
REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on April 12, 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. Tracy Halstensgard – Roseau River Watershed District Update

9:20 Consent Agenda

1. March 22, 2016 Board Proceedings
2. Boat and Water Safety Grant
3. Gambling Permit – Ruffed Grouse Society Lake of the Woods Chapter
4. Public Hearing Date – Tobacco Ordinance
5. Public Hearing Date – Clean Indoor Air Ordinance
6. Greater MN Regional Parks & Trails Commission – District Planning Committee Membership

9:25 Department Reports

1. Auditor
 - a. County Land Discussion
2. Highway
 - a. Northland Community & Technical College Safety Training Contract
 - b. Bituminous Overlay/Aggregate Shoulders Contract (SP 068-604-028)
 - c. Call for Bids – Countywide Intersection Signing & Marking
 - d. Final Payment – Brushing Project

9:45 County Board Items

1. Commissioner Committee Reports

10:30 Unfinished Business

10:30 Adjourn

***Limited to five minutes**

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

March 22, 2016

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, March 22, 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, Todd Miller, Glenda Phillipe and Jack Swanson.

APPROVAL OF AGENDA

An Extension Committee appointment was added to the Consent Agenda and consideration of a City of Greenbush/Roseau County Shop agreement was added to County Board Items. A motion to approve the Agenda was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Coordinator Pelowski informed the Board that Paint Care satellite facilities are now located at Roseau Ace Hardware and Greenbush Lumber. County residents can take unused paint to these locations for proper disposal at no charge.

APPROVE BILLS

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

Warrants Approved For Payment 3/10/2016

<u>Vendor Name</u>	<u>Amount</u>
CENTURYLINK	3,130.29
MN DEPT OF FINANCE -TREAS	2,206.50
RTVISION INC	4,482.00
10 Payments less than 2,000.00	5,281.05
Final Total:	15,099.84

Warrants Approved For Payment 3/14/2016

<u>Vendor Name</u>	<u>Amount</u>
WAYNE PIKE AUCTION CO LLC	2,282.50
Final Total:	2,282.50

Warrants Approved On 3/22/2016 For Payment 3/25/2016

<u>Vendor Name</u>	<u>Amount</u>
CLARK EQUIPMENT CO	18,492.68
FARMERS UNION OIL CO-WARROAD	4,040.88
JOHNSON OIL CO INC	4,283.88
LIFECARE MEDICAL CENTER	4,894.81
M & J CONSTRUCTION OF HOLT, INC	90,000.00
MAR-KIT LANDFILL	35,777.00
MATTSON PHARMACY INC	2,405.97
MSOP-MN SEX OFFENDER PROGRAM	4,265.60
NORTHERN RESOURCES COOPERATIVE	7,253.48

NORTRAX INC	12,200.00
QUALITY PLUMBING-DBA	6,063.56
RDO TRUCK CENTER CO.	4,231.47
ROSEAU CO COOP ASSN	4,304.16
ROSEAU CO TREASURER	2,401.50
ST LOUIS COUNTY AUDITOR	2,000.00
59 Payments less than 2,000.00	20,585.99
Final Total:	223,200.98

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS

Maria Pahlen – Roseau County Drug Court Bureau of Justice Grant Application

DUI Court Coordinator Maria Pahlen and Judge Donna Dixon met with the Board to request approval of a Bureau of Justice grant application Resolution of Support, and requested authorization for the Board Chair to sign a Roseau County Drug Court Memorandum of Understanding. A motion to authorize the Board Chair to sign the Roseau County Drug Court Memorandum of Understanding and adopt the following Resolution was made by Commissioner Phillipe, seconded by Commissioner Miller and carried unanimously:

2015-03-02

Resolution of Support to apply for a Drug Court Implementation Grant

Whereas, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA), is accepting applications for funding under the Adult Drug Court Discretionary Grant Program; and

Whereas, Roseau County has identified a need for Drug Court program(s) in the County; and

Whereas, a program such as the Roseau County Drug Court would be beneficial to the County and would help establish and support the infrastructure needed to allow Roseau County to work effectively and collaboratively as a court supervised treatment program to help adult non-violent drug offenders; and

Now Therefore Be It Resolved, that the Roseau County Board of Commissioners authorizes the submission of a grant application for funding under the BJA Drug Court Implementation Grant; and

Be It Further Resolved that the Chairman of the Roseau County Board of Commissioners is authorized to execute any such documents which might be required to secure said funding.

Greg Nelson, DNR Northwest Regional Director – LUP Con Con/Rec Lands Discussion

DNR Northwest Regional Director Greg Nelson, Red Lake WMA Director Gretchen Mehmel and Roseau River WMA Manager Randy Prachar met with the Board to discuss land exchange opportunities in Roseau County. A motion was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously to adopt the following Resolution:

2013-03-04

WHEREAS, the MnDNR has proposed a land exchange involving certain designated LUP and Con Con lands located in Roseau County;

THEREFORE BE IT RESOLVED, that the Roseau County Board hereby approves the LUP/Con Con land exchange as proposed, contingent upon the current land use(s) being maintained on the newly designated LUP lands and the MnDNR developing additional recreational opportunities on the newly designated Con Con lands.

Randy Prachar discussed the option of forming a Citizen Advisory Panel to discuss the sale of County recreational lands in the Roseau River WMA. The County Board will continue this discussion at the April 5, 2016 Committee of the Whole meeting.

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Foldesi, seconded by Commissioner Phillippe and carried unanimously. The Board, by adoption of its Consent Agenda, approved the March 8, 2016 Board Proceedings; approved an Agricultural Lease Agreement with Rodney Sikorski, in the amount of \$432.00/month, effective April 1, 2016 through October 31, 2016; approved a payroll change request for Assessor Elizabeth Lund; approved the Roseau County Trailblazers 3rd Benchmark in the amount of \$28,515.25; approved the Roseau County/LOW Sportsman's Club Grant-in-Aid Contract Agreement for FY 16 in the amount of \$14,000.00; and, approved the appointment of Robby Christianson to a three year term on the Roseau County Extension Committee effective January 1, 2016.

DEPARTMENT REPORTS

Auditor

Auditor Monsrud met with the Board to request approval of a Resolution authorizing Unorganized Townships the ability to conduct elections by mail balloting. A motion was made by Commissioner Swanson, seconded by Commissioner Foldesi 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 Townships 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 Townships 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.

Auditor Monsrud requested the Board consider selling parcels in Enstrom and Skagen Townships. A motion to sell parcel number 51.3010600 to Mr. Larry Emery for \$400.00 per acre, was made by Commissioner Foldesi, seconded by Mr. Miller and carried unanimously. A motion to sell that part of parcel number 08.3004300 south of CSAH 12, to Mr. Jerome Helstad for \$200.00 per acre; and, that part of parcel number 08.3004300 north of CSAH 12 to Mr. Jeff Erickson for \$50.00 per acre, was made by Commissioner Falk, seconded by Commissioner Miller and carried unanimously.

Highway

Engineer Ketring met with the Board to request final payments on three projects; approve contracts for State and Federal bituminous overlay/aggregate shoulder projects; and, to approve seal coat and fog seal contracts.

A motion to approve final payment to Northwest Concrete Products in the amount of \$14,573.57, for Ditch Brushing Project No. 1507, was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

A motion to approve final payment to Steven E. Stoskopf in the amount of \$3,159.81, for Ditch Brushing Project No. 1508, was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously.

A motion to approve final payment to Steven E. Stoskopf in the amount of \$633.09, for Ditch Brushing Project No. 1510, was made by Commissioner Miller, seconded by Commissioner Phillipe and carried unanimously.

A motion to enter into contract with MinnDak Asphalt, Inc. for Bituminous Overlay/Aggregate Shoulders on the following projects was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously:

- SAP 068-602-043 (CSAH 2 between CSAH 13 and CSAH 5) \$1,128,331.04
- SAP 068-602-044 (CSAH 2 between CSAH 9 and CSAH 13) \$290,254.75
- SAP 068-604-029 (CSAH 4 between TH 11 and CSAH 3) \$902,081.42
- SAP 068-607-018 (CSAH 7 between CSAH 4 and TH 11) \$383,592.14

Approval of the Bituminous Overlay/Aggregate Shoulder Contract (SP 068-604-028) was deferred pending Federal review and approval.

A motion to enter into contract with Morris Sealcoat for the 2016 County Seal Coat and Fog Seal Projects (SAP 068-030-003), in the amount of \$573,515.56, was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously.

COUNTY BOARD ITEMS

National County Government Month

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

2016-03-03

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.

Roseau/County Greenbush Shop

Commissioner Miller requested the Board consider an Agreement between Roseau County and the City of Greenbush for the construction of a joint Highway Shop. A motion to approve an Interlocal Agreement between Roseau County and the City of Greenbush for the purpose of constructing a joint Highway Shop, was made by Commissioner Foldesi, seconded by Commissioner Miller and carried unanimously.

Commissioner Committee Reports

Committee Reports were deferred to the April 12, 2016 County Board Meeting.

Upon motion carried, the Board adjourned the regular Meeting at 11:00 a.m. The next Regular Meeting of the Board is scheduled for April 12, 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



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

2016-04-01

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

BE IT RESOLVED, that the Board does hereby approve the 2016 County Boat and Water Safety Grant Agreement between the Minnesota Department of Natural Resources and the Roseau County Sheriff's Department for the period January 1, 2016 – June 30, 2017 in the amount of \$3,347.00.

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 April 12, 2016.

(SEAL)

Jeff Pelowski
Roseau County Coordinator



2016 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Grant #: 107060

PO#:3000091139

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2016	Source Type State	Vendor Number 0000197344-001
Total Amount \$3,347	Project ID R29G4CGSFY15	Billing Location R297000221	DUNS 051818920	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2016	Grant End Date June 30, 2017
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Grantee Name and Address:

Roseau Co. Sheriff
604 – 5th Ave. SW
Roseau, MN 56751

Payment Address:
(where DNR sends the check)

Roseau Co.
606 – 5th Ave. SW, #140
Roseau, MN 56751

**2016 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Roseau Co. Sheriff, 604 – 5th Ave. SW, Roseau, MN 56751 ("Grantee"). The payment address for this grant agreement is Roseau Co., 606 - 5th Ave. SW, #140, Roseau, MN 56751.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2016 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** June 30, 2017. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Three thousand three hundred forty-seven dollars (\$3,347).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Three thousand three hundred forty-seven dollars (\$3,347).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this Grant.
- (b) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees 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:
- (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 Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5042, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The County Grantee's Authorized Representative is the County Sheriff or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

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

8 Liability

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

- 9 **State Audits**
Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
- 10 **Government Data Practices and Intellectual Property**
10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11 **Workers' Compensation**
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 12 **Publicity and Endorsement**
12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, 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 agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant agreement 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15 **Data Disclosure**
Under Minnesota Statute § 270C.65, Subdivision 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 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred

17 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during grant work. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator. 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.

The grantee shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Garaad Muse

Date: 3/18/16

SWIFT Grant # 107060

Purchase Order # 3000091139

2. GRANTEE:

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

By: [Signature]

Title: County Sheriff

Date: 4-1-16

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Office & Co. Board)
- 3. State's Authorized Representative

**ALLOWABLE EXPENDITURES UNDER THE 2016 STATE BOAT AND WATER SAFETY
PROGRAM TO COUNTIES**

GENERAL - All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between other duties and boat and water safety, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

Counties are urged to contact the Department of Natural Resources' Boat and Water Safety Unit for a determination prior to any questionable proposed expenditure.

SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS – The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. Also, Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than six years after the end of the grant agreement. All counties need to follow their own personnel policies on payroll for salary or overtime charged to this grant. If no written policy or procedure exists, you will then need to comply with the State of Minnesota policy on payroll and overtime.

SUPPLIES AND EXPENSES - This includes uniforms, fuel, oil, lubricants, repairs, rental costs (docks, buildings, office facilities, equipment, etc.), travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (Spending Plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Items which are also used for general duty may either be charged to the boat and water safety account according to a percentage of use, or by mile/hour. The county must either use: 1) established county mileage charge or 2) the current US Internal Revenue Service mileage rate. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than six years after the end of this grant agreement. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

Other proposed expenditures which do not fit in to one of these three categories must be cleared with the Department of Natural Resources' Boat and Water Safety Unit prior to expenditure.

**COUNTY BOAT AND WATER SAFETY
2016 BUDGET SPENDING PLAN
(January 1, 2016- June 30, 2017)**

EXHIBIT A

MN DNR - Enforcement Division
Boat & Water Safety
500 Lafayette Road
St. Paul, MN 55155-4047
Email: deb.ethier@state.mn.us
Deb's phone #: 651-259-5361

ROSEAU
County
STEVE GUST, SHERIFF
Contact Name
218-463-1421
Contact Phone

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time				\$ -
Seasonal	2.0		\$ 2,500.00	\$ 2,500.00
GROUP I SUBTOTALS	2.0	\$ -	\$ 2,500.00	\$ 2,500.00

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
Fuel and oil for boats and units to pull boats to/from the lake		\$ 322.00	\$ 322.00
Boat upkeep and weatherization		\$ 300.00	\$ 300.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP II SUBTOTALS	\$ -	\$ 622.00	\$ 622.00

GROUP III - EQUIPMENT	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
Life vests		\$ 225.00	\$ 225.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP III SUBTOTALS	\$ -	\$ 225.00	\$ 225.00

2016 STATE GRANT TOTAL	\$ -	\$ 3,347.00	\$ 3,347.00
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Scan and email the signed form. Send to:
deb.ethier@state.mn.us

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."


 Signature _____ Date 8-1-16

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: <u>Ruffed Grouse Society Lake of the Woods Chapter</u>	Previous Gambling Permit Number: <u>X-34326-15-007</u>
Minnesota Tax ID Number, if any: <u>82826159</u>	Federal Employer ID Number (FEIN), if any: <u>46-4002219</u>
Mailing Address: <u>310 Main Ave. NE</u>	
City: <u>Warroad</u>	State: <u>MN</u> Zip: <u>56763</u> County: <u>Roseau</u>
Name of Chief Executive Officer (CEO): <u>Chuck Lindner</u>	
Daytime Phone: <u>218 242 0315</u>	Email: <u>clindner@wiktel.com</u>

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Springsteel Resort

Address (do not use P.O. box): 38004 Beach St

City or Township: Lake Township Zip: 56763 County: Roseau

Date(s) of activity (for raffles, indicate the date of the drawing): Friday May 6th 2016

Check each type of gambling activity that your organization will conduct:

Bingo* Paddlewheels* Pull-Tabs* Tipboards*

Raffle (total value of raffle prizes awarded for the calendar year: \$ 7,500)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **LIST OF LICENSEES**, or call 651-539-1900.



Roseau County Request for Board Action

Agenda Item #: Consent 5 <small>(for office use only)</small>	
Requested Board Date:	April 12, 2016
Originating Department: Coordinator	
Subject Title (as it will appear on the Agenda): Public Hearing Date – Clean Indoor Air Ordinance	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: Requesting the Board set a Public Hearing date (May 10, 2016 at 9:15 am ?) in order to consider the adoption of a County Clean Indoor Air Ordinance.	
Background:	
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" 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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Roseau County Request for Board Action

Agenda Item #: Consent 6 <small>(for office use only)</small>	
Requested Board Date:	April 12, 2016
Originating Department: Coordinator	
Subject Title (as it will appear on the Agenda): Greater MN Regional Parks & Trails Commission – District Planning Committee Membership	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: Myles Hogenson has decided to step down from the District Planning Committee. The Board will need to notify the Commission by April 22, 2016 that Mr. Hogenson will not be reappointed, and will need to appoint his replacement before July 1, 2016.	
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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Date:04/05/2016 11:13 AM (GMT-06:00)

To: Bryan Pike , Charles Parson , Erick Hedren , Jannik Anderson , Les Ollila , Lyle Grindy , Mark Kavanaugh , Myles Hogenson , Phil Leversedge , Renee Mattson , Rita Albrecht , Roger Landers , Sam Christenson , Steven Bommersbach , Susan Bruns , Troy Schroeder , "Weir-Koetter, Chris R (DNR)"

Subject: DPC 2 Membership - please respond

Good morning, DPC 2!

We are nearing the second anniversary of the establishment of the DPC's this summer. Thank you so much for being a part of this process - your input and help building the system has been very valuable! After two years of hard work, this is an appropriate time to revisit DPC membership.

The Commission recognizes that some DPC members may wish to rotate off for various reasons, while others may wish to continue their service under the new framework introduced in January. There may be other people in our communities who would be interested in serving, as well. As a reminder, here is the DPC job description: "The role of the DPC is to be the forward-looking arm of the GMRPTC by nurturing a district-level system of parks and trails that meets GMRPTC regional standards, and by helping the Commission and Eteam understand District-level issues, exploring the existing system, identifying gaps, and provide outreach and collaboration with local entities"

Please let me know your availability for reappointment by April 22nd.

The Commission will begin recruiting new members in each district at the end of April, with renewals and new members beginning July 1.

If you have any questions, please let me know!

Sincerely,

Joe

--

Joe Czapiewski
System Plan Coordinator

GMRPTC
218-556-3651

www.gmrptcommission.org

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 – Warroad (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

March 24: LDSAAA – Warroad

April 5: COW –Roseau

April 5: Operations - Roseau

April 11: Warroad City Council – Warroad

April 11: Warroad School Board - 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

JACK SWANSON COMMITTEE REPORTS

MARCH 22, 2016 - BROADBAND ACCESS MEETING (WARROAD); met with Warroad and Marvin Windows officials (among others), and Dick Sjoberg and Brian Wikstrom, and Lt Gov Tina Smith and Commissioner Myron Frans on broadband needs in Roseau County

MARCH 23, 2016 - ROSEAU COMMUNITY MEETING; met at Polaris to talk about community issues, including workforce recruitment

MARCH 29, 2016 - TEAM EPIC (WARROAD); met to talk about substances most negatively affecting Roseau County youth (marijuana, alcohol, prescription medications)

MARCH 30, 2016 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY; established a Workforce Recruitment committee

MARCH 30, 2016 - SHEILA WINSTED RETIREMENT PARTY @ SOCIAL SERVICES

APRIL 1, 2016 - MARK KARL RETIREMENT PARTY @ POLARIS

APRIL 4, 2016 - TOBACCO FREE COMMUNITIES; met w/ Helen Anderson and Donna Johnson

APRIL 4, 2016 - 4H ENDOWMENT FUND; met w/ Nancy Frosaker

APRIL 4, 2016 - ROSEAU CITY COUNCIL

APRIL 5, 2016 - OPERATIONS COMMITTEE

APRIL 5, 2016 - COMMITTEE OF THE WHOLE

APRIL 6, 2016 - JUVENILE DETENTION ALTERNATIVES INITIATIVE; met w/ Curtis Shanklin & Katrinna Dexter (JDAI) and Social Services Director Dave Anderson, and Marc Bloomquist & Scott Leverington (DOC Probation)

APRIL 6, 2016 - COMMUNITY JUSTICE COORDINATING COMMITTEE

APRIL 7, 2016 - ASSOCIATION OF MINNESOTA COUNTIES EXECUTIVE COMMITTEE

APRIL 7, 2016 - BUILDING COMMITTEE; met w/ Kraus Anderson on courthouse repairs

APRIL 11, 2016 - ASSOCIATION OF MINNESOTA COUNTIES GOVERNANCE COMMITTEE