
REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on March 22, 2016, at 9:00 a.m., in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

9:00 Call to Order

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

9:05 Delegations/Board Appointments/Public Comments*

1. Maria Pahlen – Roseau County Drug Court, Bureau of Justice Grant Application
2. Greg Nelson, DNR NW Regional Director – LUP/Con Con/Rec Lands Discussion

10:15 Consent Agenda

1. March 8, 2016 Board Proceedings
2. County Land Lease
3. Payroll Change Request
4. Trailblazers 3rd Benchmark
5. Roseau/Lake of the Woods Sportsman's Club Grant Agreement

10:20 Department Reports

1. Auditor
 - a. Mail Balloting for Unorganized Township Precincts
 - b. County Land Discussion
2. Highway
 - a. Final Payment – Ditch Brushing Project No. 1507
 - b. Final Payment – Ditch Brushing Project No. 1508
 - c. Final Payment – Ditch Brushing Project No. 1510
 - d. Bituminous Overlay/Aggregate Shoulders Contract (SAP 068-602-043, SAP 068-602-044, SAP 068-604-029, SAP 068-607-018)
 - e. Bituminous Overlay/Aggregate Shoulders Contract (SP 068-604-028)
 - f. 2016 Seal Coat Projects Contract (SAP 068-030-003)

10:30 County Board Items

1. National County Government Month Resolution
2. Commissioner Committee Reports

11:00 Unfinished Business

11:00 Adjourn

***Limited to five minutes**

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

March 8, 2016

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, March 8, 2016 at 9:00 a.m.

CALL TO ORDER

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, Glenda Phillipe and Jack Swanson. Commissioner Todd Miller was absent.

APPROVAL OF AGENDA

DNR Northwest Regional Director Greg Nelson's appointment was re-scheduled to the March 22, 2016 Board Meeting Agenda. A step increase request and an off-sale liquor license request were added to the Consent Agenda. A motion to approve the Agenda was made by Commissioner Swanson, seconded by Commissioner Phillipe and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Commissioner Phillipe announced that the Land of the Dancing Sky Area Agency on Aging will be offering classes to educate the elderly on how to stay in their homes if long term care becomes necessary. In addition, a class on estate planning will also be offered. Commissioner Swanson reviewed statewide County property tax levy information and Coordinator Pelowski informed the Board that he and Engineer Ketring have scheduled a meeting with Homeland Security and Emergency Management, in St. Paul, to discuss Roseau County's FEMA appeal.

Auditor Monsrud introduced Shanda Christofferson as the new Deputy Auditor/Payroll-Elections employee in her office.

APPROVE BILLS

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

Warrants Approved For Payment 2/25/2016

<u>Vendor Name</u>	<u>Amount</u>
LIFECARE MEDICAL CENTER	4,945.42
MN ENERGY RESOURCES	3,922.53
ROSEAU CO TRAILBLAZERS	28,515.25
SATHER LAW OFFICE	4,530.25
TOWN OF BARNETT	20,306.29
TOWN OF BARTO	19,257.08
TOWN OF BEAVER	6,810.12
TOWN OF CEDARBEND	12,602.68
TOWN OF DEER	19,588.66
TOWN OF DEWEY	11,752.88
TOWN OF DIETER	18,711.50
TOWN OF ENSTROM	23,792.17
TOWN OF FALUN	15,931.35
TOWN OF GOLDEN VALLEY	13,750.94
TOWN OF GRIMSTAD	13,807.31
TOWN OF HEREIM	16,800.28
TOWN OF HUSS	13,313.97

TOWN OF JADIS	38,557.89
TOWN OF LAKE	74,378.65
TOWN OF LAONA	28,285.75
TOWN OF LIND	13,727.39
TOWN OF MALUNG	23,231.43
TOWN OF MICKINOCK	20,531.48
TOWN OF MOOSE	14,741.87
TOWN OF MORANVILLE	38,969.70
TOWN OF NERESON	14,376.87
TOWN OF PALMVILLE	6,743.30
TOWN OF POHLITZ	5,899.10
TOWN OF POLONIA	15,322.18
TOWN OF POPLAR GROVE	10,148.37
TOWN OF REINE	7,015.14
TOWN OF ROSS	24,418.26
TOWN OF SKAGEN	20,659.38
TOWN OF SOLER	13,751.52
TOWN OF SPRUCE	27,722.95
TOWN OF STAFFORD	17,973.42
TOWN OF STOKES	19,827.53
VALLEY MED FLIGHT INC	62,516.00
5 Payments less than 2,000.00	1,775.61
Final Total:	748,912.47

Warrants Approved For Payment 2/26/2016

<u>Vendor Name</u>	<u>Amount</u>
AFLAC	4,023.96
Final Total:	4,023.96

Warrants Approved For Payment 3/03/2016

<u>Vendor Name</u>	<u>Amount</u>
DEARBORN NATIONAL LIFE INSURANCE	2,504.07
JOHNSON/LAURE A	3,526.88
MN ENERGY RESOURCES	2,848.11
NW MN SERV COOP-BLUE CROSS BLUE	94,694.01
RB BUILDERS CONSTRUCTION	6,057.00
SUN LIFE ASSURANCE COMPANY OF CANADA	2,078.88
13 Payments less than 2,000.00	8,398.27
Final Total:	120,107.22

Warrants Approved For Payment 3/04/2016

<u>Vendor Name</u>	<u>Amount</u>
NW CONCRETE PRODUCTS INC	55,359.35
Final Total:	55,359.35

Warrants Approved On 3/08/2016 For Payment 3/11/2016

<u>Vendor Name</u>	<u>Amount</u>
AVIANDS LLC	8,130.10
BALLARD MOTOR CO	2,204.56
CDW GOVERNMENT INC	4,295.52
COMPASS MINERALS AMERICA	27,959.22

FARMERS UNION OIL CO-WARROAD	2,363.80
HOFFMAN PHILIPP & KNUTSON	3,195.00
KUETTEL A.W.& SONS INC	3,300.00
LAW ENFORCEMENT TECHNOLOGY	106,843.00
MN DEPT OF CORRECTIONS	32,348.47
NORTHERN RESOURCES COOPERATIVE	2,744.97
QUALIFIED PRESORT SERVICE LLC	3,000.00
ROSEAU CO COOP ASSN	2,499.49
ROSEAU CO HWY DEPT	4,628.84
SJOBORG'S INC	2,668.25
WARROAD CITY	4,073.00
ZIEGLER INC	2,162.10
61 Payments less than 2,000.00	20,355.01
Final Total:	232,771.33

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Phillipe, seconded by Commissioner Swanson and carried unanimously. The Board, by adoption of its Consent Agenda, approved the February 23, 2016 Board Proceedings, with changes to the Highway Department Call for Bids SAP-068-607-018 (from CSAH 2 to CSAH 7); approved an amendment to the Rt Vision contract for the addition of software enhancements, in the amount of \$4,482.00 to be paid forthwith; approved a payroll change request for IT Administrator Chris Stauffer; and, approved an Off Sale Liquor License for Pine Ridge Liquors.

DEPARTMENT REPORTS

Highway

Engineer Ketring met with the Board to request approval of a contract for the CSAH 72 Bridge Repair Project. A motion to approve a contract with PCiRoads, LLC, in the amount of \$300,738.73, for the CSAH 72 Bridge Repair Project (SAP 068-672-008), was made by Commissioner Swanson, seconded by Commissioner Phillipe and carried unanimously.

COUNTY BOARD ITEMS

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Red River Basin Commission, 2/24/16; Operations/Committee of the Whole Meetings, 3/1/16; Roseau River Watershed Citizens Advisory Committee, 3/3/16; Transportation Technical Advisory Committee, 3/7/16.

Commissioner Foldesi reported on the following committee(s): Operations/Committee of the Whole meetings, 3/1/16; Roseau River Watershed District, 3/3/16; Phone meeting with Randy Prachar, DNR, 3/7/16.

Commissioner Phillipe reported on the following committee(s): Warroad Community Education meeting, 2/24/16; Operations/Committee of the Whole meetings, 3/1/16.

Commissioner Swanson reported on the following committee(s): National Association of Counties Legislative Conference, Washington D.C., 2/20-2/24/16; Big Four, 2/26/16; Operations/Committee of the Whole meetings, 3/1/16; Community Justice Coordinating Committee, 3/2/16; Association of Minnesota Counties Executive Committee, 3/3/16; Association of Minnesota Counties Transportation Working Group, 3/4/16; Roseau City Council, 3/7/16.

Upon motion carried, the Board adjourned the regular Meeting at 10:50 a.m. The next Regular Meeting of the Board is scheduled for March 22, 2016 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

AGRICULTURAL LEASE
AGREEMENT

This Agreement is made this 1st day of April, 2016, by and between **Roseau County**, (LESSOR) and **Rodney Sikorski**, (LESSEE). The parties agree as follows:

1. **DEMISE & DESCRIPTION**: LESSOR demises and lets to LESSEE, to occupy and to use for agricultural purposes and for no other purposes, the following described real estate located in the County of Roseau, State of Minnesota, consisting of 240.53 acres of pasture land, and legally described as follow:

Government Lot One (1), Two (2), East Half of the Southwest Quarter (E½ SW¼), Southeast Quarter of the Northeast Quarter (SE¼ NE¼), and the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) in Section Six (6), Township One Hundred Sixty-two (162) North, Range Forty-four (44) West.

2. **TERM**: The term of this lease agreement shall be for a period of seven (7) months from April 1, 2016, to October 31, 2016.

3. **BINDING EFFECT**: The provisions of the lease agreement shall be binding on the heirs, executors, administrators and assigns of both LESSOR and LESSEE in like manner as upon the original parties.

4. **RENT**: LESSEE agrees to pay LESSOR, as annual cash rent for the use of the above-described pasture land, the sum of \$432.00 at the time of signing.

5. **DEFAULT**: LESSEE agrees that in the event he should be in default of the performance of any of the terms of this lease agreement, or have otherwise breached this lease agreement, LESSOR may in addition to any remedy now or hereafter available at law or in equity have the rights and remedies set forth in this lease agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.

6. **LESSEE'S DUTIES**: LESSEE agrees to faithfully keep said land and the improvements thereon in as good condition of repairs as the same now are, reasonable by the elements alone excepted or Lessee shall pay Lessor for any damage to said land resulting from the use.

7. **ASSIGNMENT AND SUBLETTING**: LESSEE will neither assign this lease nor sublet any part of said land without the consent of said LESSOR.

8. **PLOWBACK**: LESSEE is not responsible to plow, chisel plow or deep disking the tillable acres at the termination of this lease.

9. **GOVERNING LAW**: It is agreed that this lease agreement shall be governed by the laws of the State of Minnesota.

10. **ATTORNEY FEES**: In the event that any action is filed in relation to this lease agreement, the

unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney fees.

11. **EFFECT OF PARTIAL INVALIDITY:** The invalidity of any provision of this lease agreement will not and shall not be deemed to affect the validity of any other provision.

12. **ENTIRE AGREEMENT:** This agreement shall constitute the entire agreement between the parties.

13. **MODIFICATION:** Any modification of this lease agreement shall be binding only if evidenced in writing.

14. **LIABILITY:** This lease shall not be construed as imposing any liability on the Lessor for injury to person or property or any other person or property, arising from Lessee's use of the leased lands under this lease or any other license, lease, easement or other encumbrances. Lessee agrees to indemnify and hold harmless the Lessor from all claims arising out of the use of the lease lands, whether such claims are asserted by civil action or otherwise.

15. **TERMINATION CLAUSE:** This lease agreement may be terminated, without cause, upon 30 days written notice to all other parties. Upon termination, cash rent shall be pro-rated.

16. **OTHER TERMS:** None.

IN WITNESS HEREOF, each party to this lease agreement has caused it to be executed on the date first written.

LESSEE

LESSOR

COUNTY OF _____

BY: _____
Name/Title

BY: _____
Chairperson

Date of signature: _____

Date of Signature: _____

BY: _____
Auditor

APPROVED AS TO FORM & EXECUTION

BY: _____
County Attorney

Date of Signature: _____



Date: 03/14/16

Mr. Jack Swanson
Roseau County Board Chair
606 5th Ave SW #B1
Roseau, MN 56751

RE: FY16 OHV GIA contract agreement

Dear Mr. Swanson,

Thank you for participating in the Minnesota Trails assistance program, commonly called grants-in-aid or GIA, for local trails. Statewide grant awards are complete for FY 16. For Roseau County the following trails are awarded

Roseau/LOW \$14,000.00

Your signature is required on the Grant Contract Agreement on the last page.

Please sign on the last page and return in the enclosed addressed envelope. By returning this in a timely manner your grant contract agreement will be in place faster and request for reimbursement can start once all signatures are in place.

NOTE: This grant contract agreement is not valid and no payments will be made to the Sponsor until this grant contract is fully executed, however, eligible expenses may be incurred the date the appropriation becomes available. See the "Term of Grant Contract Agreement" for effective and expiration dates.

Thank you for your cooperation in this program. If you have any questions regarding the new process, please feel free to contact me.

Sincerely,

Diane Peterson
Office & Admin Specialist
Area 1C Trails Office
PO Box 9, Lake Bronson, MN 56734



STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

Local Government Unit (Sponsor) Roseau County	P.O. # : FY 2016
Grant Amount STATE COST \$ 14,000.00	
Trail Name (s): Roseau/LOW Sportsman's	

This grant contract agreement is between the State of Minnesota, acting through the Commissioner of Natural Resources, hereinafter referred to as the "State", and the sponsoring Local Government Unit specified above, hereinafter referred to as the "Sponsor", and relates to the establishment of proposed trails specified above.

Recitals

1. The Sponsor desires to establish, construct and maintain public trails; and
2. The Minnesota Trails Assistance Program provides grants to Sponsors to establish, construct and maintain public recreational trails pursuant to Minnesota Statutes, Chapter 84.794, 84.803 and 84.927; and under Minn. Stat. Ch. 84.026, subd.2 the State is empowered to enter into this Grant Contract Agreement.
3. The Sponsor represents that it is duly qualified and agrees to perform all services as applied to the State for a Grant for said trails and has submitted the Minnesota Trails Assistance Program's APPLICATION including cost worksheet(s), map(s), and a RESOLUTION (see ATTACHEMENT A: RESOLUTION) of the Sponsor authorizing the proposed trails as outlined in the Minnesota Trails Assistance Program's APPLICATION including cost worksheet(s) and map(s) which are incorporated by reference into this Grant Contract Agreement and are on file with the States Authorized Representative. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Sponsor agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

Grant Contract Agreement

1. Term of Grant Contract Agreement

1.1 **Effective date:** **July 1, 2015**, or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. Per, [Minn.Stat. §16B.98](#) Subd. 5 and Subd. 7, this agreement is not valid and no payments will be made to the Sponsor until this grant contract is fully executed, however, eligible expenses may be incurred the date the appropriation becomes available.

1.2 **Expiration date:** **June 30, 2017**, 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. Sponsor's Duties

The Sponsor agrees to construct, operate and maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Off-Highway Vehicle Trails Assistance Program Manual, hereinafter referred to as the "MANUAL" as accepted or amended by the State which is incorporated into this contract by reference and filed with the Minnesota Department of Natural Resources Division of Parks and Trails 500 Lafayette Road St. Paul MN 55155 and online at http://www.dnr.state.mn.us/grants/recreation/gia_ohv.html . All work will be the responsibility of the Sponsor, Sponsor's employees, or the Sponsor's agent. The Sponsor, who is not a state employee, will:

2.1. Comply with required grants management policies and procedures set forth through § 16B.97 subd. 4 (a) (1).

2.2. Complete activities in the approved Minnesota Trails Assistance Program's APPLICATION as outlined in said documents which are incorporated by reference and made part of this Grant Contract Agreement and the MANUAL. Where provisions of the Sponsor's APPLICATION are inconsistent with other provisions of the Grant Contract Agreement and MANUAL, the provisions of this Grant Contract Agreement and MANUAL shall take precedence over the provisions of the APPLICATION.

2.3. Acquire interest in lands on trail for public use. Proceed to acquire necessary interests in lands on the Trail in accordance with the approved APPLICATION. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than three (3) months between April 1 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing and improvements in accordance with Minnesota Statutes Ch. 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.

(a) A person having personal knowledge of ownership shall sign an affidavit that the person whose name appears on the document of conveyance, lease, or permit is the owner or possessor.

(b) Any instrument of conveyance or permit with a consideration exceeding \$500.00 shall be accompanied by an Attorney's Certificate of Title.

2.4. Provide trail for public use. The Sponsor agrees to provide the trail for public use in accordance with the approved APPLICATION to the extent practicable and within the period specified in the grant contract agreement and to construct the trails and provide adequate maintenance which shall include keeping the trails reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance as may be required. The Sponsor and not the State is responsible for maintaining signs and all trails. If the Sponsor fails to expedite establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold future payments to the Sponsor and/or terminate this Contract.

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. **Reimbursement:** The State agrees to reimburse the Sponsor
(a) up to sixty-five percent (65%) of the cost of trail acquisition, development, and administration

(b) except trail maintenance and liability insurance this shall be reimbursed at up to ninety percent (90%) for all eligible costs per fund.

All costs shall be in accordance with the allowable charges and costs listed in the MANUAL and the Grant-in-aid Allowable Costs Sheet filed with the Minnesota Department of Natural Resources Division of Parks and Trails 500 Lafayette Road St. Paul MN 55155 and online at http://www.dnr.state.mn.us/grants/recreation/qia_ohv.html This Grant Contract shall not exceed the State Cost as specified on page one of this agreement.

4.2. **Payment:** The State will promptly pay the Sponsor after the Sponsor presents a request for reimbursement and attach worksheets furnished by the State for all costs incurred in acquiring, developing and maintaining the trail, all in accordance with the MANUAL, and the State's Authorized Representative accepts the invoiced services. Additionally, the Sponsor must submit original receipts of actual purchases exceeding \$100.00.

(a) **First Payment:** Upon receipt of the request for reimbursement evidencing acceptable trail costs of \$500.00 or more for acquisition development, or maintenance, the State agrees to reimburse the Sponsor for approved costs in accordance with the MANUAL.

(b) **Subsequent Payments:** Each thirty (30) successive days after the first payment, the Sponsor may submit invoices evidencing trail costs. Payments shall be made to the extent of authorized reimbursement, or until this Grant Contract is terminated.

(c) **Trail Segments:** It is understood that if the trail system is developed in segments, the Sponsor may submit requests for reimbursement as soon as continuous and workable segments are completed.

(d) **Federal funds.** Where Payments under this grant contract will be matched from federal funds obtained by the State, the Sponsor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Sponsor's failure to comply with federal requirements.

(e) **Travel Expenses.** Reimbursement for travel expenses actually and necessarily incurred by the Sponsor as a result of this grant contract will be reimbursed as provided for in the MANUAL as Expenditure type a. Administration; provided that the Sponsor will be reimbursed for travel expenses in accord with the Grant-in-aid Allowable Costs Sheet which is incorporated into this contract by reference. The Sponsor 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.

(f) The Sponsor must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3. **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$14,000.00

4.4 **Contracting and Bidding Requirements** Per [Minn. Stat. §471.345](#), Sponsors

that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property not identified by the MANUAL, APPLICATION or the Grant-in-aid Allowable Costs Sheet.

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

(e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5. Conditions of Payment

All services provided by the Sponsor 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 Sponsor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. If the State determines that the Sponsor has violated any federal or state law or any of the terms of the grant agreement with the State, the State may withhold all grant payments for any work occurring after the date the Sponsor was notified of the violation and seek restitution for any property damage caused by the violation pursuant to Minnesota Statutes, Chapter 84.930. The Sponsor may appeal the

commissioner's decision in a contested case hearing under Minnesota Statutes, Chapter 14.58.

6 Authorized Representative

The State's Authorized Representative is Lance Crandall, District Supervisor, PO Box 9, Lake Bronson, MN 56734, 218-754-2200, lance.d.crandall@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor'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 on each invoice submitted for payment.

The Sponsor's Authorized Representative is Jack Swanson, Board Chair, Roseau County, 606 5th Ave SW #B1, Roseau, MN 56751; 218-463-4252. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

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

7.1 Assignment. The Sponsor 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 Sponsor. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8. Liability

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. Ch. 3.736 and other applicable law. The Sponsor's liability shall be governed by the provisions of Minnesota political Subdivisions Tort Liability, Minn. Stat. Ch. 466.02 and other applicable law. The Sponsor 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 Sponsor or the Sponsor's agents or employees. This clause will not be construed to bar any legal remedies the Sponsor may have for the State's failure to fulfill its obligations under this grant contract.

9. State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Sponsor's books, records, documents, and accounting procedures and practices of the Sponsor 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. The State, its representative or the legislative auditor shall have the right to examine this evidence and the Sponsor shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the MANUAL to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this Grant.

10. Government Data Practices and Intellectual Property

10.1. Government Data Practices. The Sponsor and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights

(a) 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 contract.

(b) Obligations.

1. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor 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.

2. Representation. The Sponsor 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 Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Sponsor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works or Documents infringe upon the intellectual property rights of others. The Sponsor 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 Sponsor's or the State's opinion is likely to arise, the Sponsor 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 Sponsor certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Sponsor'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 **Signage:** The Sponsor and not the State is responsible for maintaining all trail signs.

12. 2. **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 Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Contract.

12. 3. **Endorsement:** The Sponsor 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 Sponsor. Upon termination, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **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 or the abandonment of the Trail. 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.

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

(a) It does not obtain funding from the Minnesota Legislature

(b) 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 Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor 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 grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Termination by Contract. This Grant Contract may also be terminated upon mutual contract by the State and the Sponsor.

15. Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations.

These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions

16.1 Debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded. The prospective lower tier participant certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16.2 Explanation. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

17. Invasive species prevention

17.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work. The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail by ensuring the cleaning of equipment prior to arriving at the Trail site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control

17.2 Cleaning and disposal of material cleaned. If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

18. ACCESSIBILITY.

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be

downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

19. MONITORING

The State's authorized representatives will conduct at least one monitoring visit per Grant Contract period. This visit may be in person or by telephone.

20. FUNDING.

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

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. Sponsor Roseau County

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

ATTACHEMENT A RESOLUTION

Distribution:
Agency
Sponsor



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

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

2016-03-01

RESOLUTION REQUESTING THAT THE UNORGANIZED TOWNSHIP PRECINCTS LISTED BELOW CONDUCT ELECTIONS BY MAIL

PRECINCT NUMBER	PRECINCT NAME	TOWNSHIP AND RANGE
0028	Clear River/Oaks	161-35; 161-36
0121	Norland/Spruce Valley	163-38; 164-38; 163-39; 164-39
0122	Juneberry/Blooming Valley	162-44; 163-43; 164-43; 163-44; 164-44
0176	America/Beltrami Island Forest	159-37; 160-37; 161-37

WHEREAS, on October 20, 1999, the Roseau County Board of Commissioners established the boundaries of voting precincts in unorganized territory in the county. Further, the Roseau County Board of Commissioners authorized the Election Combination Agreement with the Towns of Soler, Enstrom, Cedarbend and Moranville on behalf of above named Unorganized Townships, and

NOW, THEREFORE, BE IT RESOLVED that the Election Combination Agreement on behalf of the above named Unorganized Township Precincts with the Towns of Soler, Enstrom, Cedarbend and Moranville is hereby null and void.

BE IT FURTHER RESOLVED, that because the above named Unorganized Township Precincts voters no longer have a polling place, the Roseau County Board of Commissioners requests that the voters of the above named Unorganized Township Precincts vote by mail for State and County Primary and General Elections beginning on August 9, 2016.

WHEREFORE, the Roseau County Board of Commissioners authorizes the Roseau County Auditor to conduct elections by mail in the Unorganized Precincts of Clear River/Oaks; Norland/Spruce Valley; Juneberry/Blooming Valley; and America/Beltrami Island Forest, starting August 9, 2016 and for all State and County Primary and General Elections thereafter, and until notified otherwise, in accordance with M.S. 204B.45.

STATE OF MINNESOTA)

) ss

COUNTY OF ROSEAU)

I, Jeff Pelowski, County Coordinator in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on March 22, 2016.

(SEAL)

Jeff Pelowski
Roseau County Coordinator

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

An Equal Opportunity Employer



Board of Commissioners
606 5th Ave. SW, Room #131
Roseau, MN 56751
Phone: 218-463-4248
Fax: 218-463-3252

2016-03-01

National County Government Month - April 2016

WHEREAS, the nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, vibrant and economically resilient communities; and

WHEREAS, counties move America forward by building infrastructure, maintaining roads and bridges, providing health care, administering justice, keeping communities safe, running elections, managing solid waste, keeping records and much more; and

WHEREAS, Roseau County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

WHEREAS, through National Association of Counties President Sallie Clark's "Safe and Secure Counties" initiative, NACo is encouraging counties to focus on strengthening the safety and security of their communities; and

WHEREAS, in order to remain healthy, vibrant, safe, and economically competitive, America's counties provide transportation and infrastructure services that play a key role in everything from residents' daily commutes to shipping goods around the world; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve; and

WHEREAS, the Roseau County Board of Commissioners officially recognizes the exemplary services provided by the various County Departments to the citizens of Roseau County;

NOW, THEREFORE, BE IT RESOLVED THAT THE ROSEAU COUNTY BOARD OF COMMISSIONERS do hereby proclaim April 2016 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

STATE OF MINNESOTA)
) ss
COUNTY OF ROSEAU)

I, Jeff Pelowski, County Coordinator in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on March 22, 2016.

(SEAL)

Jeff Pelowski
Roseau County Board Clerk

District 1, Glenda Phillippe** District 2, Jack Swanson,
District 3, Roger Falk, Chair ** District 4, Todd Miller, Vice-Chair ** District 5, Mark Foldesi

An Equal Opportunity Employer

Roseau County Board
March Meetings
Glenda A. Phillipe
District One

March 1: Committee of the Whole – Roseau
March 1: Operations – Roseau
March 8: Roseau County Board – Roseau

March 15: Social Services – Roseau

March 15: Highway Dept. – Roseau

March 15: Warroad School – Bond Referendum Informational Mtg. - Warroad

The district will be holding a special election on Tuesday, May 17, 2016, seeking voter approval of a ballot question that would authorize the district to issue up to \$16,000,000 in bonds to finance the acquisition and betterment of school sites and facilities, including an Early Childhood addition, reconfiguration and renovations at the elementary school, renovations at the high school and HVAC improvements at the elementary school and high school.

March 16: Lake Township – cancelled

March 18 – Warroad School – Warroad

Meeting with Superintendent Foley.

March 21 – Land of the Dancing Sky Area Agency on Aging – Mahnomen

March 22 – Roseau County Board – Roseau

March 22 – Roseau Public Health – Roseau

March 23 – Community Park Advisory Board –Warroad

March 23 – Lake Township – Warroad

JACK SWANSON COMMITTEE REPORTS

MARCH 8, 2016 - JADIS TOWN BOARD; annual township meeting

MARCH 9, 2016 - ROSEAU COMMUNITY EDUCATION; update on winter/ spring class offerings

MARCH 9, 2016 - NORTHWEST MINNESOTA EMERGENCY COMMUNICATIONS BOARD (BEMIDJI); appointed Nancy Schafer (Polk County) to Statewide ECB - one year term

MARCH 10, 2016 - ASSOCIATION OF MINNESOTA COUNTIES BOARD OF DIRECTORS (ST PAUL); met with MRCC Board

MARCH 10-11, 2016 - ASSOCIATION OF MINNESOTA COUNTIES LEGISLATIVE CONFERENCE (ST PAUL); heard from Lt Gov Tina Smith, Sec of State Steve Simon, US Senator Amy Klobuchar, Speaker of the House Kurt Daudt, Senate Majority Leader Tom Bakke; met with Senator LeRoy Stumpf

MARCH 14, 2016 - ASSOCIATION OF MINNESOTA COUNTIES GOVERNANCE COMMITTEE (TELECONFERENCE); talked about AMC Committee structure

MARCH 15, 2016 - SOCIAL SERVICES BOARD

MARCH 15, 2016 - HIGHWAY COMMITTEE

MARCH 16, 2016 - NORTHWEST MINNESOTA HOUSING AND REDEVELOPMENT AUTHORITY (THIEF RIVER FALLS)

MARCH 17, 2016 - DOMESTIC VIOLENCE ADVISORY COMMITTEE; met as a subcommittee with Beltrami County Coordinator Deb Baer

MARCH 17, 2016 - ROSEAU SCHOOL BOARD

MARCH 18, 2016 - ASSOCIATION OF MINNESOTA COUNTIES TRANSPORTATION TASK FORCE (CROOKSTON); discussion whether to hold a media event in Brainerd

MARCH 21, 2016 - LAW LIBRARY COMMITTEE

MARCH 21, 2016 - LIFECARE PUBLIC HEALTH

MARCH 21, 2016 - ROSEAU COUNTY EXTENSION COMMITTEE