building Committee, 2/24/14; AMC Legislative Conference, 2/25-2/27/14; Team EPIC meeting, 2/28/14; Roseau City Council, 3/3/14; Committee of the Whole, 3/4/14; Community Justice Coordinating Committee, 3/5/14; Operations Committee, 3/5/14; Law Library Committee, 3/6/14; Credit Card Committee, 3/10/14.

Upon motion carried, the Board adjourned the regular meeting at 12:00 p.m. A Special Board meeting is scheduled for March 18, 2014 at 8:00 a.m., while the next Regular Meeting of the Board is scheduled for March 25, 2014 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

Glenda Phillipe, Chair
Board of County Commissioners
Roseau County, Minnesota

**PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING**

March 18, 2014

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, March 18, 2014.

CALL TO ORDER – ROLL CALL – ESTABLISHMENT OF A QUORUM

The meeting was called to order at 8:00 a.m. by Board Chair Glenda Phillipe. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, Mark Foldesi, Todd Miller, Glenda Phillipe and Jack Swanson.

VETERAN'S SERVICE OFFICER HIRE

A draft Advertisement for Hire of a Veteran's Service Officer was presented to the Board for consideration. The Ad specified a Grade 7, regular part-time (32 hours per week) position, with prorated benefits. A motion to approve the Advertisement for Hire as presented was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

DEPUTY AUDITOR/PAYROLL-ELECTIONS HIRE

A draft Advertisement for Hire of a Deputy Auditor was presented to the Board for consideration. The Ad specified a Grade 5, regular full-time position.

A motion to hire a full-time Deputy Auditor was made by Commissioner Swanson and seconded by Commissioner Falk. After a lengthy discussion, including input from Commissioners and Department Heads present, Commissioners Falk and Swanson withdrew their motion to hire a full-time position.

It was noted that a regular part-time employee is eligible to work between 20 and 39 hours per week. Auditor Monsrud added that a part-time hire would be acceptable knowing that she would have the flexibility to increase or decrease hours as necessary.

A motion to approve an Authorization to hire a regular part-time Deputy Auditor was made by Commissioner Swanson and seconded by Commissioner Falk and carried unanimously.

Upon motion carried, the Board adjourned the special meeting at 9:00 a.m. The next regular meeting of the Board is scheduled for March 25, 2014 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

Glenda Phillipe, Chair
Board of County Commissioners
Roseau County, Minnesota

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

February 25, 2014

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, February 25, 2014.

CALL TO ORDER – ROLL CALL – ESTABLISHMENT OF A QUORUM

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

APPROVAL OF AGENDA

A discussion on legislative priorities was added to County Board Items; the Social Services hire was removed from the Consent Agenda and added to County Board items; and, an Environmental Department discussion was added to County Board items. A motion to approve the amended Agenda was made by Commissioner Miller, seconded by Commissioner Falk and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Commissioner Foldesi noticed chipping on the railing in the front of the Courthouse due to snow shoveling. STS will be contacted to make this repair.

APPROVAL OF BILLS

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

Warrants Approved For Payment 2/13/2014

Vendor Name	Amount
TOWN OF BARNETT	18,781.38
TOWN OF BARTO	17,596.21
TOWN OF BEAVER	6,226.36
TOWN OF CEDARBEND	11,621.74
TOWN OF DEER	17,856.16
TOWN OF DEWEY	10,313.16
TOWN OF DIETER	15,757.17
TOWN OF ENSTROM	21,132.73
TOWN OF FALUN	14,458.29
TOWN OF GOLDEN VALLEY	11,829.28
TOWN OF GRIMSTAD	12,613.34
TOWN OF HEREIM	15,431.70
TOWN OF HUSS	11,732.92
TOWN OF JADIS	34,816.63
TOWN OF LAKE	67,125.01
TOWN OF LAONA	25,684.82
TOWN OF LIND	12,534.73
TOWN OF MALUNG	21,364.71
TOWN OF MICKINOCK	18,876.46
TOWN OF MOOSE	13,284.97
TOWN OF MORANVILLE	35,500.90
TOWN OF NERESON	13,203.40
TOWN OF PALMVILLE	6,154.93
TOWN OF POHLITZ	5,334.11
TOWN OF POLONIA	13,997.18

TOWN OF POPLAR GROVE	9,006.27
TOWN OF REINE	6,366.26
TOWN OF ROSS	22,300.51
TOWN OF SKAGEN	18,158.77
TOWN OF SOLER	12,347.06
TOWN OF SPRUCE	25,390.28
TOWN OF STAFFORD	16,364.11
TOWN OF STOKES	18,201.45
Final Total:	581,363.00

Warrants Approved For Payment 2/13/2014

Vendor Name	Amount
CENTURYLINK	2,606.80
MN DEPT OF FINANCE –TREAS	2,395.50
ROSEAU CO SOIL & WATER CONS	44,514.00
5 Payments less than 2,000.00	4,128.16
Final Total:	53,644.46

Warrants Approved For Payment 2/20/2014

Vendor Name	Amount
ROSEAU CO TRAILBLAZERS	28,490.20
10 Payments less than 2,000.00	3,665.78
Final Total:	32,155.98

Warrants Approved On 2/25/2014 For Payment 2/28/2014

Vendor Name	Amount
CDW GOVERNMENT INC	3,472.64
FARMERS UNION OIL CO-WARROAD	7,608.78
JOHNSON OIL CO INC	7,256.10
MN DEPT OF CORRECTIONS	28,262.92
MN RURAL COUNTIES CAUCUS	2,135.00
NORTHERN CONSTRUCTION CO INC	2,593.60
NORTHERN RESOURCES COOPERATIVE	25,234.22
RATWIK, ROSZAK & MALONEY, PA	3,949.90
SIMPLEX GRINNELL LP	2,820.00
WEST CENTRAL INDEXING LLC	2,000.00
38 Payments less than 2,000.00	12,582.01
Final Total:	97,915.17

In addition, a forthwith payment to Charles Health in the amount of \$240.00, for beaver removal on Ditch 63, was also approved.

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS

Mr. Doran Horner addressed the Board regarding concerns he has with Mr. Jim Jenson’s Letters to the Editor pertaining to removal of gravel from County pits. Mr. Horner requested facts instead of rumors with regard to this investigation. In addition, Mr. Horner submitted a letter to the Board with regard to Highway Engineer Ketring and requested the Board follow policy when any County employee is under public scrutiny.

Sheriff Gust responded to Mr. Horner stating that Kittson County was investigating the gravel removal because the complaint involved a Commissioner. Sheriff Gust also stated that Jim Jenson had permission to remove gravel from County pits.

Mr. Jim Jenson addressed the Board with regard to the quality of gravel on County roads and his frustration with obtaining public information pertaining to the cost of crushing this gravel. Jenson noted he has filed a complaint of ~~malfeasance~~ nonfeasance against the Board with Sheriff Gust.

Mr. Merlin Nelson addressed the Board to discuss an insurance claim the County submitted to MCIT on his behalf for vehicle damage due to a rock strike.

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously. The Board, by adoption of its Consent Agenda, approved the February 11, 2014 Board Proceedings; approved the Northwest Minnesota Regional Emergency Communications Board Joint Powers Agreement Amendment Resolution; approved a personal leave request; approved the Northland Community and Technical College Safety Training Contract for 2014 for the County Highway Department staff; and, passed resolution #2014-02-02 granting a liquor license to Warroad Estates, LLC, pending approval of the Lake Township Board.

COUNTY BOARD ITEMS

Legislative Priorities

The Board discussed submitting the following list of priorities for discussion at the Minnesota Rural Counties Caucus meeting on February 25, 2014: 1) Bonding for the Local Road Improvement Program; 2) Exempt Assessors from Continuing Education Requirements; 3) Workforce Housing Assistance; 4) Clean Water Act Provisions; 5) Continue MA Payments for Inmates; and, 6) Northern Counties Land Use Board Priorities.

Social Worker Hire

Commissioner Foldesi inquired as to the necessity of hiring another Social worker. Director Dave Anderson explained that the State of Minnesota is requiring Special Needs Basic Care clients to enroll in the Medica Health Plan. Medica is contracting with the County to provide Care Coordination Services. The County will be paid for providing these services making this a cost neutral position. Services to Basic Care clients will include assistance in setting up medical appointments, transportation needs, etc. Mr. Anderson also indicated that this position will assist with Children's Mental Health and MnChoices as time permits.

A motion to approve advertising for the Social Worker position was made by Commissioner Swanson, seconded by Commissioner Falk and carried by a 3-1 vote with Commissioner Foldesi opposed.

Environmental Office

Commissioner Foldesi requested clarification on how contracts are awarded for appliance crushing at the Transfer Station. Jeff Pelowski explained that quotes are obtained and the job is given to the contractor with the best overall quote.

Commissioner Foldesi questioned the need for the Environmental Reserve Fund balance. Mr. Pelowski explained that the balance in this fund is needed to prepare for the installation of monitoring wells, future facility closure costs and unexpected equipment purchases. Pelowski noted that the Solid Waste budget has remained neutral for almost 20 years.

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Minnesota Power Open House, 2/11/14; Roseau County Credit Card Committee, 2/11/14; Building Committee, 2/14/14; Social Services Board, 2/18/14; Highway Committee, 2/18/14; Roseau County Township Officers Association meeting, 2/18/14.

Commissioner Foldesi reported on the following committee(s): Social Services Board, 2/18/14; Roseau County Township Officers Association meeting, 2/18/14; Highway Committee, 2/18/14; Northwest Community Action, 2/20/14; meeting with Greenbush Mayor and Greenbush City Council member regarding the Highway Shop in Greenbush, 2/24/14.

Commissioner Miller reported on the following committee(s): Beltrami Island Land Utilization Project Citizen Input Panel, 2/6/14; Con Con Drainage Workshop Group meeting, 2/7/14; meeting with Senator Skoe regarding back assessments on Con Con systems, 2/11/14; State Representative Dan Fabian Town Hall Meeting, 2/13/14; Social Services Board, 2/18/14; Highway Committee, 2/18/14; Roseau County Township Officers Association meeting, 2/18/14; Joint Powers Natural Resource Board, 2/24/14.

Commissioner Swanson reported on the following committee(s): Roseau County Credit Card Committee, 2/11/14; Northwest Regional Radio Board, 2/12/14; State Representative Dan Fabian Town Hall meeting, 2/13/14; AMC Executive Committee, 2/14/14; Roseau County Committee on Aging, 2/17/14; Social Services Board, 2/18/14; Highway Committee, 2/18/14; Public Health Committee, 2/18/14; Roseau School Board, 2/18/14; NW Minnesota Household Hazardous Waste JPB, 2/19/14; AMC/MACO Teleconference, 2/19/14; Jadis Town Board, 2/19/14; Roseau County Affordable Housing Fund Committee, 2/20/14; AMC Board of Directors, 2/21/14.

Upon motion carried, the Board adjourned the regular meeting at 10:35 a.m. The next regular meeting of the Board is scheduled for March 11, 2014 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

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

Convenience Fee Pricing (TAX and Non-TAX)



REAL ESTATE TAX

Basic Web/Counter/Integration with Tax Software

No set up fee or Monthly fee

2.50% - (\$2.00 Minimum)

\$3.95 Visa/MC Debit



Card Readers

2 card readers for free per department.
Each additional card reader is \$50.00 each.

IVR (Interactive Voice Response)

- 2.50%- (\$2.00 Minimum)

- Set up fee \$500

Recurring/e-Billing/Data hosting

One time set up fee

Low annual hosting fee or monthly fee

NON-TAX - flat convenience fee

Basic Web/Counter/Integration with Software

No Set up Fee or Monthly fee

-options: \$3.00 per \$100 or \$1.50 per \$50.00 (see below)

\$1-\$50	\$2.00	\$1-\$50	\$2.00
\$51-\$100	\$3.00	\$51-\$100	\$3.00
\$101-\$200	\$6.00	\$101-\$150	\$4.50
\$201-\$300	\$9.00	\$151-\$200	\$6.00
\$301-\$400	\$12.00	\$201-\$250	\$7.50
Etc.		Etc.	

-no cap on the amount paid

or NON-TAX - Percentage convenience fee

2.75%- Basic Web/Counter (\$2.00 Minimum)

E-Checks (same for TAX and NON-TAX)

\$1.50 up to \$10,000

\$10.00 over \$10,000

Absorbed pricing available



POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

[Roseau County, MN]("Client")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit
IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment
PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions
PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions
PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY
To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY
Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term
The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates
8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("**Notice**").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service
PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Minnesota without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

- If to Client: See Merchant Application
- If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

By: _____

Name: _____

Title: _____

Date: _____

Roseau County, MN

By: _____

Name: Diane M. Gregerson

Title: Roseau County Treasurer

Date: March 25, 2014

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** THE WEB MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** THE IVR MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- First Level Support. PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- Second Level Support. PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Roseau County Board

March 2014

Glenda A. Phillipe

District One

February 25 – MRCC – St. Paul

February 26 – AMC – St. Paul

February 27 – AMC – St. Paul

March 4 – COW – Roseau

March 5 – Operations – Roseau

March 11 – County Board – Roseau

March 18 – Special Meeting – Roseau

March 18 – Social Services – Roseau

March 18 – Highway Meeting – Roseau

March 18 – Lake Township Special Meeting - Warroad

Road improvements in Parker Addition – the petition was denied and the project will not go forward. Special assessments not supported by residents.

March 19 – Lake Township – Warroad

Kent Peterson elected supervisor; will replace Greg Boynton in April; Michelle Hunter will continue as township clerk. Assessor is moving. Golf course asked for approval of liquor license. Parker Road Petition/164 formally denied.

March 25 – County Board – Roseau

JACK SWANSON COMMITTEE REPORTS

MARCH 10, 2014 - CREDIT CARD COMMITTEE; agreed that Treasurer Diane Gregerson move forward with outside vendor contract (pending board approval).

MARCH 12, 2014 - ROSEAU COMMUNITY EDUCATION COMMITTEE; heard details on April 1 Parenting Workshop

MARCH 12, 2014 - ROSEAU CONVENTION & VISITORS BUREAU

MARCH 13, 2014 - STATEWIDE EMERGENCY COMMUNICATIONS BOARD FINANCE COMMITTEE; heard of local reluctance to fund upgrade 7.15 (replacing Gold Elite consoles) for ARMER system; heard details of Funding Study

MARCH 13, 2014 - HOUSING SUMMIT; met at Roseau's Summerfield Place with HRA, HRDC, Sunburst Acres officials on housing shortage issues in Roseau County

MARCH 14, 2014 - ASSOCIATION OF MINNESOTA COUNTIES EXECUTIVE COMMITTEE; teleconference to finalize March 21 Board of Directors Agenda

MARCH 17, 2014 - TECHNOLOGY COMMITTEE; met w/ Dick Sjoberg, Al Lundeen (Wikstrom Telephone Company) to talk about communications fiber buildout across Roseau County; Sjoberg, Lundeen will pursue federal, state funding

MARCH 17, 2014 - ROSEAU COUNTY EXTENSION COMMITTEE; re-elected Kari Millner chair, elected Rhett Hulst vice-chair

MARCH 18, 2014 - ROSEAU COUNTY BOARD SPECIAL MEETING; approved hiring regular PT CVSO, and Deputy Auditor

MARCH 18, 2014 - SOCIAL SERVICES BOARD

MARCH 18, 2014 - HIGHWAY COMMITTEE

MARCH 19, 2014 - NORTHWEST MULTI-COUNTY HOUSING & REDEVELOPMENT AUTHORITY (TRF); talked about RCAHF loan parameters

MARCH 20, 2014 - LEGISLATIVE COMMITTEE; met w/ 7th District Congressman Collin Peterson

MARCH 21, 2014 - ASSOCIATION OF MINNESOTA COUNTIES EXECUTIVE COMMITTEE (ST PAUL); six month review of AMC Executive Director Julie Ring

MARCH 21, 2014 - ASSOCIATION OF MINNESOTA COUNTIES BOARD OF DIRECTORS (ST PAUL); discussed proposed PILT changes

MARCH 24, 2014 - "BIG FOUR" (ST PAUL); executive committees of A.M.C., LEAGUE OF MINNESOTA CITIES, MINNESOTA SCHOOL BOARDS ASSOCIATION, MINNESOTA ASSOCIATION OF TO