
REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on March 13, 2018, 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. Gretchen Mehmel & Scott Laudenslager (MnDNR) - Norris Camp/Baudette Wildlife Update

9:35 Consent Agenda

1. February 27, 2018 Board Proceedings
2. Final Payment - North Pine Services
3. 2018 Boat and Water Safety Grant

9:40 Department Reports

1. Auditor
 - a. Election Equipment Policy

9:45 Committee Reports

9:50 County Board Items

1. Courthouse Campus Space Utilization Study
2. Commissioner Committee Reports

10:30 Unfinished Business

10:30 Adjourn

*Limited to five minutes

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

February 27, 2018

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, February 27, 2018.

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Board Chair Glenda Phillipe. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, Mark Foldesi, Glenda Phillipe, Jack Swanson and Russell Walker. Others present were Sue Grafstrom, Ann Marie Miller, Jeff Pelowski and Brian Ketring.

APPROVAL OF AGENDA

A call for bids was added to Department Reports. A motion to approve the amended Agenda was made by Commissioner Walker, seconded by Commissioner Falk and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Chair Phillipe congratulated Auditor Monsrud on her achievement of being selected as Minnesota Association of County Officer's Outstanding Member of the Year. Administrative Assistant Ann Marie Miller shared a note from the Retired Senior Volunteer Program thanking the County for supporting their program.

APPROVE BILLS

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

Warrants Approved For Payment 2/15/2018

<u>Vendor Name</u>	<u>Amount</u>
CO-OP SERVICE INC	2,437.31
DELL MARKETING LP	5,730.78
KUETTEL A.W. & SONS INC	5,827.50
11 Payments less than 2,000.00	2,649.78
Final Total:	16,645.37

Warrants Approved For Payment 2/22/2018

<u>Vendor Name</u>	<u>Amount</u>
MN ENERGY RESOURCES	3,574.75
TOWN OF BARNETT	23,732.66
TOWN OF BARTO	22,283.98
TOWN OF BEAVER	7,677.09
TOWN OF CEDARBEND	14,625.41
TOWN OF DEER	22,719.72
TOWN OF DEWEY	13,658.02
TOWN OF DIETER	21,654.77
TOWN OF ENSTROM	27,910.74
TOWN OF FALUN	18,760.23
TOWN OF GOLDEN VALLEY	15,786.70
TOWN OF GRIMSTAD	16,222.43
TOWN OF HEREIM	19,756.65

TOWN OF HUSS	15,439.65
TOWN OF JADIS	44,912.57
TOWN OF LAKE	88,408.21
TOWN OF LAONA	32,906.77
TOWN OF LIND	16,049.12
TOWN OF MALUNG	27,044.76
TOWN OF MICKINOCK	23,789.48
TOWN OF MOOSE	17,068.50
TOWN OF MORANVILLE	45,522.40
TOWN OF NERESON	16,708.56
TOWN OF PALMVILLE	7,889.93
TOWN OF POHLITZ	6,805.23
TOWN OF POLONIA	17,898.46
TOWN OF POPLAR GROVE	11,859.07
TOWN OF REINE	9,652.20
TOWN OF ROSS	28,526.08
TOWN OF SKAGEN	24,427.56
TOWN OF SOLER	16,200.27
TOWN OF SPRUCE	32,624.37
TOWN OF STAFFORD	20,797.40
TOWN OF STOKES	23,380.35
7 Payments less than 2,000.00	4,485.00
Final Total:	760,759.09

Warrants Approved For Payment 2/28/2018

<u>Vendor Name</u>	<u>Amount</u>
AFLAC	3,698.50
Final Total:	3,698.50

Warrants Approved On 2/27/2018 For Payment 3/02/2018

<u>Vendor Name</u>	<u>Amount</u>
AIR MED CARE NETWORK	64,116.00
CDW GOVERNMENT INC	6,856.08
MAR-KIT LANDFILL	38,734.50
MJ ARCHITECTURAL STUDIOS INC	6,645.44
MSOP-MN SEX OFFENDER PROGRAM	4,612.80
SIMPLEX GRINNELL LP	7,292.26
UNIVERSITY OF NORTH DAKOTA	3,092.65
WARROAD CITY	3,972.00
44 Payments less than 2,000.00	20,523.40
Final Total:	155,845.13

In addition, following a lengthy discussion with Coordinator Pelowski, the Board approved a forthwith payment to Minnesota Pollution Control Agency in the amount of \$1,000.00.

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Walker, seconded by Commissioner Foldesi, and carried unanimously. The Board, by adoption of its Consent Agenda, approved the February 13, 2018, Regular Board Meeting Proceedings; approved Resolution #2018-02-03 in support of funding a number of Minnesota Highway 11 projects under MnDOT's "Corridors of Commerce" Program; and, authorized advertising to hire a full-time Social Services Office Support Specialist.

DEPARTMENT REPORTS

Highway

Engineer Ketring met with the Board to request approval of a call for bids as part of a Statewide Federal Safety Program. Engineer Ketring explained that Roseau County will be the administrator of a District II Regional Lighting Project designed to install lights at designated rural intersections to improve safety. A motion to call for bids, to be opened April 5, 2018, for this project, was made by Commissioner Falk, seconded by Commissioner Foldesi and carried unanimously.

Commissioner Committee Reports (February 13, 2018 - February 27, 2018)

Commissioner Falk reported on the following committee(s): Highway Committee; Social Services Board; Joint Powers Natural Resources Board.

Commissioner Foldesi reported on the following committee(s): Highway Committee; Social Services Board.

Commissioner Phillippe reported on the following committee(s): Highway Committee; One Watershed One Plan; Social Services Board; Northwest Minnesota Household Hazardous Waste Board.

Commissioner Swanson reported on the following committee(s): Highway Committee; Roseau Convention and Visitors Bureau; Law Library Committee; Safety Committee; Roseau School Board; Social Services Board; Association of Minnesota Counties (AMC) Futures Task Force; AMC Finance Committee.

Commissioner Walker reported on the following committee(s): Highway Committee; Social Services Board; Joint Powers Natural Resources Board.

Upon motion carried, the Board adjourned the meeting at 9:45 a.m. The next Regular meeting of the Board is scheduled for March 13, 2018 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

Glenda Phillippe, 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:	March 13, 2018
Originating Department: Highway	
Subject Title (as it will appear on the Agenda): Final Payment – North Pine Services	Presenter: Brian Ketring
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:	
Request the Board approve final payment to North Pine Services for Project 1702 – JD #22, JD #61, & JD #63 in the amount of \$10,504.88.	
Background:	
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None	
Agenda Classification for County Board Meeting:	
<input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other	

FOR OFFICE USE ONLY:

Board Action: Approved as Requested: _____ Denied: _____ Tabled: _____ Other: _____	Distribution/Filing Instructions:
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DEPARTMENT OF NATURAL RESOURCES

2018 STATE OF MINNESOTA ANNUAL COUNTY BOAT AND WATER SAFETY GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 138095

PO#: 3000127843

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2018	Source Type State	Vendor Number 0000197344-001
Total Amount \$1,926	Project ID R29G40CGFFY17	Billing Location R297000221	DUNS 051818920	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2018	Grant End Date June 30, 2019
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Grantee Name and Address:

Roseau County Sheriff's Office
604 Fifth Avenue SW
Roseau, MN 56751

Payment Address: (where DNR sends the check)

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

**2018 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

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

Recitals

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

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2018. Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date:** June 30, 2019. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

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

4 Consideration and Payment

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

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to One thousand nine hundred twenty-six dollars (\$1,926).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed One thousand nine hundred twenty-six dollars (\$1,926).

4.2 **Payment**

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

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5361, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Steven Gust, Roseau County, 604 Fifth Avenue SW, Roseau, MN 56751, (218) 463-1421. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Agreement Complete**

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

8 **Liability**

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

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

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11 **Workers' Compensation**
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 12 **Publicity and Endorsement**
12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14 **Termination**
14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
a) It does not obtain funding from the Minnesota Legislature
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15 **Data Disclosure**
Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Invasive Species Prevention**

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

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

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Cheryl Hawthorne

Date: 2-15-18

SWIFT Contract # 138095

Purchase Order # 3000127843

2. GRANTEE:

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

By: [Signature]

Title: County Sheriff

Date: 3-5-18

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

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

**COUNTY BOAT AND WATER SAFETY
2018 BUDGET SPENDING PLAN
(January 1, 2018 - June 30, 2019)**

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

ROSEAU

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

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time				\$ -
Seasonal	3.0		\$ 1,426.00	\$ 1,426.00
GROUP I SUBTOTALS	3.0	\$ -	\$ 1,426.00	\$ 1,426.00

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
Fuel and oil for boats and units to pull boats to/from the lake		\$ 200.00	\$ 200.00
Boat upkeep and weatherization		\$ 300.00	\$ 300.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP II SUBTOTALS	\$ -	\$ 500.00	\$ 500.00

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

2018 STATE GRANT TOTAL	\$ -	\$ 1,926.00	\$ 1,926.00
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Scan and email the signed form. Send to:
deb.ethier@state.mn.us

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



 Signature Date

**ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS
2018 BOAT & WATER SAFETY STATE GRANT PROGRAM**

Use these guidelines when completing the Proposed Budget – Exhibit A form.

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

(SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS) – Invoices may be submitted at the end of the grant period or as often as monthly. The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and annual year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. The Grantee must satisfactorily submit all annual performance reports and reimbursement requests for each year of participation in this Program by the date(s) requested by the State, unless the Grantee requests an extension in writing and the State approves an extension in writing. Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL – Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than three years. If officer hours are a part of your reimbursement, please send one (1) example officer log for the time period in which reimbursement is being requested.

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

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Equipment that is being used for general duties may be either charged to the boat and water safety account according to percentage of use or by mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than three years. If you purchase equipment and it is greater than \$5,000, please submit a copy of the purchase invoice. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

County sheriff's departments are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure. All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.

Resolution or county board minutes are needed unless your county is exempt from this requirement.

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (Check one of the two boxes below):

- I do not have any conflicts of interest relating to this project.
- I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: Steven J. Gust Date: 3/8/18

Grantee AR's Signature: 

Organization Name: Roseau County Sheriff's Office

Project Name: 2018 Annual County Boat and Water Safety State Grant

State AR's Printed Name: _____ Date: _____

State AR's Signature: _____



ELECTION EQUIPMENT POLICY

Adopted:

Roseau County will purchase election equipment and pay annual service & maintenance fees for:

1. Townships voting in combined Polling Places.
2. Cities with more than 200 registered voters on June 1 of an election year.

50% of the expenses incurred for the purchase of new election equipment, and 100% of the annual service & maintenance fees, will be reimbursed to the County by:

1. Any township that opts to hold elections at a stand-alone Polling Place.
2. Any city with less than 200 registered voters on June 1 of an election year that opts to hold elections at a stand-alone Polling Place.



February 12, 2018

David Anderson, County Social Services Director/Building Committee Chair
Roseau County
606 5th Ave SW
Roseau, MN 56751
Email: dave.anderson@co.roseau.mn.us

Re: Proposal for Architectural Services for Roseau County Courthouse Space Utilization Study and Campus Master Planning

Dear Mr. Anderson:

Thank you for giving us the opportunity to provide a proposal for Basic Architectural services related to a space utilization study for the existing Courthouse, Law Enforcement, and Social Services buildings. This proposal is based on informal conversations of scope of work with the Building Committee on January 30th, 2018. We offer the following proposal for your consideration.

Project Understanding:

Over this past year there have been various discussions on expansion of the County Attorney's office, in addition to storage and support needs of the Law Enforcement and Social Services buildings. To assist the Board in evaluating potential solutions, it is recommended to create a space utilization report on how the existing Courthouse and associated buildings are currently being utilized and identify current and future needs moving forward.

Project Approach/Scope of Work:

We propose to provide services in three parts:

1. Part One: Existing Facilities Survey/Architectural Programming.
2. Part Two: Preliminary Design Options.
3. Part Three: Final Report

Part One services will include approximately 2-3 on-site meetings and field investigations to accurately depict existing conditions, understand the internal functionality of each Department and how they work with others including internal workflows and external clients. This phase will include CAD drafting of existing plans with color coded work areas per Department and architectural programming for determining specific current and future space/room requirements for workstations, offices, meeting spaces, and accessory support spaces.

MJ Architectural Studios, Inc.



Part Two services will include development of various space planning solutions, color coded for easy readability for review and comment with stake holders. This phase is expected to involve 2-4 design review meetings with the building committee and various department heads.

Part Three will include creation of a final report that will summarize the existing facilities survey, architectural programming, and selected planning solutions into a master list of proposed improvement projects with corresponding cost estimates for ongoing management by the Building Committee and County Board. Deliverables will be made available in written and PDF electronic formats, including CAD files for future development.

Compensation

We propose to provide services on an hourly fee basis with a maximum not to exceed amount of **\$20,116**, including reimbursable expenses. Refer to attached MJ Hourly Worksheet (EXHIBIT A) and MJ Schedule of Charges (Exhibit B).

Fee Summary:

<u>Phase:</u>	
Part One:	\$7,080
Part Two:	\$7,260
Part Three:	\$4,290
<i>Estimated Reimbursable Expenses:</i>	
<u>Mileage/Repro</u>	<u>\$1,486</u>
TOTAL FEE:	\$20,116

Project Team

Architect:	MJ Architectural Studios, Inc.; Bemidji, MN
Structural Engineer:	Northland Consulting Engineers, LLP; Duluth, MN (If Required)
Mechanical Engineer:	JPK Engineering, Inc., Fargo, ND (If Required)
Electrical Engineer:	Bruce Laugtug PE, LLC, Fargo, ND (If Required)
Civil Engineer:	To Be Determined (if Required)

Schedule

Based on approval of this project, we are committed to meeting the following schedule:

<u>Phase</u>	<u>Completion</u>	<u>Milestone</u>
Notice To Proceed	Week of 2/12/2018	Feb. 16, 2018
Existing Facilities/Programming	2-3 weeks after NTP	Mar 9, 2018
Preliminary Design Options	3-4 weeks thereafter	Apr 6, 2018
Final Report	1-2 weeks thereafter	Apr 20, 2018



We are committed to your satisfaction and look forward to the opportunity to serve Roseau County. If you have any questions or need clarification on anything, please feel to contact me at (218) 751-0109 at your earliest convenience.

Sincerely,

MJ Architectural Studios, Inc.



Michael J. Johnston, AIA, NCARB, CDT
President

Encl:

Exhibit A: MJ Hourly Worksheet

Exhibit B: MJ Schedule of Charges



Project Name: Courthouse Space Utilization Report	EXHIBIT A
Project Location: 606 5th Ave SW	
Owner: Roseau County	
Estimator: MJJ	
Start Date: Upon receipt of Notice To Proceed	

	<u>MJJ</u>	<u>SR</u>	<u>ZMJ</u>
Billing Rate/Hr	120	75	65

1 Existing Facilities Survey/Architectural Programming

Programming	8	4		
Space Schematics/Flow Diagrams	2			
Existing Facilities Surveys	8	8		
As-built Backgrounds	8	8		
Project administration	4			
Disciplines Coordination				
Redline/Document Checking	2			
Agency Consulting/Review/Approval				
Owner Supplied Data Coordination				
Schedule Development/Monitoring				
Preliminary Construction Estimate				
Presentation/Client Meetings (3)	12	4		
	44	24	0	Total
Pre-Design Phase Total	\$5,280	\$1,800	\$0	\$7,080

2 Preliminary Design Options

Develop Site Plan Drawings	4	8		
Develop Floor Plan Drawings	16	8		
Develop Cost Estimates	4			
Code Research	2			
Construction Estimates	2			
Project administration - Correspondence	2			
Disciplines Coordination				
Redline/Document Checking	2			
Agency Consulting/Review/Approval				
Owner Supplied Data Coordination				
Presentation/Client Meetings	16	4		
	48	20	0	Total
DD Phase Total	\$5,760	\$1,500	\$0	\$7,260

3 Final Report

Summarize existing facilities survey	4			
Summarize architectural programming	4			
Summarize selected planning solutions	4	4		
Summarize budget estimates for each project	6			
Create prioritized master list of projects	8			
Compile deliverables	2	2		
Presentation/Client Meetings	4			
	32	6	0	Total
CD Phase Total	\$3,840	\$450	\$0	\$4,290

FEE SUMMARY

ARCHITECTURAL	\$18,630
CIVIL ENGINEERING	NA
STRUCTURAL ENGINEERING (Foundation & Framing)	NA
MECHANICAL ENGINEERING (HVAC, Plumbing, Fire Protection)	NA
ELECTRICAL ENGINEERING	NA

TOTAL A & E: \$18,630

Reimbursable expenses are in addition to above fees.

Estimated Reimbursable Expenses

Mileage	Miles per Roundtrip	264
	Number of trips (Part 1)	3
	Number of trips (Part 2)	4
	Number of trips (Part 3)	1
	Total number of trips	8
	Total Miles	2,112
	Cost per Mile	\$0.545
	<hr/> Total Mileage	<hr/> \$1,151

Meals	Meals per Roundtrip	
	Number of trips at SD Phase	
	Number of trips at DD Phase	
	Number of trips at CD Phase	
	Number of trips at Bidding Phase	
	Number of trips at CA Phase	
	Total number of trips	0
	Total Meals	0
	Cost per Meal	\$6.00
	<hr/> Total Meals	<hr/> \$0

Repro	36" x 24" Sheets -Number of Originals	4
	Number of Sets	10
	Cost per Sheet	\$5.00
	<hr/> Total 36" x 24" sheets	<hr/> \$200
	11" x 17" Sheets -Number of Originals	
	Number of Sets	
	Cost per Sheet	\$0.50
	<hr/> Total 11" x 17" sheets	<hr/> \$0
	8 1/2" x 11" Sheets -Number of Originals	
	Number of Sets	
	Cost per Sheet	\$0.10
	<hr/> Total 8 1/2" x 11" sheets	<hr/> \$0

Shipping/ Handling	Number of Sets	
	Cost per Set	\$25.00
	<hr/> Total Shipping & Handling	<hr/> \$0

Estimated Reimbursable Expenses:	\$1,351
10% Contingency:	\$135

TOTAL ESTIMATED EXPENSES:	\$1,486
(Allowance)	



SCHEDULE OF CHARGES JANUARY 1, 2018

Architectural Services

Architect V	\$120.00 per hour
Architect IV	\$95.00 per hour
Architect III	\$85.00 per hour
Architect II	\$75.00 per hour
Architect I	\$65.00 per hour
Architectural Designer	\$85.00 per hour
Architectural Drafter III	\$65.00 per hour
Architectural Drafter II	\$55.00 per hour
Architectural Drafter I	\$45.00 per hour
Secretary	\$35.00 per hour

Expenses and Outside Services

Outside Consulting Engineers	Cost
Reproduction Costs	
8 1/2" x 11" B & W	\$0.10 per sheet
8 1/2" x 11" Color	\$0.50 per sheet
11" x 17" B & W	\$1.00 per sheet
11" x 17" Color	\$2.00 per sheet
36" x 24" B & W/Color	\$5.00 per sheet
30" x 42" B & W/Color	\$8.00 per sheet
36" x 48" B & W/Color	\$10.00 per sheet
Outside Services	Cost
Shipping and Handling	Cost
Long Distance Telephone/Fax	Cost
Subsistence: Car Rental, Gas, Lodging, Meals	Cost
Mileage	\$0.545 per mile
Travel time will be charged at regular hourly rates.	

Statements will be due upon receipt and issued monthly or at time of completion of work phase. Accounts will be overdue 30 days past the stated billing date. Except as otherwise provided by written agreement, a charge of 1% per month may be added after 30 days.

MJ Architectural Studios, Inc.



**Roseau County Board
March 2018 Meetings**

**Glenda A. Phillippe
District One**

**February 27: Roseau County Board – Roseau
February 27: AMC Legislative Conference – St. Paul
February 28: AMC Legislative Conference – St. Paul
February 28: MAPCED – St. Paul
March 5: Lake Township – Warroad
March 5: Back Pack Program – Warroad
March 6: Operations – Roseau
March 6: COW – Roseau
March 12: Warroad City Council – Warroad**

JACK SWANSON COMMITTEE REPORTS

FEB 27, 2018 - BUILDING COMMITTEE; long-term strategic plan; Geroy's building

FEB 28, 2018 - ASSOCIATION OF MINNESOTA COUNTIES LEGISLATIVE CONFERENCE (ST PAUL); testified before Rep Dan Fabian's House Natural Resources committee; met w/Rep Fabian and Sen Johnson

MAR 1, 2018 - ASSOCIATION OF MINNESOTA COUNTIES EXTENSION COMMITTEE (ST PAUL)

MAR 1, 2018 - ASSOCIATION OF MINNESOTA COUNTIES PUBLIC SAFETY POLICY COMMITTEE (ST PAUL)

MAR 1, 2018 - ASSOCIATION OF MINNESOTA COUNTIES LEGISLATIVE CONFERENCE (ST PAUL)

MAR 5, 2018 - ROSEAU CITY COUNCIL

MAR 6, 2018 - OPERATIONS COMMITTEE

MAR 6, 2018 - COMMITTEE OF THE WHOLE

MAR 7, 2018 - COMMUNITY JUSTICE COORDINATING COMMITTEE; Curt and Lucinda Hamre/ Riverview Recovery

MAR 8, 2018 - STATEWIDE EMERGENCY COMMUNICATIONS BOARD STRATEGIC PLANNING (CHASKA); attended with Roseau County Emergency Manager Sue Grafstrom and Roseau County I-T Director Chris Stauffer

MAR 9, 2018 - MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST BOARD OF DIRECTORS (ST PAUL); seeking variance on Magnusson salt contamination complaint

MAR 12, 2018 - ROSEAU RIVER TRAIL STAKEHOLDERS