



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

June 23, 2015

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on June 23, 2015, 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*

9:10 Consent Agenda

1. June 9, 2015 Board Proceedings
2. Amend April 14, 2015 Board Proceedings
3. Minnesota Housing Finance Agency's Family Homeless Prevention Assistance Program Resolution of Support
4. North Star ATV Club Request for Reimbursement

9:15 Department Reports

1. Highway
 - a. City of Warroad/Roseau County Property Exchange
 - b. Resolution of Support and Local Road Improvement Program (LRIP) Grant Agreement

9:30 Continuation of the June 16, 2015 County Board of Appeal and Equalization

9:45 Committee Reports

1. Law Library Board of Trustees
 - a. Service Agreement with Legal Services of NW Minnesota

10:00 County Board Items

1. Commissioner Committee Reports

10:30 Unfinished Business

10:30 Adjourn

***Limited to five minutes**

County Coordinator's Office e-mail address: anmarie.miller@co.roseau.mn.us, Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

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



Roseau County Request for Board Action

Agenda Item #: Consent 1 <small>(for office use only)</small>	
Requested Board Date:	June 23, 2015
Originating Department: Coordinator's Office	
Subject Title (as it will appear on the Agenda): June 9, 2015 Board Proceedings	Presenter: Jeff Pelowski
Estimated Amount of Time Needed for Discussion:	
<input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Review and approve the June 9, 2015 Board Proceedings.	
Background:	
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None	
Agenda Classification for County Board Meeting:	
<input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other	

FOR OFFICE USE ONLY:

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

June 9, 2015

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, June 9, 2015 at 9:00 a.m.

CALL TO ORDER

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

APPROVAL OF AGENDA

A motion to approve the Agenda was made by Commissioner Miller, seconded by Commissioner Phillipe and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Coordinator Pelowski informed the Board that the Federal Trail Grant Program has delayed notification to grant recipients until the full FY15 budget has been approved. The Roseau County Trailblazers have applied for this grant and notified the County that, in the interim, Polaris grant funds will be used for grading the rail trail and the Club will proceed as they can with other improvements. Pelowski also relayed the Minnesota Heartland Tourism Association summer meeting notice information.

APPROVAL OF BILLS

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

Warrants Approved For Payment 5/28/2015

<u>Vendor Name</u>	<u>Amount</u>
AFLAC	6,266.16
DAVIES/HEIDI M	2,370.49
DW MECHANICAL-DBA	2,500.00
ROSEAU CITY	6,006.82
ROSEAU CO TRAILBLAZERS	6,101.27
ROSEAU CO TREASURER	12,069.35
SCHOOL DIST 682	12,013.65
8 Payments less than 2,000.00	4,294.92
Final Total:	51,622.66

Warrants Approved For Payment 6/04/2015

<u>Vendor Name</u>	<u>Amount</u>
DEARBORN NATIONAL LIFE INSURANCE	2,525.43
JOHNSON/LAURE A	3,526.88
NW MN SERV COOP-BLUE CROSS BLUE	86,392.00
PRUDENTIAL	2,152.58
14 Payments less than 2,000.00	7,905.03
Final Total:	102,501.92

Warrants Approved On 6/09/2015 For Payment 6/12/2015

<u>Vendor Name</u>	<u>Amount</u>
DLT SOLUTIONS INC	3,990.36
FARMERS UNION OIL CO-WARROAD	3,954.96
GARTNER REFRIGERATION CO	13,778.84
HOFFMAN PHILIPP & KNUTSON	2,660.00
M & R SIGN CO INC	10,505.17
MAR-KIT LANDFILL	38,411.25
MSOP-MN SEX OFFENDER PROGRAM	4,092.00
NORTHERN RESOURCES COOPERATIVE	3,740.62
PRO CAL CORPORATION	3,147.00
R & Q TRUCKING INC	3,920.00
ROSEAU COUNTY FORD	2,659.55
SJOBORG'S INC	2,668.25
TRUE NORTH STEEL	29,958.14
ZIEGLER INC	11,095.02
84 Payments less than 2,000.00	35,647.11
Final Total:	170,228.27

In addition, the Board approved a forthwith payment to Ron Beito in the amount of \$280.00 for beaver removal from Ditch 17; to Daron Sikorski, in the amount of \$588.00 for gopher removal in Juneberry Township; and, to Aaron Kvien, in the amount of \$800.00 for beaver removal from Ditch 69.

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS

Minnesota Counties Intergovernmental Trust (MCIT)

Risk Management Consultant Bob Goede met with the Board to present the 2015 MCIT Report.

Public Comment

Mr. Floyd Haugen, Mr. Doran Horner and Mr. Laverne Voll presented the County Board with a "Petition for Consideration." The petition requests the Board exercise their authority under Minnesota Rule 8410.0040 to investigate and hold accountable members of the Roseau River Watershed Board of Managers and its Administrator for acts of malfeasance, misfeasance, nonfeasance, ethics violations and/or official misconduct. This matter was referred to the Roseau County Attorney's Office.

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Falk, seconded by Commissioner Phillippe and carried unanimously. The Board, by adoption of its Consent Agenda, approved the May 26, 2015 Board Proceedings; approved a proposal from Ferguson Sealcoating and Paving, in the amount of \$17,800.00, to sealcoat the Courthouse Campus parking lots; adopted the County Board Room Reservation Policy; and, approved a grade change for the Office Floater position, (4G to 5E).

DEPARTMENT REPORTS

Highway Department

Warroad Maintenance Garage Bids

Engineer Ketring updated the Board on the results of the bid opening for the Warroad Maintenance Garage. Ketring stated that bids for the project were higher than expected and explained that State bid guidelines contributed to the increased costs. After further discussion, a motion to accept the bid from Klopp Construction, in the amount of \$389,135.92, for the construction of the County Highway Department Maintenance Garage in Warroad, was made by Commissioner Miller, seconded by Commissioner Phillippe, and carried unanimously.

Survey Equipment Purchase

Engineer Ketring requested approval to purchase GPS Survey Equipment. A motion to approve the purchase of GPS Survey Equipment, in the amount of \$63,031.80, from Frontier Precision, Inc., was made by Commissioner Foldesi, seconded by Commissioner Miller and carried unanimously.

COUNTY BOARD ITEMS

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Red River Basin Commission, 5/27/15; Northwest Regional Development Commission, 6/1/15; Operations/Committee of the Whole meetings, 6/2/15; Red River Basin Drainage Tour, 6/4/15.

Commissioner Foldesi reported on the following committee(s): Highway Department Interviews, 5/27-5/29/15, 6/2/15 and 6/8/15.

Commissioner Miller reported on the following committee(s): Highway Department Interviews, 5/27-5/29/15, 6/2/15 and 6/8/15; Bid Opening, 6/1/15; Operations/Committee of the Whole meetings, 6/2/15.

Commissioner Phillippe reported on the following committee(s): Operations/Committee of the Whole meetings, 6/2/15; Roseau County Committee on Aging, 6/3/15; Minnesota Department of Transportation, 6/3/15; Criminal Justice Coordinating Committee, 6/3/15; Law Library Committee, 6/3/15; Warroad City Council, 6/8/15; Warroad School Board, 6/8/15.

Commissioner Swanson reported on the following committee(s): Roseau Economic Development Authority, 5/27/15; Big Four, 5/29/15; Roseau City Council, 6/1/15; Operations/Committee of the Whole meetings, 6/2/15; Roseau County Committee on Aging, 6/3/15; Criminal Justice Coordinating Committee, 6/3/15; Law Library Committee, 6/3/15; Association of Minnesota Counties District III meeting, 6/4/15.

Upon motion carried, the Board adjourned the Regular Meeting at 11:10 a.m. The next Regular Meeting of the Board is scheduled for June 23, 2015 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

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



Roseau County Request for Board Action

Agenda Item #: Consent 2 <small>(for office use only)</small>	
Requested Board Date:	June 23, 2015
Originating Department: Coordinator's Office	
Subject Title (as it will appear on the Agenda): Amend April 14, 2015 Board Proceedings	Presenter: Jeff Pelowski
Estimated Amount of Time Needed for Discussion:	
<input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting approval to revise the April 14, 2015 as follows: authorized the <i>Board Chair</i> to execute Subordination Agreements <i>and Satisfactions</i> without prior Board approval, on an as needed basis. (See Attached)	
Background:	
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None	
Agenda Classification for County Board Meeting:	
<input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other	

FOR OFFICE USE ONLY:

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

April 14, 2015

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, April 14, 2015 at 9:00 a.m.

CALL TO ORDER

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

APPROVAL OF AGENDA

A discussion on the registration/tax exempt status of the Transfer Station trailers was added to Department Reports. A motion to approve the amended Agenda was made by Commissioner Phillipe, seconded by Commissioner Miller and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Coordinator Pelowski shared a letter received from the Board of Water and Soil Resources explaining that Polk County's request to reorganize Manager boundaries within the Middle-Snake-Tamarac Watershed District was denied.

APPROVAL OF BILLS

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

Warrants Approved For Payment 3/26/2015

<u>Vendor Name</u>	<u>Amount</u>
AFLAC	4,177.44
ROSEAU CO HWY DEPT	11,228.50
12 Payments less than 2,000.00	4,634.48
Final Total:	20,040.42

Warrants Approved For Payment 4/02/2015

<u>Vendor Name</u>	<u>Amount</u>
DEARBORN NATIONAL LIFE INSURANCE	2,584.57
JOHNSON/LAURE A	3,958.88
MN ENERGY RESOURCES	3,029.30
NW MN SERV COOP-BLUE CROSS BLUE	87,721.00
PRUDENTIAL	2,154.62
9 Payments less than 2,000.00	6,250.21
Final Total:	105,698.58

Warrants Approved For Payment 4/09/2015

<u>Vendor Name</u>	<u>Amount</u>
CENTURYLINK	3,241.90
ROSEAU CO TRAILBLAZERS	30,506.36
11 Payments less than 2,000.00	5,857.74
Final Total:	39,606.00

Warrants Approved For Payment 4/10/2015

<u>Vendor Name</u>	<u>Amount</u>
1 Payment less than 2,000.00	23.37
Final Total:	23.37

Warrants Approved On 4/14/2015 For Payment 4/17/2015

<u>Vendor Name</u>	<u>Amount</u>
ALIVE OUTDOOR SERVICES	8,173.92
D-A LUBRICANT CO. INC.	5,677.00
EHLERS	2,000.00
FARMERS UNION OIL CO-WARROAD	5,936.17
H & L MESABI INC	2,190.84
HOUSTON ENGINEERING	5,838.00
JOHNSON OIL CO INC	5,109.71
MAR-KIT LANDFILL	38,530.95
NORTHERN RESOURCES COOPERATIVE	9,516.88
NORTHLAND TIRE	8,507.65
POWER PLAN	2,836.80
REGENTS OF U OF MINNESOTA	16,882.50
RELIANCE TELEPHONE SYSTEMS	2,050.00
ROSEAU CO COOP ASSN	9,592.53
ROSEAU CO TREASURER	23,771.81
SJOBORG'S INC	2,668.25
ST LOUIS COUNTY AUDITOR	2,000.00
SWANSTON EQUIPMENT CORPORATION	19,500.00
TOWMASTER INC	32,318.00
UND FORENSIC PATHOLOGY	2,587.00
ZIEGLER INC	2,217.13
92 Payments less than 2,000.00	41,688.60
Final Total:	249,593.74

Warrants Approved For Payment 4/14/2015

<u>Vendor Name</u>	<u>Amount</u>
LICENSE BUREAU	3,922.34
Final Total:	3,922.34

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS

Marc Bloomquist - Department of Corrections (DOC) Probation Update

Bemidji District 2 Supervisor Marc Bloomquist met with the Board to review the Sentence to Service, Probation and DOC programs in Roseau County.

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Phillipe, seconded by Commissioner Miller and carried unanimously. The Board, by adoption of its Consent Agenda, approved the March 24, 2015 Board Proceedings; authorized the **Auditor Board Chair** to execute Subordination Agreements **and satisfactions**, without prior Board approval, on an as-needed basis; approved a contract with the State of Minnesota for the Sentencing to Service program, effective July 1, 2015 through June 30, 2017, in the amount of \$120,531.00; approved the hire of two (2) temporary Deputy Sheriff's (Grade 7, Step A); and, approved a payroll change for the IT Administrator.

DEPARTMENT REPORTS

Highway Department

Engineer Ketring met with the Board to request approval to call for bids; contract approvals and a retainer agreement.

A motion to call for bids on SAP 068-646-001, double seal coat and fog seal on CSAH 46 between TH 11 and CSAH 35, to be opened May 21, 2015, was made by Commissioner Phillipe, seconded by Commissioner Miller and carried unanimously.

A motion to call for bids on SAP 068-672-008, bridge deck rehab on CSAH 72, Center Street in Roseau, to be opened May 21, 2015, was made by Commissioner Falk, seconded by Commissioner Miller and carried unanimously.

A motion was made by Commissioner Miller, seconded by Commissioner Falk and carried unanimously to approve a contract with Morris Seal Coat and Trucking, in the amount of \$456,653.86, for the following County seal coat projects:

- SAP 068-613-023, Seal Coat and Fog Seal on CSAH 13 from TH 11 to TH 313
- SAP 068-635-007, Seal Coat and Fog Seal on CSAH 35 from CSAH 12 to TH 11
- SAP 068-635-008, Seal Coat and Fog Seal on CSAH 35 from CSAH 35 north to Pleasant Avenue
- SAP 068-644-002, Seal Coat and Fog Seal on CSAH 44 from CSAH 5 to CSAH 35

A motion was made by Commissioner Miller, seconded by Commissioner Phillipe and carried unanimously to approve a contract with MinDak Asphalt, in the amount of \$2,134,297.14, for the following County bituminous construction projects:

- SAP 068-612-024, Bituminous Overlay/Aggregate Shoulders on CSAH 12 between CSAH 9 and CSAH 13.
- SAP 068-613-022, Bituminous Overlay/Aggregate Shoulders on CSAH 13 between CR 126 (east) and TH 11.
- SAP 068-624-006, Bituminous Overlay/Aggregate Shoulders on CSAH 24 between TH 11 and CSAH 28.
- SAP 068-042-001, Grading, Aggregate Base, Concrete Curb and Gutter, Bituminous Surfacing, and Box Culvert Installation on CSAH 42 south of TH 11 in the city limits of Roosevelt.

The Board discussed updating the County's Retainer Agreement with Rinke Noonan. It was noted that Rinke Noonan has provided the County with drainage system legal advice and has been on retainer with the County for many years. A motion to approve the 2015 Retainer Agreement with Rinke Noonan, in the amount of \$200.00 per month, was made by Commissioner Miller, seconded by Commissioner Falk and carried unanimously.

Environmental Office

Environmental Officer Jeff Pelowski met with the Board to discuss the registration/tax exempt status of the County Transfer Station pup trailers. Pelowski informed the Board that to comply with the State of Minnesota vehicle registration guidelines, the solid waste pup trailers will need to be registered with the Department of Motor Vehicles (DMV) with sales tax, registration and fees paid up to date. Pelowski requested authorization for a forthwith payment to the DMV to register the trailers. A motion to approve a forthwith payment to the Roseau DMV in the amount of \$3,922.34, for the 2009 and 2010 pup trailers sales tax, registration and fees,

was made by Commissioner Phillipe, seconded by Commissioner Falk and carried unanimously.

COUNTY BOARD ITEMS

National County Government Month

Commissioner Jack Swanson requested the Board consider adopting a Resolution in support of National County Government Month. A motion was made Commissioner Swanson, seconded by Commissioner Miller and carried unanimously to adopt the following Resolution:

2015-04-01

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 Riki Hokama's "Transportation and Infrastructure" initiative, NACo is encouraging counties to focus on how they have improved their communities through road projects, new bridges, building new facilities, water and sewer improvements and other public works activities; 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 2015 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Red River Basin Commission Flood Reduction Conference, 3/25-3/26/2015; Roseau River Watershed District, 4/1/15.

Commissioner Miller reported on the following committee(s): City of Warroad/County Garage meeting, 3/16/15; Board of Water and Soil Resources Drainage Workgroup, 4/2/15; Minnesota Rural Counties Cooperative conference call, 4/6/15; PILT Legislation Testimony, 4/7/15; Buffer Zone legislation meeting, 4/8/15; State of the State Address, 4/9/15.

Commissioner Phillippe reported on the following committee(s): City of Warroad/County Garage meeting, 3/16/15; Roseau County Fair Planning Committee, 4/10/15; Warroad City Council, 4/13/15; Warroad School Board, 4/13/15.

Commissioner Swanson reported on the following committee(s): Roseau Economic Development Authority, 3/25/15; Housing Committee, 3/26/15; Northwest Minnesota Emergency Communication Board, 4/1/15; Community Justice Coordinating Committee, 4/1/15; Law Library Committee, 4/1/15; Northern Counties Land Use Coordinating Committee, 4/2/215; Roseau County Committee on Aging, 4/3/15; Legislative Committee, 4/3/15; Association of Minnesota Counties/County Program Aid, 4/6/15; Roseau City Council, 4/6/15; Roseau County Operations/COW meeting, 4/7/15; Building Committee, 4/7/15; Roseau Convention and Visitors Bureau, 4/8/15; Northwest Minnesota Emergency Communications Board, 4/8/15; Jadis Town Board, 4/8/15; Association of Minnesota Counties Executive Committee, 4/9/15; SECB Finance Committee, 4/9/15; Roseau County Fair Planning Committee, 4/10/15.

Upon motion carried, the Board adjourned the Regular Meeting at 10:55 a.m. The next Regular Meeting of the Board is scheduled for April 28, 2015 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

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



Roseau County Request for Board Action

Agenda Item #: Consent 3 <small>(for office use only)</small>	
Requested Board Date:	June 23, 2015
Originating Department: NW Community Action	
Subject Title (as it will appear on the Agenda):	Presenter: Gayle Peterson
Minnesota Housing Finance Agency's Family Homeless Prevention Assistance Program (FHPAP) Resolution of Support	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 Board approval of a Resolution in support of the FHPAP program.	
Background: FHPAP funds provide assistance for one or several months of rent or mortgage payments for families experiencing a crisis. Families receiving financial assistance are required to complete monthly case management and follow-up services. The funds can also be used for deposits, utility bills, transportation and help with child care.	
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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Roseau County Request for Board Action

Agenda Item #: Consent 4 <small>(for office use only)</small>	
Requested Board Date:	June 23, 2015
Originating Department: Coordinator's Office	
Subject Title (as it will appear on the Agenda): North Star ATV Club Request for Reimbursement	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 approval of GIA reimbursement in the amount of \$1,020.29, for trail insurance policy from the V & V Insurance Agency.	
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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MINNESOTA TRAIL ASSISTANCE PROGRAM REQUEST FOR REIMBURSEMENT

Sponsor <i>ROSEAU COUNTY</i>	Trail/Area Name <i>BEMIS HILL AREA</i>	
Period covered by this statement:	FROM: <i>FEB 2015</i>	TO: <i>JUNE 2015</i>

EXPENDITURES

- A. Administration \$ _____
- B. Acquisition \$ _____
- C. Construction \$ _____
- D. Facilities \$ _____
- E. Map Printing \$ _____
- Sub-Total A through E \$ _____
- F. Maintenance \$ _____
- G. Grooming \$ _____
- H. Liability Insurance \$ *1133.66*
- Sub-total F and H \$ _____

CHECK LIST

- 1. Any Bids Required?
- 2. Original Signatures on All Copies?
- 3. Signed Work Sheets & Grooming Logs?
- 4. Invoices for Purchases & Services over \$100.00

State Cost 65% \$ _____

(10% limited on shared winter use trails)

State Cost 90% \$ *1020.29*

Grand Total (State Cost) \$ *1020.29*

Original Amount and Year of Grant \$ _____

Expenditures to Date (including this Request) \$ _____

Balance Left in Account \$ _____

DEVELOPMENT

(Accomplishments)

Number of miles constructed to date _____

Number of bridges _____

Number of parking areas _____

GROOMING

(Accomplishments)

Number of miles maintained (this reimbursement only) _____

Trail width _____

Miles traveled by grooming equipment _____

APPROVAL I hereby certify that the materials and/or services shown on attached invoices have been delivered, that this is my only original invoice and is correct and just, and that no part of same has been paid.

	Signature - Administrator <i>Ned Klein</i>	Date 6/11/15
County	signature - Title Auditor/Clerk	Date

THIS INVOICE APPROVED FOR PAYMENT BY:

Regional Supervisor	Date	FY	Vendor Number	Amount
Area Trails & Waterways Supervisor	Date	Purchase Order Number PO R 29 _____		Line Number
		Invoice Number:		Doc #
		Signature:		

MINNESOTA TRAIL ASSISTANCE PROGRAM WORKSHEET

Trail Name: Bemis Hill Area					Sponsor: Roseau County								Date: 6-11-15		
Date	Operator Name	Labor			Mode of Transportation	Transportation			Other Equipment	Other Equipment			Total Cost	Type of Work & Location	Expenditure Type
		Hours	Rate	Cost		Miles	Rate	Cost		Hours	Rate	Cost			
(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	
2/5/2015	V & V Insurance			\$0.00			\$0.00				\$1,133.66	\$1,133.66	Trail Insurance	Ins	
				\$0.00			\$0.00				\$0.00	\$0.00			
				\$0.00			\$0.00				\$0.00	\$0.00			
				\$0.00			\$0.00				\$0.00	\$0.00			
				\$0.00			\$0.00				\$0.00	\$0.00			
				\$0.00			\$0.00				\$0.00	\$0.00			
				\$0.00			\$0.00				\$0.00	\$0.00			
				\$0.00			\$0.00				\$0.00	\$0.00			
				\$0.00			\$0.00				\$0.00	\$0.00			
				\$0.00			\$0.00				\$0.00	\$0.00			
				\$0.00			\$0.00				\$0.00	\$0.00			
		TOTALS		\$0.00			\$0.00				\$1,133.66	\$1,133.66			

I certify that the material and/or services shown on this worksheet are correct and just, and that no part of same has been previously submitted for payment.

Authorized signature <div style="font-family: cursive; font-size: 1.2em; color: blue; margin-top: 10px;">  </div>	Date <div style="font-family: cursive; font-size: 1.2em; color: blue; margin-top: 10px;">  </div>
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City of Warroad/Roseau County Property Exchange Summary

Utility Commission's Recommendations

- The City's property is valued by the County Assessor in an email to Brian Ketring at \$28,400. This would be the land only as we will continue to use the salt storage located and jointly owned on the property.
- The County's property and building are valued at \$68,300.
- This is a difference of \$39,900.
- The City has agreed to install the utilities to the building (Water, Sewer, Electric) at an estimated cost of \$10,000 and allow the County to obtain gravel fill from the City's pit at an estimated value of \$3,000.
- That leaves a difference of \$26,900 ($\$39,000 - \$10,000 - \$3,000 = \$26,900$). This would be the amount the City would pay the County for the difference between the two properties.
- The County would stay in their current building until their new facility is complete, however, would start building their new facility within the next 30-60 days.
- Once their new facility is complete, the final exchange would take place.

Law Library Self-Help Assistance Project

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into by and between the **Roseau County Law Library**, 606 5th Ave SW, Roseau, MN 56751 (the "Law Library"), and **Legal Services of Northwest Minnesota**, 1015 7th Avenue North, Moorhead, MN 56560 (the "Contractor"):

WITNESSETH:

WHEREAS, the Law Library desires to create a Self-Help Assistance Project, the objective of which is to facilitate access to the civil justice system; and

WHEREAS, the State Law Librarian has opined that such Project would be a legitimate use of Law Library funds; and

WHEREAS, the Law Library wishes to purchase the services of the Contractor to operate the Self-Help Assistance Project to facilitate access to the civil justice system;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements set forth, the Law Library and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

- A. The Contractor agrees to furnish services to the Law Library during the period commencing January 1, 2016, or such later date as the parties may agree, and terminating January 1, 2017 unless terminated sooner pursuant to Section 12.
- B. Contractor agrees to provide staffing for the Law Library for two hours per day, one day per week at \$60 per hour, plus an annual administrative fee of \$3,000, which may be paid at the beginning of the contract term or in monthly installments of \$250 during the term of this Agreement. Self-help assistance services will be provided by one or more members of Legal Services of Northwest Minnesota's Judicare Panel of private attorneys as approved by the Law Library. For the administrative fee, Contractor will recruit, train, process timely payment, and provide support for the attorneys staffing the Law Library. Contractor will coordinate Judicare coverage for the hours agreed upon, and provide legal staff back-up, if necessary, for conflicts, leave time and other unavailability of Judicare attorneys.

2. SERVICES TO BE PROVIDED

Contractor agrees to provide the following services:

- A. Contractor will coordinate the scheduling of Judicare self-help assistance lawyers, who will assist pro se Law Library clients attain access to the civil legal system. Contractor will provide for on-site coverage at the Roseau County Law Library by one Judicare Panel attorney for the hours and days agreed upon.
- B.. The self-help assistance lawyer will aid unrepresented civil court litigants and potential litigants in preparing court documents and fulfilling court filing requirements for state civil matters, in

accordance with Rule 110 of the Minnesota General Rules of Practice for the District Courts. Specifically, the self-help assistance lawyer will provide education regarding the civil court process to unrepresented persons, but will not provide any legal advice.

- C. In aiding self-help center patrons, the self-help assistance lawyer shall abide by all solicitation rules, including Rule 7.3 of the Minnesota Rules of Professional Conduct. Specifically, contact through the self-help center shall not establish a “prior professional relationship” for purposes of Rule 7.3(a)(2). The self-help assistance lawyer shall not enter into an attorney-client relationship with any self-help center patron assisted by the attorney at the self-help center for period of six months.
- D. Besides one-on-one assistance, with prior written Law Library Board Approval only, service may at times include clinics, group educational sessions, video viewings or other innovative means to facilitate access to the civil legal system.
- E. Educational materials developed by Contractor as a part of its responsibilities under this Agreement will be the joint property of Law Library and Contractor, and both shall have the right to retain copies of such materials and use such materials for educational purposes for its own clientele and the public.
- F. Law Library will provide office space, furnishings and basic office supplies, access to a computer terminal with legal resources and internet services, and photocopying and printing services.
- G. Quantitative and qualitative performance measures may be used to assess the project. Contractor and Law Library will jointly determine the nature and method of data collection, which will be available to both on an ongoing basis. Contractor will periodically invoice Law Library for payment. Contractor will provide a written performance summary to the Board of Trustees within thirty (30) days after the end of the first project year, and annually thereafter.

3. **PAYMENT FOR SERVICES**

Payment for services shall be made directly to the Contractor after completion of the services upon submission of an invoice for services rendered. Payment shall be made promptly but not more than thirty (30) days from receipt of the invoice.

4. **INDEPENDENT CONTRACTOR**

The Contractor shall select the means, method, and manner of performing the services under this Agreement. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of the Law Library for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons while engaged in the performance of any work or services required by the Contractor under this Agreement shall have no contractual relationship with the Law Library, and shall not be considered employees of the Law Library.

Any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against

the Contractor, its officers, agents, contractors, or employees shall in no way be the responsibility of the Law Library. The Contractor shall defend, indemnify, and hold the Law Library, its officials, officers, agents, volunteers, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the Law Library, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

5. NON-DISCRIMINATION AFFIRMATIVE ACTION

- A. No person shall be excluded from full employment rights or participation in or the benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable Federal or State laws, rules, or regulations against discrimination shall be otherwise subjected to discrimination.
- B. If this Agreement is for a sum of over \$100,000 or is one of several contracts with said Contractor within a 12-month period totaling more than \$100,000.00 or is amended to exceed \$100,000.00, Contractor shall comply with state law requiring the adoption and implementation of an affirmative action plan.

6. INDEMNIFICATION AND INSURANCE

- A. The Contractor agrees to defend, indemnify, and hold harmless the Law Library, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable fees, resulting directly or indirectly from any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the Contractor to perform fully, in any respect, all obligations under this Agreement.

In order to protect the Contractor and those listed above under the indemnification provision, the Contractor agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

(1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate:	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,000,000

(2) Workers' Compensation and Employer's

Liability:

Workers' Compensation	Statutory
Employer's Liability. Bodily injury by:	
Accident - Each Accident	\$100,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$100,000

(3) Professional Liability - Per Claim and Aggregate \$500,000

The Contractor shall not commence work until it has obtained required insurance and filed with the law librarian, properly executed Certificate of Insurance, which clearly evidences required insurance coverage. The certificate shall name the Law Library as the certificate holder, and as an additional insured for the Commercial General Liability coverage with respect to operations covered under the contract.

Copies of insurance policies shall be promptly submitted to the Law Library upon written request.

7. DATA PRIVACY

Contractor, its officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may, be amended. Contractor agrees to defend, indemnify and hold the Law Library, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

8. RECORDS - AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the Contractor agrees that the Law Library, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its termination or cancellation.

9. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

The Contractor binds itself, its partners, successors, assigns and legal representatives to the Law Library in respect to all covenants; agreements and obligations contained in this agreement. The Contractor shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed under this Agreement, whether in whole or in part, nor assign any monies due or to become due to it hereunder without the prior written consent of the Law Library.

Permission to subcontract, however, shall under no circumstances relieve the Contractor of its liabilities and obligations under this Agreement. Further, the Contractor shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the herein specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between the Contractor and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified in this Agreement. A consent to assign shall be accomplished by execution of a form prepared by the Law Library and signed by the Contractor, the assignee and the Law Library.

10. **MERGER AND MODIFICATION**

- A. It is understood and agreed that the entire Agreement between the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter herein. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement,
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

11. **DEFAULT AND CANCELLATION**

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. If the Law Library fails to perform any of the provisions of this agreement, this shall constitute a default. Unless a party's default is excused by the other party, the other party may upon written notice immediately cancel this Agreement in its entirety. Additionally, the Contractor's failure to comply with the terms of this Agreement shall be just cause for the Law Library to delay payment until the Contractor is in full compliance. In the event of a decision to withhold payment, the Law Library shall furnish prior written notice to the Contractor.
- B. Notwithstanding any provision of this Agreement to the contrary, neither party shall be relieved of liability to the other for damages sustained by virtue of any breach of this Agreement. Upon notice to the Contractor of the claimed breach and the amount of the claimed damage, the Law Library may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Law Library from the Contractor is determined. Upon notice to the Law Library of the claimed breach, the Contractor may suspend services. Following notice from either party of a claimed breach and damage, the parties shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to the parties under this contract, law, statute, rule, and equity.
- D. Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- E. This Agreement may be canceled with or without cause by either party upon sixty (60) days' written notice. Prior to either party terminating this Agreement before its term has expired, the parties agree

that they will attempt to resolve any conflict or controversy by communicating, negotiating, or mediating with the other party.

- F. Should either party cancel this Agreement before its term has expired, Contractor shall promptly refund to Law Library the pro rata share of any prepaid administrative fees Law Library has paid Contractor for that portion of the term of the Agreement which has been cancelled.

12. **CONTRACT ADMINISTRATION**

In order to coordinate the services of the Contractor with the activities of the Law Library so as to accomplish the purposes of this Agreement, the Law Library Board or its designee, shall manage this Agreement on behalf of the Law Library and serve as liaison between the Law Library and the Contractor.

13. **COMPLIANCE**

Contractor shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

14. **NOTICES**

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the Law Library shall be sent to the Law Librarian at the address given in the opening paragraph of the Agreement. Notice to the Contractor shall be sent to the address stated in the opening paragraph of the Agreement.

15. **CONFLICT OF INTEREST**

The Contractor affirms that to the best of Contractor's knowledge, Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to Contractor, Contractor will immediately notify the Law Library of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the Law Library whether the Contractor will or will not resign from the other engagement or representation.

16. **PROMOTIONAL LITERATURE**

Contractor agrees that the terms "Roseau County Law Library" or any derivative thereof shall not be utilized in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of the Law Library.

17. **MINNESOTA LAWS GOVERN**

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation under this Agreement will be those courts located within the County of Roseau, State of Minnesota. Litigation, however, in

the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

ROSEAU COUNTY LAW LIBRARY BOARD OF TRUSTEES AND CONTRACTOR, having signed this Agreement, and the Roseau County Law Library Board of Trustees having duly approved this Agreement on the _____ day of _____, 2015, and pursuant to such approval, the proper Law Library officials having signed this Agreement, the parties hereto agree to be bound by the provisions set forth in this Agreement. Board of Trustees approval is attached hereto and incorporated herein by reference.

Approved as to form:

ROSEAU COUNTY LAW LIBRARY

By _____
President of Its Board of Trustees

Date: _____, 2015

ATTEST:

By _____
Member of the Law Library Board

Date: _____, 2015

CONTRACTOR:

By _____
Title: Executive Director

Date: _____, 2015

CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS.
COUNTY OF CLAY)

On this _____ day of 2015 before me appeared Anne M. Hoefgen to me personally known, who did say that she is the Executive Director of Northwest Legal Services, the corporation described herein and who executed the foregoing instrument; and that said instrument was executed on behalf of said corporation by authority of its Board of Directors or other Governing Body; and she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires: _____

Roseau County Board
June 2015
Glenda A. Phillipe
District One

June 2 – COW – Roseau

June 2 – Operations – Roseau

June 3 – RCCoA – Roseau

June 3 – MnDot – Roseau

June 3 – CJCC – Roseau

June 3 – Law Library – Roseau

June 8 – Warroad City Council – Warroad

June 8 – Warroad School Board – Warroad

June 9 – Roseau County Board – Roseau

June 11 – Roseau County Garage – Warroad

June 15 – RCCoA – Roseau

June 16 – Social Services – Roseau

June 16 – Highway – Roseau

June 16 – Board of Appeal and Equalization – Roseau

June 17 – Lake Township – Warroad

June 22 – Warroad City Council – Warroad

June 23 – Roseau County Board – Roseau

June 23 – Public Health - Roseau

JACK SWANSON COMMITTEE REPORTS

JUNE 9, 2015 - BUILDING COMMITTEE; parking lot re-sealing; security cameras; "Beito" buildings on City of Roseau Cleanup list

JUNE 9, 2015 - ROSEAU SCHOOL BOARD

JUNE 10, 2015 - ROSEAU CONVENTION & VISITORS BUREAU

JUNE 10, 2015 - JADIS TOWN BOARD

JUNE 15, 2015 - ASSOCIATION OF MINNESOTA COUNTIES EXECUTIVE COMMITTEE; preparation for June 19 Board of Directors meeting

JUNE 15, 2015 - ROSEAU COUNTY COMMITTEE ON AGING; Paul Bunyan Transit

JUNE 15, 2015 - ROSEAU SCHOOL BOARD

JUNE 16, 2015 - ROSEAU COMMUNITY EDUCATION COMMITTEE

JUNE 16, 2015 - SOCIAL SERVICES BOARD

JUNE 16, 2015 - HIGHWAY COMMITTEE

JUNE 16, 2015 - BOARD OF APPEAL AND EQUALIZATION

JUNE 17, 2015 - NORTHWEST MINNESOTA HOUSING & REDEVELOPMENT AUTHORITY (TRF)

JUNE 18, 2015 - ASSOCIATION OF MINNESOTA COUNTIES GOVERNANCE COMMITTEE (ST PAUL)

JUNE 19, 2015 - ASSOCIATION OF MINNESOTA COUNTIES BOARD OF DIRECTORS (ST PAUL); court security discussion w/ Minn Supreme Court Chief Justice Lori Gildea; Finance Committee recommends 3% dues increase; action on definition of Waters of the U.S.

JUNE 23, 2015 - PUBLIC HEALTH COMMITTEE