
REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on February 14, 2017, 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. Jeremy Benson, Kittson County Soil and Water Conservation District – One Watershed One Plan

9:20 Consent Agenda

1. January 24, 2017 Board Proceedings
2. Roseau County Soil and Water Conservation District Joint Powers Agreement
3. Payroll Change Form – Emergency Manager
4. Floodplain Ordinance Public Hearing Date
5. SSTS Contract
6. Advertisement for Bids – Transfer Station Equipment
7. Roseau County Trailblazers – 2nd Benchmark

9:25 Department Reports

9:25 Committee Reports

1. Building Committee
 - a. Sidewalk Repair Project
 - b. Courthouse Security Project (FOB Replacement)
2. Law Library Board
 - a. Law Library Agreement
 - b. County Law Library Program (CLLP) Purchase

9:45 County Board Items

1. Broadband Feasibility Study Cost-Share
2. HSEM-Emergency Manager Hiring Committee
3. Commissioner Committee Reports

10:30 Unfinished Business

10:30 Adjourn

***Limited to five minutes**



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

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

2017-02-01

Resolution to Support the Two Rivers Watershed
One Watershed, One Plan Project by Roseau County

WHEREAS, the Minnesota Board of Soil and Water Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103D.401, Watershed Management Plan, authorizes Minnesota Watershed Districts to develop and implement a watershed management plan; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

WHEREAS, the counties, soil and water conservation districts, and watershed districts within the Two Rivers Watershed (45) and the portion of the Lower Red Watershed (58) in the Two Rivers Watershed District, as delineated in red on the attached One Watershed, One Plan Suggested Boundary Map below, have interest in developing a comprehensive watershed management plan for this area.

NOW, THEREFORE, BE IT RESOLVED, that Roseau County recognizes and supports watershed-scale planning efforts consistent with Minnesota Statutes, Chapter 103B.801, also known as One Watershed, One Plan; and

BE IT FURTHER RESOLVED that Roseau County welcomes the opportunity to collaborate with the counties, soil and water conservation districts, and watershed districts within the Two Rivers Watershed for watershed-scale planning efforts in the future; and

BE IT FURTHER RESOLVED that Roseau County supports an application to the Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan and anticipates entering into a Memorandum of Agreement with the counties, soil and water conservation districts, and watershed districts within the Two Rivers Watershed, to collaborate on this effort, pending selection as a recipient of a planning grant.

STATE OF MINNESOTA)
COUNTY OF ROSEAU) ss

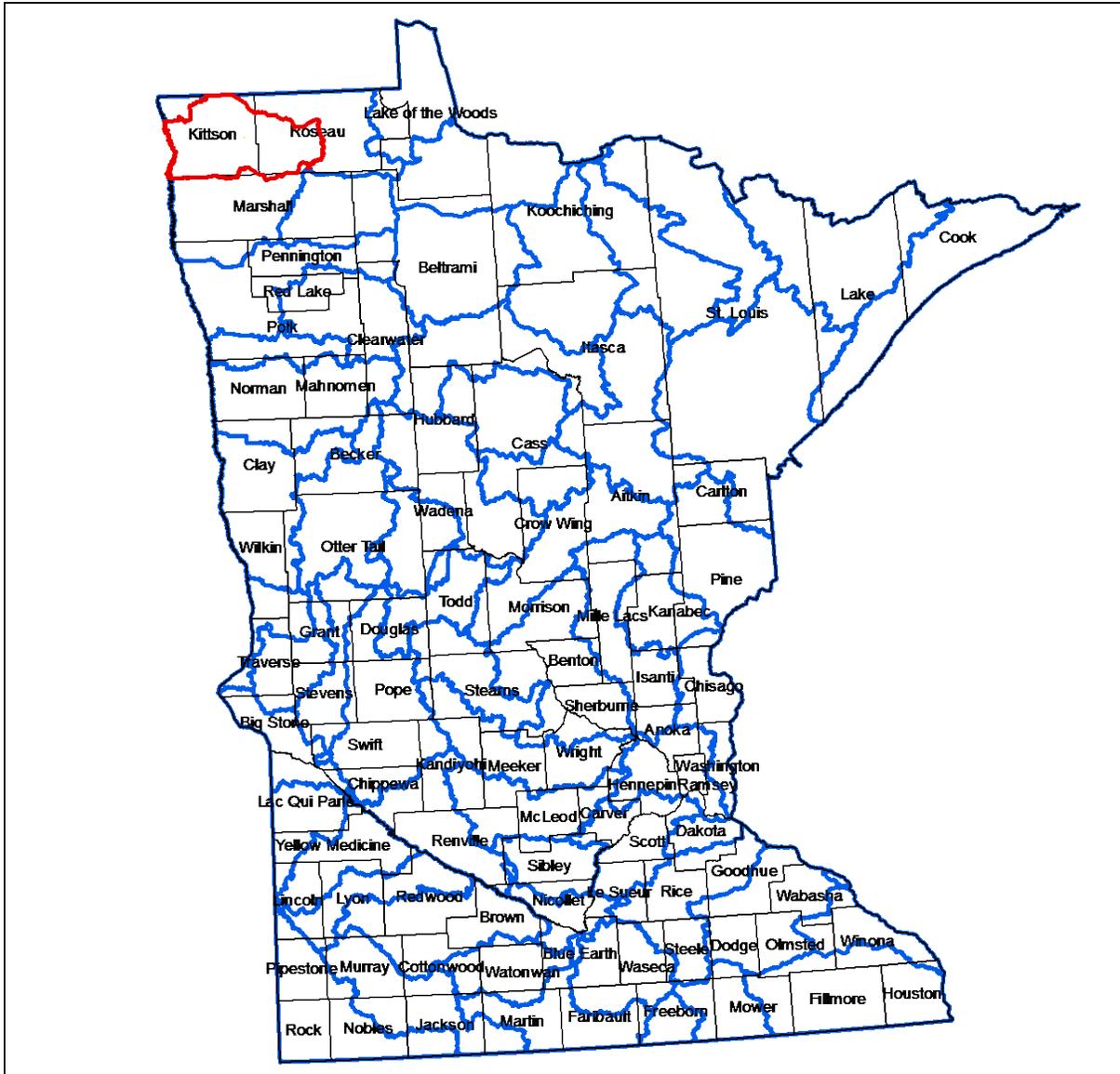
I, Jeff Pelowski, County Coordinator in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on February 14, 2017.

(SEAL)

Jeff Pelowski
County Coordinator

Two Rivers One Watershed, One Plan

Suggested Boundary Map



PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

January 24, 2017

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, January 24, 2017 at 9:00 a.m.

CALL TO ORDER

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

APPROVAL OF AGENDA

A Mutual Aid Agreement and two Memorandums of Understanding were added to the Consent Agenda. A discussion on the Greenbush Shop bids was added to Department Reports. A motion to approve the amended Agenda was made by Commissioner Swanson, seconded by Commissioner Phillipe and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Coordinator Pelowski notified the Board of the Rinke Noonan Drainage Seminar to be held in February; and, presented a thank you note from the Retired Senior Volunteer Program for the Board's continued support.

APPROVE BILLS

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

Warrants Approved For Payment 1/12/2017

<u>Vendor Name</u>	<u>Amount</u>
CENTURYLINK	3,631.24
DEARBORN NATIONAL LIFE INSURANCE	3,041.77
GREENBUSH CITY	3,092.94
LIFECARE MEDICAL CENTER	30,000.00
MINN-DAK ASPHALT INC	144,081.15
MN DEPT OF FINANCE -TREAS	2,670.00
NW MN SERV COOP-BLUE CROSS BLUE	92,792.00
NW REGIONAL LIBRARY	100,000.00
ROSEAU CITY	15,217.53
ROSEAU CO AGRICULTURAL SOCIETY	15,000.00
ROSEAU CO HISTORICAL SOCIETY	54,000.00
ROSEAU CO SOIL & WATER CONS	87,750.00
SCHOOL DIST 682	28,918.50
WARROAD AMBULANCE & RESCUE SQUAD	30,000.00
WARROAD CITY	4,110.78
31 Payments less than 2,000.00	21,485.66
Final Total:	635,791.57

Warrants Approved For Payment 1/19/2017

<u>Vendor Name</u>	<u>Amount</u>
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MN ENERGY RESOURCES	3,250.34
ROSEAU CO SOIL & WATER CONS	16,305.00
SUN LIFE ASSURANCE COMPANY	2,173.03
4 Payments less than 2,000.00	2,165.39
Final Total:	23,893.76

Warrants Approved On 1/24/2017 For Payment 1/27/2017

<u>Vendor Name</u>	<u>Amount</u>
ACCURATE CONTROLS INC	4,533.30
DEPARTMENT OF CORRECTIONS	30,132.75
DIAMOND SURFACE INC	4,707.20
FARMERS UNION OIL CO-WARROAD	5,381.04
HOLTHUSEN CONSTRUCTION INC	5,632.14
JOHNSON OIL CO INC	3,895.80
MN COUNTIES COMPUTER COOP	7,241.31
MN DEPT OF TRANSPORTATION	4,774.06
MN SHERIFF'S ASSN	2,921.00
MSOP-MN SEX OFFENDER PROGRAM	4,588.00
NORTHERN RESOURCES COOPERATIVE	11,657.74
NORTHLAND TIRE	3,425.61
NW MN HOUSEHOLD HAZARDOUS	5,867.00
POLK COUNTY HIGHWAY DEPARTMENT	3,000.00
ROSEAU CO COOP ASSN	8,247.96
ROSEAU CO HWY DEPT	422,391.15
WEST CENTRAL INDEXING LLC DBA	2,310.00
ZIEGLER INC	3,630.91
71 Payments less than 2,000.00	26,667.02
Final Total:	561,003.99

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Swanson, seconded by Commissioner Phillippe and carried unanimously. The Board, by adoption of its Consent Agenda, approved the January 10, 2017 Board Proceedings; approved the hiring of Andrea Sprabary as a regular full-time Support Enforcement Aide (Grade 5, Step A) beginning January 31, 2017; approved a call for bids for the County's 2017 Bituminous Overlay/Aggregate Shoulder Projects; approved a call for bids for the County's 2017 Seal Coat and Fog Seal Projects; approved a Gravel Lease Renewal Agreement with Samuel and Lola Grafstrom effective January 1, 2017, through December 31, 2020; approved a Personal Leave Request for Social Services employee Karen Olson; approved an Emergency Management Mutual Aide Agreement with the Counties of Kittson, Marshall and Roseau, effective January 1, 2017; approved a Memorandum of Understanding between the State of Minnesota Ninth Judicial District, the Roseau County Drug Court and the County of Roseau, for fiscal year ending June 30, 2017; and, approved a Memorandum of Understanding between the State of Minnesota Ninth Judicial District, the Roseau County DWI Court and the County of Roseau, for fiscal year ending June 30, 2017.

DEPARTMENT REPORTS

Highway

Engineer Ketring met with the Board to review the bids received for the construction of the joint Roseau County/City of Greenbush Shop. Following discussion, a motion was made by

Commissioner Foldesi, seconded by Commissioner Phillippe and carried unanimously to approve bids to the following contractors for construction of the Greenbush Maintenance Facility:

Roseau Roofing	General Contractor	\$474,417.20
Bergstrom Electric (Grand Forks)	Electrical	\$55,900.00
DW Mechanical	Plumbing	\$29,995.00
Northwoods Heating & Cooling	HVAC	\$67,900.00
A.W. Kuettel & Sons	Fire Protection	<u>\$58,275.00</u>
<i>Total Bid Package Price</i>		\$686,487.20

COUNTY BOARD ITEMS

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Social Services Board, 1/17/17; Department Head Performance Reviews, 1/17/17; Joint Powers Natural Resource Board, 1/23/17.

Commissioner Foldesi reported on the following committee(s): Quin County Board, 1/16/17; Social Services Board, 1/17/17; Department Head Performance Reviews, 1/17/17.

Commissioner Phillippe reported on the following committee(s): Lake Township Board, 1/11/17; Social Services Board, 1/17/17; Department Head Performance Reviews, 1/17/17; Warroad City Council, 1/23/17.

Commissioner Swanson reported on the following committee(s): Northwest Regional Emergency Communications Board, 1/11/17; Association of Minnesota Counties (AMC) Executive Committee, 1/12/17; Team EPIC, 1/12/17; Social Services Board, 1/17/17; Department Head Performance Reviews, 1/17/17; Northwest Minnesota Multi-County Housing and Redevelopment Authority, 1/18/17; AMC Board of Directors, 1/20/17.

Commissioner Walker reporting on the following committee(s): Social Services Board, 1/17/17; Department Head Performance Reviews, 1/17/17; Joint Powers Natural Resource Board, 1/23/17.

Upon motion carried, the Board adjourned the regular Meeting at 10:55 a.m. The next Regular Meeting of the Board is scheduled for February 14, 2017 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

Mark Foldesi, Chair
Board of County Commissioners
Roseau County, Minnesota

JOINT POWERS AGREEMENT

BETWEEN ROSEAU COUNTY SOIL & WATER CONSERVATION DISTRICT AND ROSEAU COUNTY

FOR ADMINISTRATION OF THE WETLAND CONSERVATION ACT (1991)

This agreement is made between Roseau County Soil & Water Conservation District and Roseau County, for administration of the Wetland Conservation Act, pursuant to authorizing resolutions of the boards of Roseau County Soil & Water Conservation District and Roseau County.

This agreement is authorized by Minnesota Statutes sections 103C.331 subdivision 19 (for SWCDs), and 471.59 (for counties and municipalities).

1. Roseau County Soil & Water Conservation District will act as Local Governmental Unit (LGU) for Roseau County, to administer, to the extent of this agreement, that soil and water conservation related official controls of Roseau County under the Wetland Conservation Act and the rules of the Board of Water and Soil Resources adopted under the act.
2. The joint powers board, consisting of two supervisors, with one alternate, appointed by the Roseau County Soil & Water Conservation District Board and two commissioners, with one alternate and one member at large appointed by the Roseau County Board of Commissioners, will be made aware of occurrences and events, by the appointed LGU administrator from the Roseau County Soil & Water Conservation District, of the Wetland Conservation Act on a quarterly meeting basis or as necessary.
3. Roseau County Soil & Water Conservation District will be the authority on administering, exemption and no-loss determinations and wetland banking within the county and the technical evaluation panel will be the decision maker on replacement plans.
4. Roseau County Soil & Water Conservation District and the joint powers board will follow Roseau County procedures regarding notices and hearings, and will collect for its account fees as agreed to by the Roseau County Soil & Water Conservation District and Roseau County Commissioners.
5. Appeal of the technical evaluation panel decision may be made to the joint powers board.

6. Roseau County will reimburse Roseau County Soil & Water Conservation District for all costs incurred by Roseau County Soil & Water Conservation District under this agreement.
7. Roseau County will provide legal advice and support to Roseau County Soil & Water Conservation District when requested by Roseau County Soil & Water Conservation District for administration and enforcement.
8. The joint powers board will meet as necessary to discuss Wetland Conservation Act events and any related issues pertaining to the Wetland Conservation Act.

This agreement may be amended by mutual agreement of Roseau County Soil & Water Conservation District and Roseau County by resolutions of their respective boards.

This agreement shall become effective upon execution by all duly authorized signatures and shall remain in effect until December 31, 2017 or thirty days after written notice of termination by either party to the other.



Board Chair, Roseau County Soil & Water Conservation District

01/10/2017
Date

Board Chair, Roseau County

Date

Payroll Change Form

Name: Kyle Demolee

Effective Date: 01/11/17

Title: Emergency Manager

Board Approval Date: 02/14/17

Department: _____

Employee Type: Full-Time Part-Time Temporary Seasonal

Reason for Change

New Employee _____ (hire date) _____ grade/step _____ hourly rate

Rehire _____ grade/step _____ hourly rate

Step Anniversary _____ (new grade/step) _____ (new hourly rate)

Vacation Anniversary

Changing to: 1 - 3 yrs, 3 - 15 yrs, 20 + yrs

Address Change _____

Title Change _____ (new title)

Resignation / Termination

Retirement

Layoff

Other _____

Payout of Accrual Balances

	<u>Balance</u>		<u>Hourly Rate</u>		<u>Total</u>	
Vacation:	22.20	X	\$27.04	=	\$600.29	
Sick Leave:	10.20	X	\$27.04	=	\$275.81	<i>Eligible for half of sick leave balance</i>
Comp Time:	_____	X	_____	=	\$0.00	
Holiday:	_____	X	_____	=	\$0.00	
Total Payout					\$876.10	

Comments

Approved by

Department Supervisor Signature

Date

Copy to Auditor's Office

Copy to Coordinator's Office



Roseau County Request for Board Action

Agenda Item #: Consent 4 <small>(for office use only)</small>	
Requested Board Date:	February 14, 2017
Originating Department: County Coordinator	
Subject Title (as it will appear on the Agenda): Floodplain Ordinance Public Hearing Date	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 the following Public Hearing date to consider the revised Floodplain Management Ordinance: March 28, 2017, 9:15 am, County Board Meeting Room.	
Background: The County must hold a public hearing prior to any revision of our existing Floodplain Ordinance.	
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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PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Board of Commissioners of Roseau County, Minnesota, will meet on **Tuesday, March 28, 2017, at 9:15 a.m.** at the Roseau County Courthouse, Board of Commissioners Meeting Room, No. 110, in Roseau, Minnesota, for the purpose of conducting a public hearing, pursuant to Minnesota Statutes 375.51, to obtain public input regarding a revised Ordinance No. 29, which is entitled: "Floodplain Management Ordinance." All persons interested may appear and be heard at the time and place set forth above, or may file written comments with the County Coordinator prior to the date of the hearing set forth above. A sample of the proposed Ordinance is on file in the Coordinator's Office and is available on-line at <http://co.roseau.mn.us>, click on "Draft Floodplain Management Ordinance." Written comments may be sent via mail to the Roseau County Coordinator, 606 5th Ave SW, Room 131, Roseau, MN 56751; or e-mail to: pelowski@co.roseau.mn.us.

DATED: February 14, 2017

(SEAL)

BY ORDER OF THE ROSEAU COUNTY
BOARD OF COMMISSIONERS

Jeff Pelowski
Roseau County Coordinator

SERVICE CONTRACT

THIS AGREEMENT is made and entered into by and between the County of Roseau, Minnesota, (County), 606 5th Ave SW Roseau, Minnesota 56751, and Keith Block (contractor), 848 29th Avenue SW, Baudette, MN 56623.

RECITALS

WHEREAS, the County desires to purchase services of Contractor to perform Subsurface Sewage Treatment System (SSTS) design review, soil verification, and complaint investigation/compliance inspection duties; and

WHEREAS, there are funds available for the purchase of these services;

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

1) Term and Cost of Agreement

Contractor agrees to furnish SSTS soil verification and complaint investigation services on behalf of the County during the period commencing January 1, 2017, and terminating December 31, 2018.

Contractor shall be paid \$100.00 for each design review, \$225.00 for each on-site soil verification visit, and \$250.00 for each on-site complaint investigation/compliance inspection. Contractor shall be entitled to reimbursement for vehicle expenses/mileage at the rate established annually by the IRS.

2) Services to be Provided and Locations

Contractor shall provide all requested services at locations throughout Roseau County, as directed by the Roseau County Environmental Office.

3) Independent Contractor

Nothing contained in the Agreement is intended or should be construed as creating the relationship of joint ventures within the County or the Department. No tenure or any rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

4) Indemnification and Insurance

The contractor agrees it will defend, indemnify and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

Comprehensive General Liability Coverage:

Contractor must obtain and maintain primary insurance coverage for the complete term of the contract. Contractor's insurance must meet the following minimum required liability limits:

Each Occurrence	\$1,500,000
Personal Injury & Advertising Injury	\$1,500,000
General Aggregate	\$3,000,000
Products and Completed Operations Aggregate	\$3,000,000
Fire Damage Limit	\$ 100,000
Medical Expense	\$ 5,000

Contractor may utilize Excess Umbrella/Liability coverage to reach the total required limits.

Prior to the effective date of this contract, and as a condition precedent to this contract, Contractor shall furnish the County with an original Certificate of Insurance, from an insurance company acceptable to the County and signed by a person authorized by the insurer to bind coverage, as evidence of the required primary insurance coverage. The Certificate of Insurance must name Roseau County as an additional insured for all relevant coverages. Contractor's insurance policy must contain a provision that states that coverage will not be cancelled without 60 days prior written notice to the County.

Contractor shall be responsible for any deductible or self-insured retention contained within the insurance policy.

Workers' Compensation Coverage

Contractor must obtain and maintain workers' compensation coverage in accordance with applicable state and federal laws for the complete term of this contract. Prior to the effective date of this contract, Contractor shall furnish the County with an original Certificate of Insurance, from an insurance company acceptable to the County and signed by a person authorized by the insurer to bind coverage, as evidence of the required workers' compensation coverage.

5) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

6) Records – Availability and Retention

Pursuant to Minn. Statute 16B.06, subd. 4, the Contractor agrees that the County, the State Auditor, or any other 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 this Contractor and involve transactions relating to this Agreement.

7) Merger and Modification

It is understood and agreed upon that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any material alterations, variations, modification, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

8) Default and Cancellation

If the Contractor fails to perform any of the provisions of the Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor's default is excused, the County, through the Department, may, upon written notice, immediately cancel this Agreement in its entirety.

This agreement may be cancelled without cause by either party upon thirty days' written notice.

9) Nondiscrimination

During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment

rights in, participation in, be denied benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

10) Subcontracting and Assignment

Contractor shall not enter into any subcontract for performance of any service contemplated under this contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The contractor shall be responsible for the performance of all subcontractors.

Dated this 14th day of February, 2017.

COUNTY OF ROSEAU

CONTRACTOR

BY: _____
Mark Foldesi
Roseau County Board Chairman

BY: _____
Keith Block,
KB Bobcat Service

BY: _____
Jeff Pelowski
Roseau County Coordinator

Approved as to Form and Execution:

BY: _____
Karen Foss
Roseau County Attorney

SNOWMOBILE TRAILS ASSISTANCE PROGRAM MAINTENANCE AND GROOMING

Certification of Satisfactory Grooming

2nd Benchmark – Due By February 15th

3rd Benchmark – Due By April 15th

Trail Name: Roseau County Trailblazers/BISF 1

Club/Organization Name: Roseau County Trailblazers Snowmobile Club

Trail Administrator Signature *Myles Ferguson* Date 1/28/2017

By signing this form, the Sponsor certifies that the above snowmobile trail has been satisfactorily groomed
 from opening day through January 15th; or
 from January 16th through the end of the season or April 1st.

Is there any reason why the Department of Natural Resources should withhold any part of this payment?

YES NO

If YES, please elaborate: _____

Sponsor Name (Local Unit of Government): Roseau County

Sponsor Signature: _____ Date _____

Title: _____

Amount requested \$28,515.25 (Up to 25% of the original contract.)

DEPARTMENT USE ONLY

THIS INVOICE APPROVED FOR PAYMENT BY:

Parks and Trails Area Supervisor – OK TO PAY	Date	FY	Amount
			\$
SWIFT PO: 3000104236	RECEIPT #		
VENDOR #:0000197344	LINE #		
SERVICE BEGIN DATE: December 1, 2016 _____	SERVICE END DATE: January 15, 2017 _____		
SERVICE BEGIN DATE: January 16, 2017 _____	SERVICE END DATE: March 31, 2017 _____		
INVOICE #: <u>BM2</u> <u>BM3</u>	Vendor Name and Address: Roseau County 606 5 th Ave SW, Room 131 Roseau, MN 56751		



Innovative Foundation Supportworks
 "A Service Disabled Veteran Owned Small Business"
 1100 Holstein Dr. NE Pine City, MN 55063
 Contact: Bill Jordan
 Cell: 701-404-0043
 Fax: 320-629-3950
 www.innovativefoundationsupportworks.com

SUBMITTED TO:

Roseau County
 208 6th Street SW
 Roseau, ND 56751

David Anderson
 Phone: 218-463-2411
 Email: dave.anderson@co.roseau.mn.us

BID SUMMARY

Project Name: Roseau County Offices---PolyLevel
Project Location: 208 6th Street SW Ro,
Bid Date: October 20, 2016

BID AMOUNT
\$13,323.30

SCOPE OF WORK

This bid submittal includes all labor, materials, equipment and site supervision required to install PolyLEVEL as specified for the above referenced project. The quantities estimated for this proposal are based on the site observations made by Bill Jordan. This project consists of 20 different locations on the the campus of Roseau County Buildings. (Social Services, Jail, Courthouse, Law Enforcement Center). This estimated poundage to repair all 20 locations is 1497 lbs.

PRODUCTS

PolyLEVEL
 (1497) Pounds of PL250H - PolyLEVEL two-part high density (2.5lb) polyurethane foam system

INSTALLATION

- PolyLEVEL**
- Layout and mark injection locations, drill 5/8" holes through slab and install injection ports.
 - Inject PolyLEVEL material at rates necessary to fill voids, stabilize and lift slabs as necessary.
 - Remove injection ports and fill access holes with suitable grout material, and clean up work area.
 - Monitor slab movement during installation to ensure slab stabilization and accurate lifting.
 - A production schedule of approximately 2 day(s). However, unforeseen conditions such as inclement weather, site access issues, acts of God, etc, may affect the project schedule.



Innovative Foundation Supportworks
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 www.innovativefoundationsupportworks.com

SUBMITTED TO:

Roseau County
 208 6th Street SW
 Roseau, ND 56751

David Anderson
 Phone: 218-463-2411
 Email: dave.anderson@co.roseau.mn.us

BID SUMMARY

Project Name: Roseau County Offices---PolyLevel
Project Location: 208 6th Street SW Ro,
Bid Date: October 20, 2016

BID AMOUNT
\$13,323.30

QUALIFICATIONS

PolyLEVEL

- A pumping unit capable of injecting high density polyurethane material beneath the slab will be utilized. The pumping unit will be capable of controlling the rate of flow of material as required to lift the slabs in a gradual and controlled manner.
- The pumping unit will be equipped with a stroke counter that determines pounds of material used.
- The General Contractor/Owner is responsible for providing necessary lighting for proper installation.
- Due to the fact that there is not an exact method of measuring what is occurring below the solid surface, this proposal includes an approximation of the voids and areas requiring PolyLevel. We have done our best to determine the need, but additional material may be required. If additional material is needed beyond what is stated in this proposal (1,497 lbs), an additional charge of \$8.10 will be added per pound of material used. Additional material will only be installed following client approval.
- Proposal is based upon a site inspection without extensive information or knowledge of original construction or previous repairs. At times we encounter various obstacles or attempted repairs that impede our progress. These repairs may or may not be known to the Owner. We will do what is necessary to avoid such obstacles, however, if extra work involving additional manpower or trades are required, we will contact the Owner immediately to discuss how the work shall progress.
- Due to the nature of the work, we can not guarantee a perfect lift, however we will lift as close as possible to the desired lift height/benchmark.

Other Qualifications

- The general contractor is responsible for providing proper access for Innovative Foundation Supportworks "A Service Disabled Veteran Owned Small Business"'s installation equipment.
- This bid includes up to 1 mobilizations to the work site. Additional mobilizations will cost an additional \$875.00 per trip.

EXCLUSIONS

- Damage to underground utilities or mechanical and electrical ductwork/conduits.
- Lighting necessary to provide crew visibility during installation.
- Additional insurance coverage beyond Innovative Foundation Supportworks, Inc.'s standard coverage.
- Bonding. If required, please add 1.5% to contract amount.
- Structural or cosmetic damages due to the installation process.
- Providing traffic control services (if applicable).

Innovative Foundation Supportworks
 "A Service Disabled Veteran Owned Small Business"

SIGNATURE: William Jordan
 DATE: 10/25/2016

Acceptance of Proposal - The prices proposed, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. We jointly and severally agree to pay you upon completion of the job, and will further pay your service charge of 1-1/3% per month (16% annum) if our account is 30 or more days past due, and your attorney's fees and costs to collect or enforce this contract. **My signature indicates that I accept the terms of this Proposal.

SIGNATURE: _____
 DATE: _____



Google

Roseau County Auditor

Roseau County Courthouse

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, 2017, or such later date as the parties may agree, and terminating January 1, 2018 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: _____, 2017

ATTEST:

By _____
Member of the Law Library Board

Date: _____, 2017

CONTRACTOR:

By _____
Title: Executive Director

Date: _____, 2017

CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS.
COUNTY OF CLAY)

On this _____ day of 2017, 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: _____



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February 9, 2017

To: Roseau County Board of Commissioners

Concerning your meeting next Tuesday, February 14, 2017, please consider placing on the agenda the matter of *county-wide broadband internet services*.

Roseau Electric Cooperative, Inc is in the process of establishing the scope, timing and costs of a feasibility study to determine the impact, benefit and adoption rates of broadband internet (gigabit fiber to the home) for our membership—the majority of our members reside in Roseau County.

The costs of this study—specifics being developed through Northwest Community Action—are in excess of \$200,000. Grant monies are being sought from multiple agencies and interested parties. To that end, Roseau Electric Cooperative, Inc is asking Roseau County to consider a grant toward this study in the amount of \$10,000.

After meeting with The Honorable Mr. Swanson to explain our intent, it is my understanding that this request has already been brought to your attention in a planning session resulting in a favorable response.

Regrettably, neither Ryan Severson nor I will be in town on Tuesday, and I would humbly request that The Honorable Mr. Swanson represent us in this matter. Both Ryan and I will be in St. Paul on Tuesday meeting with Representative Fabian and Senator Johnson on this matter as well as others.

If you should have any concerns or questions, I would make myself available by cell phone that day.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink that reads 'Tracey A. Stoll'.

Tracey A. Stoll
General Manager
Roseau Electric Cooperative, Inc

cell: 218-452-0718

**Roseau County Board
February 2017 Meetings**

Glenda A. Phillippe
District One

February 1: Land of the Dancing Sky Area Agency on Aging - TRF

February 7: Operations – Roseau

February 7: COW – Roseau

February 13: Warroad City Council - Warroad

February 14: County Board – Roseau

JACK SWANSON COMMITTEE REPORTS

JANUARY 25-26, 2017 - ASSOCIATION OF MINNESOTA COUNTIES NEWLY ELECTED OFFICIALS CONFERENCE (ST PAUL); virtually every newly elected commissioner in Minnesota attended; sessions included open meeting law, ethics, dealing with the media, commissioners as policy makers (rather than micro-managers)

JANUARY 26, 2017 - NORTHWEST MINNESOTA EMERGENCY COMMUNICATIONS BOARD (TELECONFERENCE); on 2017 priorities for the NW Region (most focus on training)

JANUARY 31, 2017 - LUNCH WITH ST PAUL MAYOR CHRIS COLEMAN

JANUARY 31, 2017 - ROSEAU ELECTRIC COOPERATIVE; broadband

FEBRUARY 1, 2017 - COMMUNITY JUSTICE COORDINATING COMMITTEE; discussed barriers facing people in the criminal justice system

FEBRUARY 1, 2017 - BUILDING COMMITTEE; talked about the Capital Improvement Plan

FEBRUARY 2-3, 2017 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE (ST PAUL)

FEBRUARY 6, 2017 - ROSEAU CITY COUNCIL

FEBRUARY 7, 2017 - OPERATIONS COMMITTEE

FEBRUARY 7, 2017 - COMMITTEE OF THE WHOLE

FEBRUARY 8, 2017 - ROSEAU CONVENTION & VISITORS BUREAU

FEBRUARY 8, 2017 - NACO COMMUNITY, ECONOMIC AND WORKFORCE DEVELOPMENT STEERING COMMITTEE (TELECONFERENCE)

FEBRUARY 9, 2017 - STATEWIDE EMERGENCY COMMUNICATIONS BOARD FINANCE COMMITTEE (TELECONFERENCE)

FEBRUARY 9, 2017 - ASSOCIATION OF MINNESOTA COUNTIES EXECUTIVE COMMITTEE (TELECONFERENCE)