

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on **Thursday**, December 26, 2019, at 8:30 a.m. in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

8:30 Call to Order

1. Presentation of Colors
2. Approve Agenda
3. Comments and Announcements
4. Approve Bills (Note: December Commissioner Warrants – Paid Forthwith)

8:35 Delegations/Board Appointments/Public Comments*

8:40 Consent Agenda

1. December 3, 2019 Board Proceedings
2. Internal Fund Transfers – Annual Interest Rates
3. Intergovernmental Fund Transfers
4. Application for Exempt Permit – Warroad Area Chamber of Commerce
5. MN Department of Human Services Response Letter

8:45 Department Reports

1. Auditor
 - a. 2020 Tobacco Licenses
2. Sheriff
 - a. Memorandum of Understanding & Agreement – Midwest Monitoring & Surveillance, Inc
 - b. 2020-2021 Snowmobile Safety Enforcement Grant
3. Highway
 - a. Highway Technician Hire
 - b. Assistant Shop Mechanic/Maintenance Operator Hire
4. Treasurer
 - a. Letter of Engagement – Ehlers & Associates, Inc

9:10 Committee Reports

1. Credit Card Committee
 - a. Credit Card Policy Update

9:15 County Board Items

1. City of Greenbush – Sponsoring Resolution Request
2. Aquatic Invasive Species Prevention Program Resolution/Work Plan
3. Lake of the Woods One Watershed One Plan (1W1P) Joint Powers Agreement
4. Lake of the Woods 1W1P – Plan Adoption
5. 2020 AirMedCare Agreement
6. State Assumption of Section 404 of the Federal Clean Water Act
7. 2020 County Board Meeting Schedules
8. 2020 Elected Officials Salaries
9. 2020 Commissioner Salary & Per Diem Policy
10. 2020 Appropriations
11. 2020 Property Tax Levy
12. 2020 Budget
13. Association of MN Counties (AMC) Leadership Training
14. Commissioner Committee Reports

10:15 Unfinished Business

10:15 Adjourn

***Limited to five minutes**

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

District 1, John Horner - District 2, Jack Swanson, Chair
District 3, Roger Falk, Vice-Chair - District 4, Russell Walker - District 5, Daryl Wicklund

An Equal Opportunity Employer

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

December 3, 2019

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, December 3, 2019.

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Board Chair Jack Swanson. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, John Horner, Jack Swanson, Russell Walker and Daryl Wicklund. Others present were Jeff Pelowski, Joleen Kezar, Martie Monsrud, Kristy Kjos, Brian Ketring, Torin McCormack, Jason Braaten, Nate Dalager, Robert Miller, Ross Goodsell, Traci Wilke, Donna Martel, Tami Evavold, and Caleb Stromquist.

APPROVAL OF AGENDA

Auditor Monsrud requested the addition of Designation of Official Polling Place for Unorganized Townships to Department Reports. Coordinator Pelowski requested the addition of the Roseau County Trailblazers First Benchmark payment; a Resolution brought forward by the Roseau River Watershed District (RRWD); and, four Pay Grade revision requests to the Consent Agenda. A motion to approve the amended Agenda was made by Commissioner Wicklund, seconded by Commissioner Walker, and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Commissioner Swanson noted that the AMC Annual Conference is next week, December 9th – 11th, in St. Cloud.

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS:

Tami Evavold, AirMedCare – 2020 County Membership

Tami Evavold, Robert Miller, and Donna Martel met with the Board to provide a review of their current program and an overview of the proposed 2020 Membership Agreement. They are proposing no changes for the 2020 County Membership Agreement from the 2019 Agreement. The fee for the County 2020 membership will remain at \$65,398 as well. The basic membership covers County citizens while in either Roseau or Lake of the Woods (LOW) County; in addition, County citizens also have the choice to purchase an upgrade to the basic membership. The upgrade would provide coverage wherever AirMedCare provides service, not just in Roseau and LOW counties. The cost for the upgrade is \$45.00 annually, and includes a senior rate of \$35.00. It was noted that LifeCare Medical Center has been partnering with the County since the inception of this Program; however, they will not be participating in 2020. Following discussion, the Board requested the Agreement be added to the December 26th County Board Meeting Agenda for possible Board action.

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Wicklund, seconded by Commissioner Falk, and carried unanimously. The Board, by adoption of its Consent Agenda, approved the November 26, 2019, Board Proceedings; approved publishing a Call for Bids for the 2020 Official County Newspaper; approved the Roseau County Trailblazers First Benchmark payment of \$57,509.83; approved Pay Grade changes for the Social Worker position (Grade 7 to Grade 8), Administrative Assistant/Accountant position (Grade 5G to Grade 6E), Transfer Station/Demolition LF Operator (Grade 6G to Grade 7E), and the

Coordinator/Environmental Services Director position (Grade 12G to Grade 14C), effective the first payroll period of 2020; and, approved the following Resolution which was brought forward by the RRWD:

2019-12-02

RESOLUTION IN SUPPORT OF THE ROSEAU LAKE REHABILITATION PROJECT

WHEREAS, the Roseau River Watershed and Minnesota Department of Natural Resources have been developing the Roseau Lake Rehabilitation Project in partnership utilizing the Project Team process as outlined in the Red River Basin Flood Damage reduction Work Group Agreement, and;

WHEREAS, the County Board of Commissioners sees the benefit of the project moving forward, and;

WHEREAS, at their October 22, 2019 meeting the Roseau County Board of Commissioners agreed to waive the No Net-Loss Policy for land acquisition as it pertains to the MN DNR purchasing property for the benefit of this project, and

THEREFORE BE IT RESOLVED, that the Roseau County Board of Commissioners hereby supports the Roseau Lake Rehabilitation Project moving forward with continued outreach to landowners, responsible management of public funding, and utilization of the project to the greatest water management potential to meet the goals of the project.

DEPARTMENT REPORTS

Highway

Equipment Rental Rates

Engineer Ketring requested the Board approve an updated equipment rental rate schedule, effective January 1, 2020. Following discussion, a motion was made by Commissioner Walker, seconded by Commissioner Horner, and carried unanimously to approve the following equipment rental rate schedule, effective January 1, 2020:

Equipment Rental Rates

Effective January 1, 2020

Equipment	Rate
Motorgrader	\$ 110.00
Snowplow Truck	\$ 130.00
Dozer - D-4	\$ 125.00
Dozer - D-8	\$ 200.00
Loader - JD	\$ 140.00

Loader - KOM	.....	\$	120.00
Excavator - KOM	.....	\$	150.00
Backhoe - JD	.....	\$	120.00
Skidsteer	.....	\$	140.00
Tractor/Lowboy	.....	\$	180.00
Tractor/Belly	.....	\$	150.00
Trailer - Tandem Flatbed	.....	\$	20.00
Spray Truck-Tandem Axle	.....	\$	200.00
Tractor/Mower - 7230 JD-Schulte/Arm	.....	\$	100.00
Mower - 7' New Holland	.....	\$	15.00
Culvert Deicer/Pressure Washer	.....	\$	150.00
Mower - Toro 72"	.....	\$	50.00
Patch Trailer	.....	\$	125.00
Cimline Melter	.....	\$	75.00

Land Surveying Contract

Engineer Ketring requested the Board approve/renew a land-surveying contract with George E.R. Coulombe. After discussion, a motion was made by Commissioner Falk, seconded by Commissioner Wicklund, and carried unanimously to approve a 4-year land-surveying contract with George E.R. Coulombe.

Gravel Purchase Contract

Engineer Ketring requested the Board approve a revised gravel purchase contract with Vicky Lorenson, et al. The existing contract was revised due to a change in ownership of the property. Following discussion, a motion was made by Commissioner Wicklund, seconded by Commissioner Horner, and carried unanimously to approve the gravel purchase contract as presented.

Auditor

Auditor Monsrud requested the Board pass a Resolution designating the Roseau County Auditor's Office as the official polling place for all Unorganized Townships in Roseau County. MN Statute 204B.16, subd.3, states that "no designation of a new or different polling place shall become effective less than 90 days prior to an election..." The Presidential Nomination Primary is being held on March 3, 2020; ninety days prior to that date is December 4, 2019; therefore, the last day for a polling place change to be approved is December 4, 2019. A motion was made by

Commissioner Walker, seconded by Commissioner Falk, and carried unanimously to approve the following Resolution:

2019-12-01

RESOLUTION DESIGNATING POLLING PLACE

WHEREAS, Minnesota Statutes, Section § 204B.16, Subdivision 1, requires that the County designate, by Ordinance or Resolution, a polling place for each election precinct annually by December 31st;

NOW, THEREFORE, BE IT RESOLVED that the Roseau County Board of Commissioners hereby establishes the Roseau County Courthouse to be the official polling place for all County Unorganized Townships, (164-44, 164-43, 164-40, 164-39, 164-38, 163-44, 163-43, 163-40, 163-39, 163-38, 162-44, 161-37, 161-36, 161-35, 160-37, and 159-37).

COUNTY BOARD ITEMS

Commissioner Committee Reports (November 26 – December 3, 2019)

Commissioner Falk reported on the following committee(s): Northwest Regional Development Commission Meeting; Building Committee Meeting; Roseau River Watershed Board Meeting; Operations Committee Meeting; County Board Work Session; Highway Committee Meeting.

Commissioner Horner reported on the following committee(s): Roseau County Dispatch/Warroad First Responders/EMT Meeting; Roseau River Watershed Board Meeting (Hay Creek); Operations Committee Meeting; County Board Work Session; Highway Committee Meeting.

Commissioner Swanson reported on the following committee(s): Credit Card Committee Meeting; Roseau River Watershed Board Meeting (Hay Creek); Roseau City Council Meeting; Operations Committee Meeting; County Board Work Session; Highway Committee Meeting.

Commissioner Walker reported on the following committee(s): Roseau County Dispatch/Warroad First Responders/EMT Meeting; Operations Committee Meeting; County Board Work Session; Highway Committee Meeting.

Commissioner Wicklund reported on the following committee(s): Operations Committee Meeting; County Board Work Session; Highway Committee Meeting.

County Budget Meeting

A motion was made by Commissioner Horner, seconded by Commissioner Falk, and carried unanimously to open the Roseau County 2020 Proposed Levy and Budget Public Hearing at 6:00 p.m. Auditor Monsrud provided an overview of 2020 proposed property tax levy and budget. The 2020 Levy and Budget must be approved by the County Board on or before December 31, 2019. Following discussion, Board consensus was to add the 2020 Levy and Budget to the December 26, 2019, County Board Meeting Agenda. A motion was made by Commissioner Falk, seconded by Commissioner Walker, and carried unanimously to close the Public Hearing.

Upon motion carried, the Board adjourned the Regular meeting at 6:20 p.m. The next Regular meeting of the Board is scheduled for Thursday, December 26, 2019 at 8:30 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

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

DRAFT



Roseau County Request for Board Action

Agenda Item #: Consent 2 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Auditor
Subject Title (as it will appear on the Agenda): Internal Fund Transfers – Annual Interest Rate		Presenter: Martie Monsrud
		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 approval to set the interest rate for any intergovernmental loans issued from the County Revenue Fund.		
Background: Before the close of each fiscal year, the County Auditor will present to the County Board documentation from the Department of Revenue and State Court Administrator for the interest rates in 2020.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <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 _____		



2020 INTEREST RATES ON STATE COURT JUDGMENTS AND ARBITRATION AWARDS

M.S. 549.09 directs the State Court Administrator to determine the annual interest rate applicable to certain state court judgments, verdicts, and arbitration awards. For judgments and awards governed by section 549.09¹ the annual interest rate for calendar year 2020 shall be 4%, provided that for judgments exceeding \$50,000 that are finally entered on or after August 1, 2009, except a judgment or award for or against the state or a political subdivision of the state entered on or after April 16, 2010, or a judgment or award in a family court action entered on or after August 1, 2015, the interest rate shall be 10% per year until paid.² M.S. 548.091, subd. 1a, provides that the interest rate applicable to child support judgments shall be the rate provided in M.S. 549.09, subd. 1, subject to an 18% maximum rate.

The following lists the judgment rates in effect for state courts for the periods noted:

YEAR	M.S. 549.09 Annual Rate	M.S. 549.09 Rate for Judgment exceeding \$50,000 Finally entered on or after 8/1/09 But not judgments for or against The state or a political subdivision Finally entered on or after 4/16/2010, Or Judgments or awards in family court Actions entered on or after 8/1/2015	M.S. 548.091 Rate for Child Support Judgments
2009	4%	10%	Follow 549.09 rate (but not more than 18%)
2010	4%	10%	Follow 549.09 rate (but not more than 18%)
2011	4%	10%	Follow 549.09 rate (but not more than 18%)
2012	4%	10%	Follow 549.09 rate (but not more than 18%)
2013	4%	10%	Follow 549.09 rate (but not more than 18%)
2014	4%	10%	Follow 549.09 rate (but not more than 18%)
2015	4%	10%	Follow 549.09 rate (but not more than 18%)
2016	4%	10%	4%
2017	4%	10%	4%
2018	4%	10%	4%
2019	4%	10%	4%
2020	4%	10%	4%

¹The interest rate determined pursuant to section 549.09 does not apply to judgments for the recovery of taxes and employment arbitrations pursuant to M.S. Chapters 179 or 179A, and may not apply to judgments in condemnation cases. In condemnation cases governed by M.S. 117.195, the interest rate determined pursuant to section 549.09 is presumed to satisfy the constitutional requirement of just compensation unless the landowner shows that this rate does not provide what a reasonable and prudent investor would have earned while investing so as to maximize the rate of return, yet guarantee safety of principle. State by Humphrey v. Jim Lupient Oldsmobile Co., 509 N.W. 2d 361, 364 (Minn. 1993). Under a Federal Employers Liability Act (FELA) case, 45 U.S.C. § 51 (2012) brought in state court, federal law governs all substantive matters. However, the Minnesota Supreme Court recently held post-judgment interest was procedural and did not affect substantive FELA rights, and the state post-judgment interest rate under Minn. Stat. § 549.09, subd. 1(c)(2) applied rather than the federal rate. Alby v BNSF Railway Company, 934 N.W. 2d 831 (Minn. 2019); *reversed and remanded* (October, 2019).

The interest rate on judgments for the recovery of taxes owed to the Commissioner of the Department of Revenue, such as income, excise, and sales taxes, is established by the Commissioner pursuant to M.S. 270C.40, subd. 5. The interest rate for state tax judgments also applies to judgments for the recovery of real or personal property taxes, subject to a 10% minimum and 14% maximum, and double that in certain cases. See M.S. 279.03, subd. 1a. These rates may be obtained from the Department of Revenue.

M.S. 549.09, subd. 1(d) provides that section 549.09 does not apply to arbitrations between employers and employees under Chapter 179 or 179A, and that an arbitrator is neither required to nor prohibited from awarding interest under Chapter 179 or M.S. 179A.16 for essential employees.

²As amended by 2002 Minn. Laws Chap. 247, Sec. 1, 2009 Minn. Laws Chap. 83, Art. 2, Sec. 35, and 2010 Minn. Laws Chap. 249, section 549.09 directs that the annual rate is to be determined by using the monthly one-year constant maturity treasury yield reported in the latest statistical release of the federal reserve board of governors rounded to the nearest one per cent, subject to a four percent minimum; provided that for certain judgments exceeding \$50,000 entered on or after August 1, 2009, the interest rate shall be 10% per year until paid. As amended by 2010 Minn. Laws Chap. 249, Sec. 1 and 2015 Minn. Laws Chap. 30, Sec. 12, judgments or awards exceeding \$50,000 for or against the state or a political subdivision of the state and in family court actions are no longer subject to the 10% interest rate.

Interest Rates for Minnesota Counties

County auditors, treasurers, and land commissioners should use the interest rates in the table below for delinquent real and personal property taxes and for special assessments. A brief explanation of each rate follows the table.

Year	Delinquent Taxes	Property Tax Judgments	Confession of Judgment, Homesteaded Property ¹	Confession of Judgment, All Other Eligible Property	Repurchase, or Tax-Forfeited Land Sold on Contract for Deed
2020	10%	4%	7%	10%	10%
2019	10%	4%	7%	10%	10%
2018	10%	4%	5%	10%	10%
2017	10%	4%	5%	10%	10%
2016	10%	4%	5%	10%	10%
2015	10%	4%	5%	10%	10%
2014	10%	4%	NA	10%	10%
2013	10%	4%	NA	10%	10%
2012	10%	4%	NA	10%	10%
2011	10%	4% ²	NA	10%	10%
2010	10%	4%	NA	10%	10%



Roseau County Request for Board Action

Agenda Item #: Consent 3 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Auditor
Subject Title (as it will appear on the Agenda): Intergovernmental Fund Transfers	Presenter: Martie Monsrud	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval to give the Auditor the authority to transfer funds to any intergovernmental fund in arrears as of December 31, 2019, from the County Revenue Fund.		
Background: Copies of the fund balances with be provided at the Board meeting.		
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <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 _____		

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Warroad Area Chamber of Commerce Previous Gambling Permit Number: X-05438-06-001
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____
 Mailing Address: PO Box 551
 City: Warroad State: MN Zip: 56763 County: Roseau
 Name of Chief Executive Officer (CEO): Wendy King
 CEO Daytime Phone: 218-689-0750 CEO Email: _____
 Email permit to (if other than the CEO): visitwarroad@gmail.com (permit will be emailed to this email address unless otherwise indicated below)

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

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

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

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Springsteel Resort
 Physical Address (do not use P.O. box): 38002 Beach Rd
 Check one:
 City: _____ Zip: _____ County: _____
 Township: Lake Zip: 56763 County: Roseau
 Date(s) of activity (for raffles, indicate the date of the drawing): 2/15/20
 Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

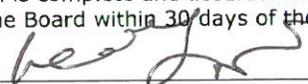
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 12/5/19

(Signature must be CEO's signature; designee may not sign)

Print Name: Wendy King Chamber President

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



Roseau County Request for Board Action

Agenda Item #: Consent 5 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Social Services
Subject Title (as it will appear on the Agenda): MN Department of Human Services (DHS) Response Letter		Presenter: Karla Langaas
		Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Requesting Board authorization to submit the attached letter to DHS.		
Background: DHS has recently billed counties to recover funding gaps caused by past DHS billing errors. The Association of MN Counties is recommending that counties refuse to pay the bills received from DHS.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <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 _____		

December 19, 2019

Commissioner Harpstead
Minnesota Department of Human Services
Elmer L. Andersen Building
Post Office Box 64998
St. Paul, MN 55164-0998

Dear Commissioner Harpstead,

Pursuant to your November 18, 2019, letter informing counties of recently discovered DHS billing errors and the follow-up letter on December 5, 2019, regarding invoicing counties for Substance Use Disorder (SUD) for Institutes of Mental Disease (IMD) payments, we are informing you in writing that we do not plan to pay the billed amount.

Last week at the Association of Minnesota Counties annual conference, the AMC Board of Directors adopted a motion recommending counties not pay for the SUD IMD billing errors. During the same conference, we are pleased to hear Governor Walz pledge to work with the Minnesota Legislature to “hold counties harmless” for these billing errors. We are confident that by working together creatively and collaboratively, we will find a method for covering these costs from state funds.

Thank you for your attention to this matter.

Sincerely,



Karla Langaas
Roseau County Social Services
Director



Roseau County Request for Board Action

Agenda Item #: Department Reports 1a <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Auditor
Subject Title (as it will appear on the Agenda): 2020 Tobacco Licenses	Presenter: Martie Monsrud	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting approval to grant tobacco licenses for 2020.		
Background:		
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Request for Board Action

Agenda Item #: Department Reports 2a <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Sheriff
Subject Title (as it will appear on the Agenda): Memorandum of Understanding & Agreement (MOU) – Midwest Monitoring & Surveillance, Inc	Presenter: Steve Gust	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval of the attached MOU.		
Background: Approval of the MOU would result in the placement of a Kiosk alcohol testing machine in the lobby of the Detention Center.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting:		
<input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is entered into this 15th day of December 2019, (effective date) by and between Midwest Monitoring & Surveillance, Inc., (hereinafter referred to as "Midwest") a Minnesota corporation with its principal place of business located at 2500 West County Road 42 Suite 5 Burnsville, Mn 55337 and Roseau County Sheriff's Office (hereinafter referred to as "Client") with its principal place of business located at 604 5th Avenue Southwest, Roseau, MN 56751.

WHEREAS, the Client is interested in incorporating into its programs and service offerings within the Sheriff's Office, Treatment Courts, Health and Human Services and Correctional programs the use of an Automated Breathalyzer Kiosk ("ABK" or "AB Kiosk™"), a fully automated autonomous breathalyzer kiosk and related software solutions for alcohol monitoring, probation check-ins, and UA/Swab drug testing management as described in the attached Exhibit A (the "Products"); designed for Law Enforcement and Community Corrections applications.; and,

WHEREAS, Midwest is a provider of the Automated Breathalyzer Kiosk ("ABK" or "AB Kiosk™"), manufactured Custom Control Systems, Inc. d/b/a Precision Kiosk Technologies ("PKT") located at 1705 Wilkie Drive, Winona, Minnesota 55987; and,

WHEREAS, the client has determined that the services provided by Midwest fully meets their needs.

NOW THEREFORE, in consideration of the mutual undertakings and the agreements contained within, the client and Midwest agree as follows:

1. **Equipment.** Client will receive the ABK and related equipment described in Exhibit A.
2. **Term of Agreement.** The term of this Agreement shall be 36 months. After 36 months, this Agreement shall automatically renew and continue in full force and effect, provided that either party may terminate the Agreement at any time in accordance with section 15 (B.).
3. **User Fees Paid to Client.** Midwest shall charge all individuals (Users) who use the ABK a User fee ("User Fee") of a minimum of \$3.00 per test taken on the ABK. For each test, the User Fee will be paid by the individual User. Midwest will collect the payment, whether by cash or credit card.
4. **Delivery, Installation, and Training.** Midwest and PKT will arrange to deliver the ABK to Client at a mutually agreeable date and location. Midwest and PKT will send representatives to Client's location to assist with installation and training. Midwest and PKT will provide up to 8 hours of on onsite training. The representatives will train Client's personnel in using the ABK system's administrative website, and ABK troubleshooting tasks. Some training may be provided via distance learning or web-based training tools.

Client agrees to provide a clear area for the ABK to be installed. Client agrees to provide clean uninterruptable power and Cat-5 or better internet access to the kiosk. Client agrees to at all times keep the ABK in a climate-controlled environment maintaining a constant temperature between 65 and 85 degrees Fahrenheit and sheltered from elements such as snow, rain, excess wind, or other unfavorable weather conditions or other elements.

Should a scheduled installation and training session require rescheduling, the Client agrees to notify PKT at least 5 days in advance.

5. **Client Support.** Midwest and PKT's Client Support will be available to assist Client with any questions or concerns during regular business hours of Monday – Friday 8:00 AM – 4:30 PM CST, excluding Federal Holidays, via phone or email at no additional charge. Midwest operates and staff's a 24/7/365 data center and via this center will use reasonable efforts to respond to all Client support inquiries outside of regular business hours.
6. **Data Storage & Accessibility.** Midwest, via its agreement with PKT, may in its discretion utilize third-party service providers to host kiosk applications and provide other services, including but not limited to cloud-based third-party secure data storage services. All data entered into or collected by an AB Kiosk ("User Data") shall be the property of PKT, provided that Client may access or use the User Data at any time during the term of this Agreement. Upon termination of this Agreement, PKT will provide an electronic copy of the User Data to Client and PKT shall have no further obligation to keep or maintain any User Data.
7. **Kiosk Ownership.** PKT shall retain exclusive ownership of the ABK and any additional equipment supplied to Client as part of this Agreement, including but not limited to the AB Kiosk, Pedestal, calibration canisters, and any other equipment provided under this Agreement. PKT retains exclusive ownership and title to each system, the documentation and all portions, modifications and copies thereof (including interface programs) created or adapted by PKT or its contractors in connection with the ABK system. PKT retains all copyright and other intellectual property rights in everything PKT develops either before or during the course of this Agreement, including the system(s), methodologies, software, documentation and know-how. PKT also retains all copyright and other intellectual property rights in all reports, written advice or other materials provided by PKT to Client. Client shall have no copyright or intellectual property rights in any program or system it develops with respect to the ABK systems, and Client will transfer to PKT all such intellectual property rights immediately on creating such rights. All ABK units must be returned to PKT upon termination of this Agreement in good repair and in substantially the same condition as when received by Client, ordinary wear and tear excepted.
8. **Kiosk Damage.** Client shall be responsible for any damage to the ABK, misuse of the ABK system, and deletion of any User Data or other information from the system by Client or Client's invitees, including but not limited to offenders who use the ABK.
9. **PKT Software License.** Midwest, via its agreement with PKT, grants to the Client a nontransferable, nonexclusive license to use the ABK system subject to this Agreement's terms and conditions. Client may not assign this license to a third party without prior written consent of Midwest. Client shall not (nor allow any third party to): (i) decompile, disassemble, copy, or reverse engineer any part of the ABK system, including but not limited to any software of PKT, (ii) remove any product identification, copyright or proprietary notices from copies of documentation provided with the ABK system, or (iii) modify or incorporate the system into other software or create a derivative work from any part of the ABK system. The ABK system shall at all times reside on PKT's (or its service providers') servers and the Client shall have no right to any object or source code of the ABK system.
10. **Confidentiality.** To the extent permitted under the Minnesota Government Data Practices Act, Client agrees to keep all PKT proprietary information about the ABK system confidential. "Confidential Information" includes any information that PKT discloses in connection with this Agreement that is marked or otherwise designated as confidential. PKT product or service development plans, deliverables, written reports, pricing and payment

terms, software code, admin site processes, and documentation shall be deemed to be Confidential Information, whether or not individually marked. Unless disclosure is expressly authorized by PKT in writing or required by law, Client shall keep all Confidential Information private, take all reasonable precautions to protect its confidentiality, and not disclose it to, or use it for the benefit of, any third party. If disclosure of any Confidential Information is required by law or an order issued by any court, Client shall immediately—and prior to any disclosure—notify Midwest so that Midwest and PKT may seek injunctive relief, a protective order, or any other remedy that may be available to restrict disclosure.

Client agrees to keep the ABK locked and secured, except while necessary for performance of maintenance. Client shall not take photographs, videos, or otherwise show the inside of the ABK to any third-party, including but not limited to any manufacturers, distributors, press, attorneys, or any other third party without prior written approval from Midwest.

11. **Limited Warranty and Limits on PKT Liability.** PKT will remain the owner of all AB Kiosks and will be responsible for repair or replacement of any parts that fail to perform as designed.

PKT AND ITS THIRD-PARTY SERVICE PROVIDER, MIDWEST MONITORING AND SURVEILLANCE INC. SHALL NOT BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY CLIENT'S EQUIPMENT OR CLIENT'S USERS. MIDWEST AND PKT DO NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. MIDWEST AND PKT SHALL NOT BE LIABLE FOR SERVICE INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT, OTHER SOFTWARE OR SERVICES NOT PROVIDED BY MIDWEST OR PKT OR FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTIONS NOT WITHIN THE COMPLETE CONTROL OF MIDWEST OR PKT EVEN IF MIDWEST OR PKT KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN THE EVENT OF ANY SYSTEM ERROR OR OMISSION, THE SOLE OBLIGATION OF MIDWEST AND PKT SHALL BE TO PROCESS A CORRECTION OF THE ERROR OR OMISSION AS REASONABLY NECESSARY. MIDWEST AND PKT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL MIDWEST OR PKT BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF BUSINESS OPPORTUNITY. THIS LIMITATION INCLUDES ANY LIABILITY ARISING OUT OF THIRD-PARTY CLAIMS FOR ANY CAUSE WHATSOEVER MADE AGAINST CLIENT. THE LIABILITY OF MIDWEST AND PKT FOR ACTUAL PROVEN DAMAGES FOR ANY CAUSE, INCLUDING BUT NOT LIMITED TO FAILURE OF OR DISRUPTION OF SERVICE REGARDLESS WHETHER IN CONTRACT, TORT OR NEGLIGENCE SHALL BE LIMITED TO THE LOWER OF THE COST OF REPLACING THE DEFECTIVE SYSTEM OR THE AMOUNT PAYABLE BY CLIENT UNDER THIS AGREEMENT DURING THE PERIOD SUCH DAMAGES OCCUR.

12. **Indemnification and Insurance.** Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or

failure to adequately perform its obligations pursuant to this Agreement. Client's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.

Midwest agrees that in order to protect itself as well as Client under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

- A. Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining to premises operations. In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:

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

The policy should be written on an "occurrence" basis and not a "claims-made" basis.

- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident.
- C. Professional Liability Insurance (when required) in the minimum amount of \$1,500,000 combined single limit (CSL). In the event Combined Single Limits Coverage is not secured by the Contractor, the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,500,000 per Wrongful Act or Occurrence
- D. Excess Umbrella Liability Policy in the amount of \$1,500,000 will be additionally required if any of the above policies have lower limits than stated.
- E. Worker's Compensation Insurance.

13. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay (a) arises out of or is caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, riots, acts of war or terrorism, natural disasters or acts of God; (b) materially affects the performance of any of its obligations under this Agreement; and (c) could not reasonably have been foreseen or provided against.

14. **Advertising Rights.** The ABK has the ability to display two types of advertisements: Ad Loop and In-Use Advertisement; collectively referred to as Advertisements.

The Ad Loop is a continuous loop of images or video files that are displayed on the touch screen while the kiosk is not being used.

In-Use Advertisements are still-frame images that are displayed while the kiosk is being used. One In-Use advertisement is displayed while the fuel cell sensor is warming up and a second in-use advertisement is displayed while the fuel cell is analyzing the test sample.

Advertisements can be loaded onto kiosks remotely using the PKT Admin Site to generate an Advertisement Campaign. If Client wishes to create an Advertisement Campaign and loading new artwork that has not previously been used on an AB Kiosk Advertisement Campaign, Midwest will need to approve and reach agreement with Client prior to it being posted.

Midwest will at all times retain management rights to display advertisements on the AB Kiosk. And, Midwest may at its sole discretion directly sell advertisements or engage third parties to sell advertisements.

15. Default and Cancellation.

A. If Midwest 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 default. Unless the Midwest's default is excused by the Client, the Client may, upon written notice to Midwest's representative listed herein, cancel this Agreement in its entirety as indicated in (B.) below.

B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

C. Representatives for each of the parties to this Agreement are as listed below:

Midwest

Gary L. Shelton, President
2500 W. County Road 42
Suite #5
Burnsville, MN 55337

Client

Steve Gust, Sheriff
Roseau County Sheriff's Office
604 5th Avenue Southwest
Roseau, MN 56751

16. **Miscellaneous.** No waiver of any breach or default under this Agreement will be construed as a waiver of any subsequent default, nor shall the failure to exercise any right accrued hereunder deemed to be a waiver thereof. This Agreement embodies the full and complete understanding of the parties, and supersedes any prior agreement, warranty, or representation other than as specified herein. This Agreement may not be modified unless in writing and signed by an authorized officer of the parties. This Agreement shall be governed by the laws of the State of Minnesota, and any dispute arising hereunder shall be resolved in the District Courts of Roseau County, Minnesota. In the event that any provision of this Agreement is held to be illegal, invalid, unenforceable, or against public policy, the remaining provisions of the Agreement shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

Midwest

Client

By: _____
Gary L. Shelton, President

By: _____
Steve Gust, Roseau County Sheriff

Date: _____, 2019

Date: _____, 2019

EXHIBIT A
PRODUCTS AND SERVICES

1. AB Kiosk – Automated Breathalyzer Kiosk
 - a. AB Kiosk Components:
 - i. Kiosk Painted Enclosure
 - ii. 19" Touch Screen
 - iii. Computer
 - iv. PKT Breathalyzer
 - v. Bill Acceptor
 - vi. Credit Card Acceptor
 - vii. Fisheye Camera
 - viii. Biometric Fingerprint Reader
 - ix. PKT Admin Client Management Cloud based Software
2. AB Kiosk Floor Pedestals
 - a. Painted to match the enclosure
3. Individually Wrapped Testing Straws
4. Printer paper
5. Calibration Kit
6. PKT Offender Management software access



Roseau County Request for Board Action

Agenda Item #: Department Reports 2b <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Sheriff
Subject Title (as it will appear on the Agenda): 2020-2021 Snowmobile Safety Enforcement Grant	Presenter: Steve Gust	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval of the attached Grant Agreement in the amounts of \$5,458.00 for fiscal year 2020, and \$5,458.00 in fiscal year 2021.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



December 6, 2019

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

Dear Amy Carlson:

Congratulations! Roseau County Sheriff's Office is one of sixty-four counties that indicated an interest in participating in the Snowmobile Safety Enforcement (SSE) Grant Program, for July 1, 2019 through June 30, 2021. **Roseau County Sheriff's Office will receive \$5,458.00 each fiscal year, 2020 and 2021,** based on the number of interested participants.

Enclosed, you will find your county grant contract; **please sign and return the grant contract to our office.** Once DNR signs the contract, it will be effective July 1, 2019 through June 30, 2021.

The details of receiving SSE reimbursements are indicated within the contract; forms for receiving reimbursement are located: <https://www.dnr.state.mn.us/grants/enforcement/index.html>. Any expenses over the amount of your grant will be the sole responsibility of your agency. The SSE grant program is set up for your agency to provide annual reports, in order to receive annual payments.

You are welcome to contact LT Adam Block, Program Manager, with any questions. Contact LT Block at (651) 259-5057 or Adam.Block@state.mn.us.

Thank you in advance for your on-going efforts to assist the DNR in protecting Minnesota's resources and providing service to our citizens.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rodmen Smith", with a long horizontal flourish extending to the right.

COL Rodmen Smith, Director
Division of Enforcement

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Roseau County Sheriff's Office, 604 Fifth Avenue SW, Roseau, MN 56751 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2019, First Special Session, Article 1, Section 3, Subdivision 6(d), is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of snowmobile enforcement laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.
4. This grant agreement is made in accordance with the provisions in Minn. Stat §84.83 Subd. 3 (3) and (4).

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2019. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 *Expiration date:*

June 30, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2019 are eligible for reimbursement unless otherwise provided.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible **Snowmobile Safety Enforcement (SSE) Safety Grant** activities, including one or more of the following:

- Grantee staff time to participate in SSE activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any SSE related law, rule or regulation is **MANDATORY**.
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Snowmobile Safety Enforcement work.

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, 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.
- **POST on the Grantee's website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to **\$5,458.00** in state fiscal year 2020, for expenses incurred between the effective date of the grant and June 30, 2020, and **\$5,458.00** in fiscal year 2021, for expenses incurred between July 1, 2020, and June 30, 2021, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$10,916.00**.

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 must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2020 must be submitted **before June 30, 2021**. Invoices for state fiscal year 2021 must be submitted **before June 30, 2022**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

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.

Eligible reimbursement costs may not exceed **\$5,458.00** prior to July 1, 2020.

Eligible reimbursement costs may not exceed **\$5,458.00** prior to July 1, 2021.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Amy Carlson, Roseau County Sheriff's Office, 604 Fifth Avenue SW, Roseau, MN 56751, (218) 463-4124, amy.carlson@co.roseau.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, 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 contract 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 contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.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 Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the 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 Minn. Stat. §176.181, Subd. 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 contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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 contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the 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.

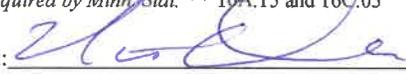
14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 11/22/19

SWIFT Contract/PO No(s). 169652 / 3-163981

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative



Roseau County Request for Board Action

Agenda Item #: Department Reports 3a <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Highway
Subject Title (as it will appear on the Agenda): Highway Technician Hire		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: The Hiring Committee is requesting Board approval to hire Corey Olson for the position of Highway Technician, effective January 13, 2020. This is a full-time, benefited, position with a starting wage of \$22.51/hour (Grade 6, Step A).		
Background:		
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Request for Board Action

Agenda Item #: Department Reports 3b <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Highway
Subject Title (as it will appear on the Agenda): Assistant Shop Mechanic/Maintenance Operator Hire	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: The Hiring Committee is requesting Board approval to hire Chuck Wilt for the position of Assistant Shop Mechanic/Maintenance Operator, effective January 13, 2020. This is a full-time, benefited, position with a starting wage of \$22.51/hour (Grade 6, Step A).		
Background:		
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Request for Board Action

Agenda Item #: Department Reports 4a <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Treasurer
Subject Title (as it will appear on the Agenda): Letter of Engagement – Ehlers & Associates, Inc	Presenter: Diane Gregerson	
	Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval of the attached Letter of Engagement to retain Ehlers for arbitrage consulting and to act as the monitoring agent during the IRS Audit of our outstanding General Obligation Jail Refunding Bond, Series 2012A, (GO bonds).		
Background: The County Treasurer received notice of an Internal Revenue Service audit of our \$4,435,000 GO bonds. Our bond counsel, Ehlers & Associates, were notified of the audit and returned the attached Letter of Engagement for Board consideration. County Attorney Kjos has reviewed the Letter of Engagement.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

December 11, 2019

Roseau County, Minnesota
606 5th Ave SW, Rm 160
Roseau Minnesota 56751

Re: Letter of Engagement to Retain Ehlers as Arbitrage Consulting and Monitoring Agent Related to the Arbitrage Provisions of the Internal Revenue Code of 1986 and Related Treasury Regulations

All tax-exempt Obligations ("Obligations") issued by or on behalf of Roseau County, Minnesota ("Issuer") are subject to the arbitrage provisions of the Internal Revenue Code of 1986 and related Treasury regulations ("Tax Code). To comply with the statute and regulations the Issuer must undertake certain analyses. Ehlers & Associates, Inc. ("Ehlers") can provide arbitrage consulting and monitoring services that comply with the Tax Code and include the necessary reports and or analyses.

This Letter of Engagement ("Letter") is being presented to memorialize and clarify the terms of the Issuer's engagement of Ehlers as the Issuer's Arbitrage Consulting and Monitoring Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A ("Services"). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

This Letter shall be effective as of the date of its execution by the Issuer and shall remain in effect for the life of each obligation defined herein as the "Term". Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. All outstanding Ehlers projects will be completed and invoiced prior to the deemed termination date.

To perform the engagement, Issuer agrees to provide Ehlers all documents and information as are deemed necessary to fulfill the Issuer's reporting requirements related to the Tax Code, and within the applicable timeframe. Issuer agrees to provide Ehlers with timely and accurate information regarding pertinent cash and investment activity as well as pertinent revenue and expenditure activities for all funds related to the required service ("Arbitrage Information"). The Issuer is obligated to pay arbitrage due within sixty (60) days of the related installment date. All installment date analysis information must be provided to Ehlers within thirty (30) days of Issuer's receipt of any such request from Ehlers. The Issuer is ultimately responsible for the completion and filing of IRS Form 8038-T or 8038-R. Issuer, and not Ehlers, shall be responsible for payment of any arbitrage payment due and any interest or penalty for failure to make timely payments.

Ehlers shall deem all Arbitrage Information provided to it by the Issuer to be accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact. Issuer acknowledges that Ehlers shall be entitled to rely on all Arbitrage Information provided by the Issuer without further investigation as to its completeness or accuracy.

Issuer shall indemnify, hold harmless and defend Ehlers from and against any damages, costs or other liabilities (including reasonable attorneys' fees) arising from or relating to any breach of this Letter by Issuer, including, but not limited to, damages, costs and other liabilities arising out of any Arbitrage Information received and distributed by Ehlers. Further, in no event shall Ehlers' total aggregate liability under this Letter be more than the amount of fees paid by Issuer to Ehlers during the Term then in effect notwithstanding anything contained herein. In addition, Issuer acknowledges that Ehlers shall not be responsible and/or liable for any errors, misstatements or omissions associated with any arbitrage report or filing form, or for the correction thereof, that was prepared or distributed by any party other than Ehlers. This Letter constitutes the entire agreement between the parties and is intended to supersede all agreements, whether oral or written, between the parties that were entered into relative to the subject matter hereof prior

to the effective date of this Letter. No amendment or modification of this Letter shall be deemed valid unless made in writing and signed by both parties.

This Letter covers the Issuer's current outstanding Obligations and any future Obligations that Ehlers is informed about. If the Issuer agrees to contract with Ehlers for Arbitrage Services, the Issuer must inform Ehlers in writing if they do not want Ehlers to provide Arbitrage services on any currently outstanding and/or future individual Obligations. The Ehlers Election Form for declining the specific obligation(s) is provided in Appendix B.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block below and return a signed copy to us for our records. If, however, you do not wish to engage our services, please note that election and return a copy of this Letter to us.

Please contact me if you have any questions or would like to discuss our engagement further.
Sincerely,

EHLERS & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Stephen H. Broden".

Stephen H. Broden
Arbitrage Managing Director

SO ACCEPTED BY ISSUER

Issuer hereby accepts this Letter and engages Ehlers to provide the services noted herein and executes this Letter as of the date noted below:

By: _____ Title: _____

Name: _____ Date: _____

SO DECLINED BY ISSUER

Issuer hereby acknowledges that it will be responsible for updating and submitting all necessary arbitration reports and filings as may be required of Issuer without the assistance of Ehlers. Issuer further acknowledges and agrees that Ehlers assumes no responsibility for the compilation and/or submission of any such arbitration reports or filings.

By: _____ Title: _____

Name: _____ Date: _____

APPENDIX A

EHLERS ARBITRAGE CONSULTING AND MONITORING AGENT SERVICES AND FEES

Ehlers' arbitration consulting and monitoring services are designed to assist the Issuer in meeting its Tax Code obligations. Depending on the size of a transaction and the total amount of debt outstanding at the time of issuance, different debt issues may be subject to different reporting requirements. Ehlers will provide the services identified below, which are reflective of the Issuer's requirements with the Tax Code. In no event will Ehlers assist Issuer with assessing whether information provided or omitted as part of an analysis will be accepted by the IRS when subject to an audit. If the Issuer accepts this letter and engages Arbitrage Consulting and Monitoring Agent, Ehlers shall provide the following services and charge the following fees:

Background

Since 1986, the Internal Revenue Service ("IRS") has enforced the arbitration provisions of the Internal Revenue Code of 1986 and related Treasury Regulations which requires issuers and borrowers of tax-exempt obligations to confirm exemptions and make timely arbitration payments. Issuers and borrowers often work with third party service providers who can assist with confirmation of exemptions, payments due, payments that should be recovered, and proper processing of related violations. Full arbitration monitoring reporting entities must:

- Maintain adequate training on the requirements and methods associated with the arbitration provisions.
- Retain records for the life of every obligation plus three (3) tax years or the extended period to the life of a refunding obligation plus three (3) tax years. Records must include documents that support the spending of all obligation gross proceeds.
- File IRS 8038-T forms within sixty (60) days of the IRS installment date for an obligation.
- File IRS 8038-R forms with two (2) years of the final maturity date for an obligation.
- Enter the IRS' Voluntary Closing Agreement Program ("VCAP") when violations are not able to be corrected by other means.

Arbitrage Consulting Services

Description of Services

Ehlers agrees to provide Issuer with a specific education on the Tax Code provisions which may include arbitration, accounting, record retention, or even more specific subsections of the Tax Code. Training includes organized review of the IRS' current agent training materials, publications, presentations and related information. Training can be done on-site or offsite via video teleconference. Ehlers can separately agree to provide Issuer with a specific education on the Tax Code provisions that pertain to current or future Issuer Obligations.

Ehlers agrees to provide IRS audit assistance after review of the IDR form which may include preparation of a portion or all of sections of the IDR. Audit assistance for certain IDR forms may have an agreed upon rush fee due to a short response window, complexity of the IDR questions or the need for a power of attorney per Form 2848.

Description of Fees

Ehlers will charge Issuer a fee of \$300 per hour to provide the arbitration consulting services set forth above. Ehlers will invoice Issuer for the amount due. The invoice is due and payable by the Issuer within 60 days of the invoice date.

Arbitrage Monitoring Services

Description of Services

Issuer engages Ehlers to provide the following services in connection with the preparation and distribution of Issuer's arbitrage reports, preparation of IRS filing forms, recommendations in connection with all Obligations of the Issuer subject to the Tax Code and for which arbitrage reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all existing Obligations subject to the Tax Code and having arbitrage requirements. Ehlers shall provide these services for and any future Obligations that Ehlers is informed about. The Issuer must inform Ehlers in writing if they do not want Ehlers to provide Arbitrage services on any currently outstanding and/or future individual Obligations (see Appendix B for the Ehlers Election Form). Ehlers agrees to provide the following services to Issuer:

1. Review the following documents for each obligation:
 - a. Information Return for Tax-Exempt Governmental Obligations (Form 8038-G)
 - b. Tax Compliance Certificates
 - c. Official Statements
 - d. Addendum to Official Statements, if any
 - e. Closing Memorandums, if any
 - f. Post Sales Reports, if any
 - g. Verification Reports, if any
 - h. Prior Arbitrage Calculations, if any
 - i. Trust Indentures, if any
 - j. Credit Enhancement Agreements, if any
2. Calculate the Issuer's arbitrage liability under Section 148(f) of the Internal Revenue Code of 1986, as amended and applicable Treasury regulations in connection with each obligation, including:
 - a. Obtain nonpurpose investment transaction data for all funds related to each obligation
 - b. Review and analyze nonpurpose investment transaction data as required based on the aforementioned documents
 - c. Compute/verify the amount of spend-down penalties payable to the IRS for Obligations applying such provisions
 - d. Confirm the arbitrage yield for each obligation
 - e. Compute/verify the amount of excess earnings, if any, on nonpurpose investments and the value of those earnings as of the applicable computation date
 - f. Determine the rebate amounts and rebate payments due to the IRS, if any
 - g. Compute/verify the yield reduction payments due on yield restricted nonpurpose investments, if any
 - h. Assist with the purchase of State and Local Government Series of U.S. Treasuries for yield restriction of the investments, if necessary
 - i. Prepare arbitrage reports, including computational methods and assumptions used in the analysis and conclusions supporting the calculation
 - j. Prepare IRS Form 8038-T or 8038-R, if required
 - k. Obtain a legal opinion for the arbitrage reports and IRS Form 8038-T or 8038-R, if required
 - l. Deliver arbitrage reports, along with legal opinion and IRS Form 8038-T or 8038-R, if applicable
3. Maintain a system for computing and tracking the arbitrage liability and future arbitrage computation dates, as necessary.
4. Evaluate and make recommendations on record keeping practices for those funds and accounts

subject to arbitrage compliance.

5. Apprise Issuer of any changes in the arbitrage regulations that may occur during the term of this Agreement.
6. Issuer acknowledges that, in its sole discretion, Ehlers may contract with third parties selected by Ehlers for the performance of some of the services to be performed hereunder.

Description of Fees

Ehlers will charge Issuer a base fee per bond year per obligation to determine spending exceptions, bona fide debt service fund exemptions, penalty calculations, rebate amounts and yield reduction payments for all funds related to the Obligations. Depending on the structure of the transaction, certain complexities may require computational work that extends beyond the scope of a standard arbitrage calculation. Conversely, the amount of computational work required to prepare future arbitrage calculations may decrease due to the rapid expenditure of gross proceeds. In such instances, Ehlers will charge additional fees and/or offer discounts in accordance with the fee schedule set forth below.

Base Fee: \$1,500 per bond year

Typical Additions to Base Fee

Commingled funds transferred proceeds, debt service excess, or universal cap analysis	\$200 per hour
IRS Form 8038-T preparation	\$500 per form

Atypical Additions to Base Fee

Variable rate bond analysis	\$200 to \$500 per hour
IRS Form 8038-R preparation	\$500 to \$1,000 per form
Legal opinion	To be determined
Recalculation of prior arbitrage liability	To be negotiated

Discounts to Base Fee

Monitoring of yield restriction only	\$1,000 per year
Monitoring of debt service fund only	\$1,000 per year
Discretionary discounts	To be determined by Ehlers

Adjustments to Base Fee

Gross proceeds spent, review only	\$100 to \$200 per year***
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***This adjustment replaces the Base Fee with the amount listed above for each affected obligation.

Ehlers will invoice Issuer for the amount due. The invoice is due and payable by the Issuer within 60 days of the invoice date.

Limited Arbitrage Review Services

Description of Services

Issuer engages Ehlers to provide the following services in connection with the preparation and distribution of Issuer's arbitrage reviews and recommendations. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all identified Obligations subject to the Tax Code, having arbitrage requirements, and where arbitrage reports or filing forms are not requested. Ehlers shall provide these services for and any future Obligations that Ehlers is informed about. The Issuer must inform Ehlers in writing if they do not want Ehlers to provide Arbitrage services on any currently outstanding and/or future individual Obligations (see Appendix B for the Ehlers Election Form).

Ehlers agrees to provide the following services to Issuer:

1. Review the following documents for each obligation:
 - a. Information Return for Tax-Exempt Governmental Obligations (Form 8038-G)
 - b. Tax Compliance Certificates
 - c. Official Statements
 - d. Addendum to Official Statements, if any
 - e. Closing Memorandums, if any
 - f. Post Sales Reports, if any
 - g. Verification Reports, if any
 - h. Prior Arbitrage Calculations, if any
 - i. Trust Indentures, if any
 - j. Credit Enhancement Agreements, if any
2. Calculate the Issuer's arbitrage liability under Section 148(f) of the Internal Revenue Code of 1986, as amended and applicable Treasury regulations in connection with each obligation, including:
 - a. Obtain nonpurpose investment transaction data for all funds related to each obligation
 - b. Review and analyze nonpurpose investment transaction data as required based on the aforementioned documents
 - c. Compute/verify the amount of spend-down penalties payable to the IRS for Obligations applying such provisions
 - d. Compute/verify the amount of excess earnings, if any, on nonpurpose investments
 - e. Prepare arbitrage reviews, including computational methods and assumptions used in the analysis and conclusions supporting the review
3. Maintain a system for computing and tracking the arbitrage review status and future arbitrage computation dates, as necessary.
4. Evaluate and make recommendations on record keeping practices for those funds and accounts subject to arbitrage compliance.

Description of Fees

Ehlers will charge Issuer a review fee per obligation to determine spending exceptions, bona fide debt service fund exemptions, rebate and yield restriction amounts for all funds related to the Obligations. Ehlers will charge fees in accordance with the fee schedule set forth below.

Base fee \$1,000 per review

Adjustments to Base Fee

Gross proceeds spent, review only \$100 to \$200 per year***

***This adjustment replaces the Base Fee with the amount listed above for each affected obligation.

Ehlers will invoice Issuer for the amount due. The invoice is due and payable by the Issuer within 60 days of the invoice date.

Future Fee Changes

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date.

APPENDIX B

ELECTION REGARDING ARBITRAGE MONITORING SERVICES

Roseau County, Minnesota
606 5th Ave SW, Rm 160
Roseau Minnesota 56751
Attention:

For the following Obligation(s)

Obligation Par Amount and Legal Name

Roseau County, Minnesota ("Issuer") has issued the above-referenced obligation(s) which is/are subject to the arbitrage provisions of the Internal Revenue Code of 1986 and related Treasury regulations. Issuer has elected not to retain Ehlers & Associates, Inc. ("Ehlers") to assist it in complying with the aforementioned arbitrage requirements. Ehlers shall have no liability to Issuer with respect to Issuer's actions or omissions involving the arbitrage provisions of the Internal Revenue Code of 1986 and related Treasury regulations.

Executed this ___ day of _____, 20__

By: _____ Title: _____

Name: _____ Date: _____

Upcoming Arbitrage Consulting Work

Delivery Date	Original PAR Amount	Issue Name	Arbitrage Consulting Type	Next Report Type	Next Report Date	Next Report Budget
05/30/2012	\$4,435,000.00	General Obligation Jail Refunding Bonds, Series 2012A	Private Use Audit	IDR	1/3/2020	\$1,500 - 3,000



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
12900 N. Meridian Street, Suite 360
Hamilton Crossing IV
Carmel, IN 46032

County of Roseau, Minnesota
Attn: Diane Gregerson, County Treasurer
606 5th Ave. SW, Room 140
Roseau, MN 56751

Date:
11/21/2019
Person to contact / ID number:
Carol Duff
Employee ID number: 229902
Contact telephone number:
(317) 581-5732
Contact fax number:
(855) 224-2070
Manager's name / ID number:
Paul Kline
Manager ID number: 270983
Manager's telephone number:
(216) 750-6641
Form:
8038-G
Issue date:
5/30/2012

Re: \$4,435,000 Roseau County, Minnesota General Obligation Jail Refunding Bonds, Series 2012A

Dear Ms. Gregerson:

Why you're receiving this letter

We selected your debt issuance named above (Bonds) for audit.

Why we selected this debt issuance

We routinely examine municipal debt issuances to determine compliance with federal tax requirements. There are several ways we select a municipal debt issuance for examination. We may select it as part of an initiative, project or referral, due to a questionable or unusual item on the return, or as a random selection. We use a centralized case selection and review process to enhance consistency of enforcement activities, and to focus resources on areas having the most positive impact on municipal debt issuances. Our tasks include identifying areas of noncompliance, developing corrective strategies, and assisting with those strategies.

Information document request

We are enclosing Form 4564, *Information Document Request*, listing the items I need to conduct the audit. If you have questions about this request, need more time to provide certain items, or want to suggest alternatives to certain documents or information, you can call me.

Your rights as a taxpayer

Publication 1, *Your Rights as a Taxpayer*, includes information about your rights as a taxpayer, the audit process, and procedures required for third-party contacts. Take a few minutes to read it. Some aspects of audits of tax-advantaged Bonds are different from those described in Publication 1.

Audit process

I'll review the information you provide and contact you with any questions I have or if I need additional information. I may need to interview someone familiar with the Bonds. If I need to tour the bond-financed facilities, I'll schedule a visit with you.

After completing my review, I'll discuss my findings with you and explain if the tax-advantaged status of your Bonds is affected. Many cases involve no proposed changes to the Bonds' status. If I find potential problems with the Bonds' qualification, I'll explain your options to resolve the problems without affecting the holders of the Bonds.

If you don't agree with my determination, I'll prepare written findings and explain the appeal procedures. You can request a conference with my manager or an IRS Appeals official because a final adverse determination may impact the holders of the Bonds.

Representation

The IRS handles your tax return information, including this audit, confidentially. You can have someone represent you during any part of the audit, or you can authorize me to disclose information to another party who is not your representative. If you want someone to represent you, provide a completed Form 2848, *Power of Attorney and Declaration of Representative*, to me. If you want to authorize someone else to receive confidential information during this audit, provide a completed Form 8821, *Tax Information Authorization*, to me. Both Forms 2848 and 8821 are available at www.irs.gov/forms-&-pubs. I enclosed special instructions to assist you in completing the **Taxpayer Information** and **Tax Matters** sections of Forms 2848 and 8821 for municipal debt issuances.

Communication

You can call me to discuss any potential issues and keep me informed of unavoidable delays, and I'll do likewise. The audit will proceed faster if we address questions and concerns, and provide information to each other in a timely manner. You can also speak to my manager at any time. My manager's name and telephone number are listed at the top of this letter.

Thank you for your cooperation in this matter.

Sincerely,



Carol Duff

Internal Revenue Agent, Tax Exempt Bonds

Enclosures:

Form 4564

Publication 1

Publication 5295

Secure Message Agreement

Supplemental instructions for completing Form 2848 or 8821

Form 4564	Department of the Treasury Internal Revenue Service Information Document Request	Request Number 01
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To: County of Roseau, MN	Subject: Examination of the tax-advantaged status of the Series X Bonds
	Submitted to: Diane Gregerson, County Treasurer
	Dates of Previous Requests: None

Description of Documents Requested:

Re: \$4,435,000 Roseau County, Minnesota General Obligation Jail Refunding Bonds, Series 2012A (the "Bonds")

Please provide the following requested information by the date indicated below. If you have questions about the information requested or you will not be able to provide the information by the date specified, please contact the requestor identified below. Providing as many of the documents as possible on a USB drive, although not required, will facilitate the examination process. Also, refer to the enclosed IRS Secure Messaging flyer. If you are interested in giving Secure Messaging a try, please contact requestor at the phone number listed below for further details.

GENERAL

- (1) Description of the current status of the Bonds (i.e., outstanding, retired, refunded, defeased, etc.). **If the Bonds are no longer outstanding, before gathering information requested below, first contact the requestor as soon as possible.**
- (2) If any of the Bonds have been partially or totally refunded, identify the CUSIP numbers and provide copies of the Form 8038-G (or Form 8038, if applicable) and Official Statements if not available on the MSRB-EMMA website for the refunding bonds, and any verification report created if the refunding transaction was an advance refunding.
- (3) Schedule of interest and principal payments on the Bonds from issuance to maturity. If the bonds are variable rate bonds, provide this information from the issue date to the most recent interest payment date.

Information Due By	Jan. 3, 2020	At Next Appointment	Mail In	X
FROM	Name and Title of Requestor Carol Duff, Internal Revenue Agent, Employee #229902			Date: 11/21/2019
	Office Location: Internal Revenue Service 12900 N. Meridian St., Suite 360 Hamilton Crossing IV Carmel, IN 46032	Phone: 317-581-5732 Fax: 855-224-2070 Email: carol.duff@irs.gov	Page 1	

Form 4564	Department of the Treasury Internal Revenue Service Information Document Request	Request Number 01
To: County of Roseau, MN		Subject: Examination of the tax- advantaged status of the Series X Bonds
		Submitted to: Diane Gregerson, County Treasurer
		Dates of Previous Requests: None

Description of Documents Requested:

- (4) Complete copy of Bond transcript.
- (5) Copies of all amendments, including extensions of term, to the documents contained in the Bond transcript(s) (i.e. trust indenture, loan agreements, management contracts, etc.)
- (6) If any material event notices have been posted with respect to the Bonds, provide details and copies of such notices.
- (7) Copy of Official Statement for the County's \$6,100,000 General Obligation Jail Bonds, Series 2006A, dated 4/20/2006 that these Bonds advance refunded.

USE OF PROCEEDS

- (8) Schedule of the cost of issuance for the Bonds, identifying the parties to the transaction, the amount of payment to each and a description of the source of the payment.
- (9) A list of funds established by the trust indenture and the closing instructions indicating the initial deposit into each fund.
- (10) A description of the accounting method used to account for gross proceeds, investments, and expenditures of this bond issue and how this accounting method is reflected in the issuer's books and records. (Note: If an issuer fails to maintain books and records sufficient to establish the accounting method used for an issue

Information Due By	Jan. 3, 2020	At Next Appointment	<input type="checkbox"/>	Mail In	<input checked="" type="checkbox"/>
FROM	Name and Title of Requestor Carol Duff, Internal Revenue Agent, Employee #229902				Date: 11/21/2019
	Office Location: Internal Revenue Service 12900 N. Meridian St., Suite 360 Hamilton Crossing IV Carmel, IN 46032	Phone: 317-581-5732 Fax: 855-224-2070 Email: carol.duff@irs.gov	Page 2		

Form 4564	Department of the Treasury Internal Revenue Service Information Document Request	Request Number 01
To: County of Roseau, MN	Subject: Examination of the tax- advantaged status of the Series X Bonds	
	Submitted to: Diane Gregerson, County Treasurer	
	Dates of Previous Requests: None	

Description of Documents Requested:

and the allocation of the proceeds of that issue, the specific tracing method is to be used.)

- (11) Copy of trust accounts for each fund established under the trust indenture.
- (12) A description of any bona fide deviations from the accounting method used. If none, please indicate that.
- (13) A detailed listing of the facilities and assets acquired with Bond proceeds. The information should include the date assets were acquired, the date assets were placed in service and the total cost of each asset financed with the Bonds. If funding other than Bond proceeds was also used for the project, please provide allocation of assets between Bond financing and other sources of funding.
- (14) Copies of any project proposals, feasibility studies, and economic projection analysis, prepared and/or used in the project approval process.
- (15) Copies of meeting minutes of the Issuer and other related entities or any party to an intergovernmental agreement with the Issuer or related entities wherein there is discussion or approval of the bond finance facility or the need therefor, feasibility of the facility, planning of the facility construction or issuance of the Bonds.
- (16) Are there unspent proceeds remaining? If so, please provide an explanation of the original intended use of such proceeds and the current plans for using the proceeds.
- (17) If any assets acquired with proceeds of the Bonds have been sold or otherwise disposed of, indicate the amount of proceeds related to any sale or disposition.

Information Due By	<u>Jan. 3, 2020</u>	At Next Appointment	<input type="checkbox"/>	Mail In	<input checked="" type="checkbox"/>
FROM	Name and Title of Requestor Carol Duff, Internal Revenue Agent, Employee #229902				Date: 11/21/2019
	Office Location: Internal Revenue Service 12900 N. Meridian St., Suite 360 Hamilton Crossing IV Carmel, IN 46032	Phone: 317-581-5732 Fax: 855-224-2070 Email: carol.duff@irs.gov	Page 3		

Form 4564	Department of the Treasury Internal Revenue Service Information Document Request	Request Number 01
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To: County of Roseau, MN	Subject: Examination of the tax-advantaged status of the Series X Bonds
	Submitted to: Diane Gregerson, County Treasurer
	Dates of Previous Requests: None

Description of Documents Requested:

Also, indicate how and when the funds or other assets received from such sale or disposition were used. Were any remedial actions taken with respect to such sale or disposition pursuant to section 1.141-12 of the Income Tax Regulations?

PRIVATE BUSINESS USE

- (18) Complete copy, including amendments, modifications, and extensions, of all, if any, lease agreements, operation agreements, management contracts, service contracts and other agreements and/or contracts, by whatever name, entered into regarding the operation and use of the facilities financed with the Bond proceeds.
- (19) Complete copy, including amendments, of all, if any, partnership, joint venture, or other shared agreement arrangements entered into regarding the facilities financed with the Bond proceeds.
- (20) Complete copy, including amendments, modifications, and extensions, of all, if any, Intergovernmental Service Agreements entered into regarding the facilities financed with the Bond proceeds.
- (21) Copy of Bond financed facility periodic (preferably monthly) occupancy records for period from date placed in service through the most recent month end.
- (22) Copy of billing invoices issued with respect to the use of the facility for the period from date placed in service through the most recent month end available.
- (23) For all private use of the facilities financed with the Bond proceeds, as defined by

Information Due By	Jan. 3, 2020	At Next Appointment	Mail In	X
FROM	Name and Title of Requestor Carol Duff, Internal Revenue Agent, Employee #229902			Date: 11/21/2019
	Office Location: Internal Revenue Service 12900 N. Meridian St., Suite 360 Hamilton Crossing IV Carmel, IN 46032	Phone: 317-581-5732 Fax: 855-224-2070 Email: carol.duff@irs.gov	Page 4	

Form 4564	Department of the Treasury Internal Revenue Service Information Document Request	Request Number 01
To: County of Roseau, MN	Subject: Examination of the tax- advantaged status of the Series X Bonds	
	Submitted to: Diane Gregerson, County Treasurer	
	Dates of Previous Requests: None	

Description of Documents Requested:

Internal Revenue Code § 141 and Treasury Regulation § 1.141-3, provide a schedule showing the name of the private user, the percentage of the facilities used by each, the term of the private use, and the amount of compensation received for use of the space.

POWER OF ATTORNEY

- (24) If you intend to have a representative participate in this examination, please complete and mail, email or fax Form 2848. (See enclosure on proper completion of Form 2848 for tax exempt bond examinations.)
- (25) If proceeds of the Bonds were loaned to a conduit borrower (the "Borrower") and you want the Borrower, or a representative of the Borrower, to participate in this examination, please provide a completed Form 8821, Tax Information Authorization, or a Form 2848, Power of Attorney, for such person(s).

The information requested above is to assist us in determining compliance of your bond issue with the relevant tax-exempt bond provisions of IRC sections 103, and 141 through 150 of the Internal Revenue Code. Additional information may be requested later, if needed.

The information you provide will be reviewed and I will advise you whether your response is complete within 10 business days of receipt.

Information Due By	Jan. 3, 2020	At Next Appointment	Mail In	X
FROM	Name and Title of Requestor Carol Duff, Internal Revenue Agent, Employee #229902			Date: 11/21/2019
	Office Location: Internal Revenue Service 12900 N. Meridian St., Suite 360 Hamilton Crossing IV Carmel, IN 46032	Phone: 317-581-5732 Fax: 855-224-2070 Email: carol.duff@irs.gov	Page 5	



Roseau County Request for Board Action

Agenda Item #: Committee Reports 1a <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Credit Card Committee
Subject Title (as it will appear on the Agenda): Credit Card Policy Update	Presenter: Diane M. Gregerson	
	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: The Committee is requesting Board approval of the revised Credit Card Policy and new Credit Card Expense Reimbursement Form (see attachments).		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input checked="" type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Credit Card Policy

I. Purpose:

The purpose of this policy is to meet the State of Minnesota Office of the State Auditor recommendations regarding credit card use and policies which includes: the development of a comprehensive credit card policy that meets statutory requirements, good management practices, and includes internal control procedures.

It is further designed to provide Employees with clear information regarding the appropriate use of County issued credit cards.

II. Scope:

This policy applies to all County departments, officers, and employees.

III. Background

Per Minnesota Stat. 375.171 on December 27, 2006, the Roseau County Board approved the use of a county credit card by county officers and employees to make authorized purchases on behalf of the county.

IV. Authorization

The County Auditor and County Treasurer shall serve as Program Administrators of the county credit card.

A county credit card issued to an employee may be used by the employee for **approved** purchases and is **not transferable**. If a county officer or employee makes a purchase by credit card that is not approved by the County Board, the officer or employee is personally liable for the amount of the purchase. Unauthorized use of a County authorized credit card by any county employee or non-authorized individual may be subject to prosecution and disciplinary action as deemed appropriate up to and including termination.

V. Controls

The County Board, in consultation with Department Heads, sets the credit limit of each card. In general, cards issued to department heads are set with a \$5,000 limit, cards issued to County Commissioners are set with a \$2,500 limit, and cards issued to all other employees are set with a \$1,000 limit.

- Credit card users must complete a credit card agreement prior to use.
- Credit card users must submit a Credit Card Purchase Claim Voucher along with original itemized receipts to the Auditor's Office within 7 days of the incurred expense. In the event of an exceptional circumstance of an impossible means of providing a receipt, the card user may complete a Miscellaneous Expense Reimbursement form in lieu of the itemized receipt.
- Department Heads are responsible for canceling lost or stolen credit cards issued to their department employees and immediately notifying the Program Administrators.

- Upon separation of employment, or employee transfer to a different department, the department head must return the employee credit card to the Program Administrators for cancellation

VI. Eligible Uses:

The credit card may be used to:

- Guarantee rooms for conferences and or meeting attendance
- Purchase lodging and meals while attending authorized **overnight** meetings or trainings
- Pay registration fees for approved meetings or conferences
- Purchase supplies and/or materials when purchase of the item by credit card is more timely and or cost effective than if purchased by a county warrant
- Purchase airline tickets to attend authorized meetings or trainings
- Gasoline for county vehicles

VII. Ineligible Uses:

The credit card MAY NOT be used for:

- Personal purchases
- Gasoline for a personal vehicle
- Cash advance
- Alcoholic beverages
- Meals without overnight lodging (per IRS Regulation these must be run through payroll)
- Personal Telephone calls
- Other items as stated in the Roseau County Employees Personnel Policy

VIII. Monthly Reconciliation

Credit card receipts must be reconciled with the monthly billing statement prior to payment. The Treasurer's Office will receive a billing statement from the credit card company with a list of purchases made by the Department or its Employee(s) and will reconcile the statement to the submitted Credit Card Purchase Claim Voucher. All County credit card holders are responsible for insuring that the credit card purchase claim voucher and receipts/forms have been submitted to the Auditor's Office within seven days of the incurred expense. Receipts not submitted within thirty days (30) of the incurred expense will be deducted from the employee's paycheck. This allows for the billing statement to be reconciled in a timely manner.

IX. Payment

Credit card bills will be paid as Commissioner Warrants and approved during regularly scheduled Board meetings. **The Board of Commissioners will not approve payment of credit card purchases that have not been verified and reconciled.** Employees are personally liable for all fees and service charges due to late processing of the credit card billing. The Auditor's office maintains a file of all original credit card statements.



Miscellaneous Credit Card Expense Reimbursement Form

Employee Name _____ Department _____

Instructions: This form is used to provide information on exceptional circumstances of expenses as required by the Roseau County Credit Card Policy. This reimbursement form should only be used in circumstances when an itemized receipt is not possible to obtain.

Complete the section below and submit this form to the Roseau County Auditor's office within 7 days of the credit card charge. If no itemized receipt is possible to attach, please complete full detailed explanation below. Two signatures are required on form. (Employee & Supervisor or Department Head & County Board Chair.)

Explanation of Non-Itemized Receipt: Enter the **Date, Merchant name, City, State, Amount paid** and **what expense is being claimed**. Describe why an itemized receipt was not obtained for each expense claimed, e.g., (vendor unwilling/unable to provide, etc.).

I declare that an itemized receipt was not obtainable for this expense.

I declare that the expense(s) described above and claimed are correct and allowed by applicable policy of Roseau County. I declare the expense was incurred for authorized charges during approved dates and times; incurred and are necessary to in the performance of official duties and necessary for the County of Roseau. No reimbursement for the above expense(s) have been obtained to date.

Employee Signature _____

Date _____

Supervisor Signature _____

Date _____

Roseau County Board Chair _____

Date _____



Roseau County Request for Board Action

Agenda Item #: County Board 1 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: City of Greenbush
Subject Title (as it will appear on the Agenda): City of Greenbush – Sponsoring Resolution Request	Presenter: Anita Locken	
	Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input checked="" 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: The City of Greenbush is seeking MnDOT Transportation Alternatives funding for development of a multi-use path/trail. In order to do so, they need the County to sponsor this project on their behalf.		
Background: The County has sponsored a number of local projects in the past, (Safe Routes to School program, etc). There is no commitment of County funding; however, the County (Auditor's Office) would act as a "pass through" by accepting the State funding and reallocating it back to the City.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Request for Board Action

Agenda Item #: County Board Item 2 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Coordinator
Subject Title (as it will appear on the Agenda): Aquatic Invasive Species (AIS) Resolution		Presenter: Jeff Pelowski
		Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Requesting approval of the attached Resolution specifying that the 2019 AIS funding was utilized according to the attached 2019 AIS Workplan.		
Background: In 2019, the State allocated \$53,847.00 to continue the County's program to prevent the spread of AIS. The State requires a Resolution to specify how the funds were utilized.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

Roseau County Aquatic Invasive Species Prevention Program Work Plan

The purpose of the Roseau County Invasive Species Prevention Program is to identify, educate and control or eradicate aquatic invasive species through Watercraft Inspections, Treatment Measures and Public Education. Early detection is especially crucial for invasive weed species that are highly aggressive. Ultimately, the hope is to prevent the introduction or limit the spread of Aquatic Invasive Species at all access sites within the County.

The goals of the program are being accomplished by inspecting and mapping all locations within the County's legal ditch systems, rivers, and streams in which aquatic invasive weed species are known to exist. This mapping will provide real time location information on a GIS layer, the control and management methods that are being used, and also to monitor program effectiveness through follow-up inspections.

Roseau County in partnership with the Roseau Soil and Water Conservation District will continue to coordinate planning schedules and manage logistics to allow the most efficient control methods. We will continue to be very proactive in the development of educational material for the public and the school systems on all aquatic invasive species.

Roseau County SWCD will continue to partner with Lake of the Woods SWCD to coordinate and implement the Watercraft Inspectors Program to inspect watercraft that are entering Lake of the Woods. Public awareness is one of the best methods for prevention and early detection of undesirable invasive species.

Roseau County will continue to enter into a Memorandum of Understanding with the Roseau Soil and Water Conservation District to assist in the implementation of the Aquatic Invasive Species Prevention Program.



Roseau County Request for Board Action

Agenda Item #: County Board 3 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Attorney / SWCD
Subject Title (as it will appear on the Agenda): Lake of the Woods One Watershed One Plan (1W1P) – Joint Powers Agreement (JPA)	Presenter: Kristy Kjos	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval of the attached JPA.		
Background: This item was previously discussed at the December 3, 2019 Board Work Session.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

JOINT POWERS AGREEMENT FOR THE LAKE OF THE WOODS WATERSHED JOINT POWERS BOARD

Article 1 Enabling Authority

This Joint Powers Agreement is made by and between the political subdivisions organized and existing under the Constitution of laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party" which are signatories to this "Agreement." The Parties include:

The Counties of Lake of the Woods and Roseau (Counties) by and through their respective County Board of Commissioners, and

The Lake of the Woods and Roseau County Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Board of Supervisors, and

The Warroad River Watershed District (WRWD), by and through its Board of Managers,

WHEREAS, Minnesota Statutes § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting Parties; and

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Watershed District of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to conserve the natural resources of the state by land use planning, flood control, and other conservation projects by using sound scientific principles for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapter 103B, 103D, 103E and as otherwise provided by law; and

WHEREAS, the Parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Lake of the Woods Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D and with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, pursuant to Minnesota Statutes Section 103B.101 Subd. 14, the Board of Water and Soil Resources (BWSR) "may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B, 103C,

or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan,” also known as the “One Watershed, One Plan”; and

WHEREAS, the Parties previously entered into a Memorandum of Agreement for the purpose of planning the One Watershed, One Plan for the Lake of the Woods Watershed, and the Parties have now formed this Agreement for the specific goal of implementing the One Watershed, One Plan for the Lake of the Woods Watershed.

WHEREAS, it is understood by all the Parties to this Agreement that the One Watershed, One Plan for the Lake of the Woods Watershed Planning Area does not replace or supplant local land use, planning, or zoning authority.

WHEREAS, it is understood by all Parties to this Agreement that the One Watershed, One Plan for the Lake of the Woods Watershed Planning Area is intended to provide a framework for consistency and cooperation on a watershed basis and to allow local governments to cooperatively work together to implement projects with the highest return on investment for improving water quality/quantity issues on a watershed basis.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive here from, all Parties hereby enter into this Joint Powers Agreement for the purposes herein.

NOW, THEREFORE, the Parties hereto agree as follows:

Article 2

Purpose

The Parties to this Agreement recognize that a guiding principle of One Watershed, One Plan is that One Watershed, One Plan implementation will be accomplished through formal agreements among participating local governments on how to manage and operate the watershed. The Parties to this Agreement acknowledge that the purpose of this principle is to provide assurances that decision-making spanning political boundaries is supported by an in-writing commitment from participants. The Parties’ desire to establish a mechanism whereby they may jointly exercise powers common to each participating Party on the following:

- 2.1 Exercise leadership in the development of policies, programs and projects that will promote the accomplishment of the purposes found at Minnesota Statutes § 103B, including the preparation, adoption and implementation of the plan required by Minnesota Statutes § 103B.801 for the Lake of the Woods Watershed Planning Area and
- 2.2 Guide and assist the Parties in acting jointly and individually to take actions that will promote the goals listed in Minnesota Statutes §103B.801 and fulfill their responsibilities under Chapter 103B.
- 2.3 Provide other similar or related services and programs as determined by the Board.
- 2.4 Establish procedures to add qualifying Parties to this Agreement.
- 2.5 Establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objective of the Parties.

Article 3

Name

The Parties working together for the purpose of planning the One Watershed, One Plan for the Lake of the Woods Watershed (Attachment A), known collectively as the "Lake of the Woods Watershed Planning Group" under the Memorandum of Agreement, now establish, through this Agreement, the process for governance of the implementation of the plan as they continue to recognize the importance of partnerships to plan and implement protection and restoration efforts for the Lake of the Woods Watershed. Parties signing this Agreement will continue to be collectively referred to as the "Lake of the Woods Watershed Joint Powers Board" (hereafter, referred to as "the Board") and are partnering together in the form of this Agreement pursuant of the cooperative authority contained in Minnesota Statutes Section 471.59.

Article 4

Agreement to Participate

- 4.1 **Charter Members:** A qualifying Party within the Lake of the Woods Watershed that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a participating Party of this Agreement shall indicate its intent by adoption of a governing board resolution to join the Lake of the Woods Watershed Joint Powers Board.
- 4.2 **Adding Additional Parties:** A qualifying Party within the Lake of the Woods Watershed that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a participating Party of this Agreement shall indicate its intent by adoption of a governing board resolution to join the Lake of the Woods Watershed Joint Powers Board. An amendment of this Agreement is needed to add an additional Party.
- 4.3 **Compliance:** A Party agrees to abide by the terms and conditions of the Agreement; including but not limited to the Joint Powers Agreement, bylaws, policies and procedures adopted by the Board.

Article 5

Governance

- 5.1 **Governing Board:** A governing board shall be formed to oversee the operations of the Lake of the Woods Watershed Joint Powers Board and shall be known as the Board.
 - 5.1.1 **Membership:** The Board shall be comprised of up to five (5) qualifying Parties with charter membership composed of the following eligible members: one (1) County Commissioner from each qualifying County, one (1) Soil and Water Conservation District Supervisor from each qualifying SWCD, and one (1) Manager from the qualifying Watershed District. The respective individual representatives are designated by the governing board of each participating Party. If a new Party joins the Joint Powers Agreement, the Party shall appoint one of its board members to serve as a representative on the Board. Each participating Party may designate alternates to serve on the Board.

5.1.2 Terms: Each representative shall be appointed for a two-year term, with the ability of a Party to appoint a representative for successive terms. In the event that a representative was not appointed by the governing board of each respective Party or prior to expiration of the representative's term, the incumbent representative shall serve until a successor has been appointed.

5.1.3 Vacancies: If a representative resigns or is otherwise unable to complete a term on the Board because of the circumstance outlined in Minnesota Statutes §351.02 exist or if a representative fails to qualify or act as a representative, the Board will advise the appointing authority of the vacancy as soon as practicable and the vacancy will be filled according to the requirements of the respective local unit of government.

5.1.4 Officers of the Board: The Board shall elect officers from its membership. Duties and terms shall be defined in the Board bylaws.

5.1.5 Meetings: The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).

5.1.6 Quorum: A quorum of the Board shall consist of a simple majority of the members.

5.1.7 Voting: Each representative who is present shall be entitled to one vote.

A motion or resolution shall be approved by a favorable vote of a simple majority of the members present, provide enough members are present to make a quorum.

A simple majority vote of the full Board can approve One Watershed, One Plan Implementation Work Plans.

A supermajority vote of 75 percent of all members shall be required for amendments to the One Watershed, One Plan or changes to the Board bylaws.

5.1.8 Staff: The Board shall not have authority to hire staff. Any staff providing services in conjunction with this agreement shall remain an employee of their respective Party.

5.2 Bylaws: The Board shall have the power to adopt and amend such bylaws that it may deem necessary or desirable for the conduct of its business. Such bylaws shall be consistent with this Agreement and any applicable laws or regulations. (See 5.1.7 for amending Board bylaws)

5.3 Joint Powers Entity Agreement Amendments: The Joint Powers Entity Agreement may be amended from time to time as deemed necessary. Amendments to this Agreement shall be effective only if they are by resolution and approved by all Parties.

Article 6

Duties of the Board

The Board shall have the responsibility to prepare, adopt and implement a plan for the Lake of the Woods Watershed Planning Area that meets the requirements of Minnesota Statutes § 103B.801.

Version 11/19/2019 Final

Article 7

Powers of the Board

7.1 General Powers: The Board is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform all duties described herein. Such authority shall include, but not be limited to, authority and responsibility to oversee revenues and expenditures.

7.2 Specific Powers:

7.2.1 Contracts: The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. Additionally, the Board may enter into agreements pursuant to Minnesota Statutes § 471.59. The Board may approve any contract consistent with goals of the Board and may authorize its chair to execute these contracts.

The Board shall pay for services performed consistent with the purpose of this Agreement. No payment on any invoice for services performed by a Party, consultant, contractor, or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by the Board. The Board may develop a process to expedite payment of invoices, but any such payments shall be ratified by the Board at their next meeting.

7.2.2 Funds: The Board may disburse funds in a manner which is consistent with the Agreement and with the method provided by law for the disbursement of funds by the Parties to this Agreement. The Board may apply for and accept gifts, grants or assistance from the United States government, the State of Minnesota, any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold use and dispose of such gift or grant or assistance in accordance with the terms relating thereto.

7.2.2.1 Debts: The Board may not incur debts.

7.2.2.2 Accountability: All funds shall be accounted for according to generally accepted accounting principles.

7.2.3 Insurance: The Board shall obtain liability insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for action of the Board and its members arising out of this Agreement.

7.2.4 Personal and Real Property: The Board has no authority to purchase personal or real property. Any personal property provided to a Party through grant funds to accomplish the goals of the One Watershed, One Plan, shall be owned by that Party.

7.2.5 Reservation of Authority: All responsibility not specifically set out to be jointly exercised by the Board under this agreement are hereby reserved to the respective governing bodies of the Parties.

7.2.6 Coordinator(s) and Fiscal Agent: The Board shall appoint Lake of the Woods One Watershed, One Plan coordinator(s) and a fiscal agent. These roles are to be defined in the Board bylaws.

7.2.7 Committees and Work Groups: The Board can form committees and work groups. Such committees and groups include the Advisory Committee and the Implementation Committee. The roles of Advisory Committee and the Implementation Committee are defined in the Board bylaws.

Article 8

Indemnification and Hold Harmless

8.1 Applicability: The Board shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.

8.2 Indemnification and Hold Harmless: The Board shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Article 9

Term

This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article 1.

The Agreement shall be in effect only with respect to the Parties who have approved and signed it.

Article 10

Withdrawal and Termination

10.1 Procedure for Parties to Leave Membership of the Agreement: A Party may withdraw from the Board by indicating its intent in writing to the Board in the form of an official board resolution. Notice must be made

180 days in advance of leaving the Board. A withdrawing Party shall not be entitled to the distribution of any assets or funds. A Party that leaves the membership of the Agreement remains obligated to complying with the terms of any grants the Board has at the time of the Party's notice to leave membership and is obligated until the grant has ended. In the event of a withdrawal by any Party, this Agreement shall remain in full force and effect as to all remaining Parties.

10.2 Termination: The Parties anticipate that this Agreement will remain in full force and effect until canceled by all Parties, unless otherwise terminated in accordance with law or other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statutes Section 471.59, Subd. 5 after the purpose of the Agreement has been completed.

10.2.1 Distribution of Assets: At the time of termination, any property owned by the Joint Powers Entity and any surplus monies remaining shall be divided pro-rata in proportion to the contributions of the several contracting Parties. If no contributions have been made, the assets and surplus monies shall be divided equally among the Parties. See article 7.2.4

Article 11 Counterparts

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Partner: Lake of the Woods County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Auditor Date

APPROVED AS TO EXECUTION

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Partner: Roseau County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Auditor Date

APPROVED AS TO EXECUTION

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Partner: Roseau County Soil and Water Conservation District

APPROVED:

BY: John Baklund 12-10-19
Board Chair Date

BY: Scott Johnson 12-10-19
District Manager Date

APPROVED AS TO EXECUTION

BY: [Signature] 12-16-19
County Attorney Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Partner: Warroad River Watershed District

APPROVED:

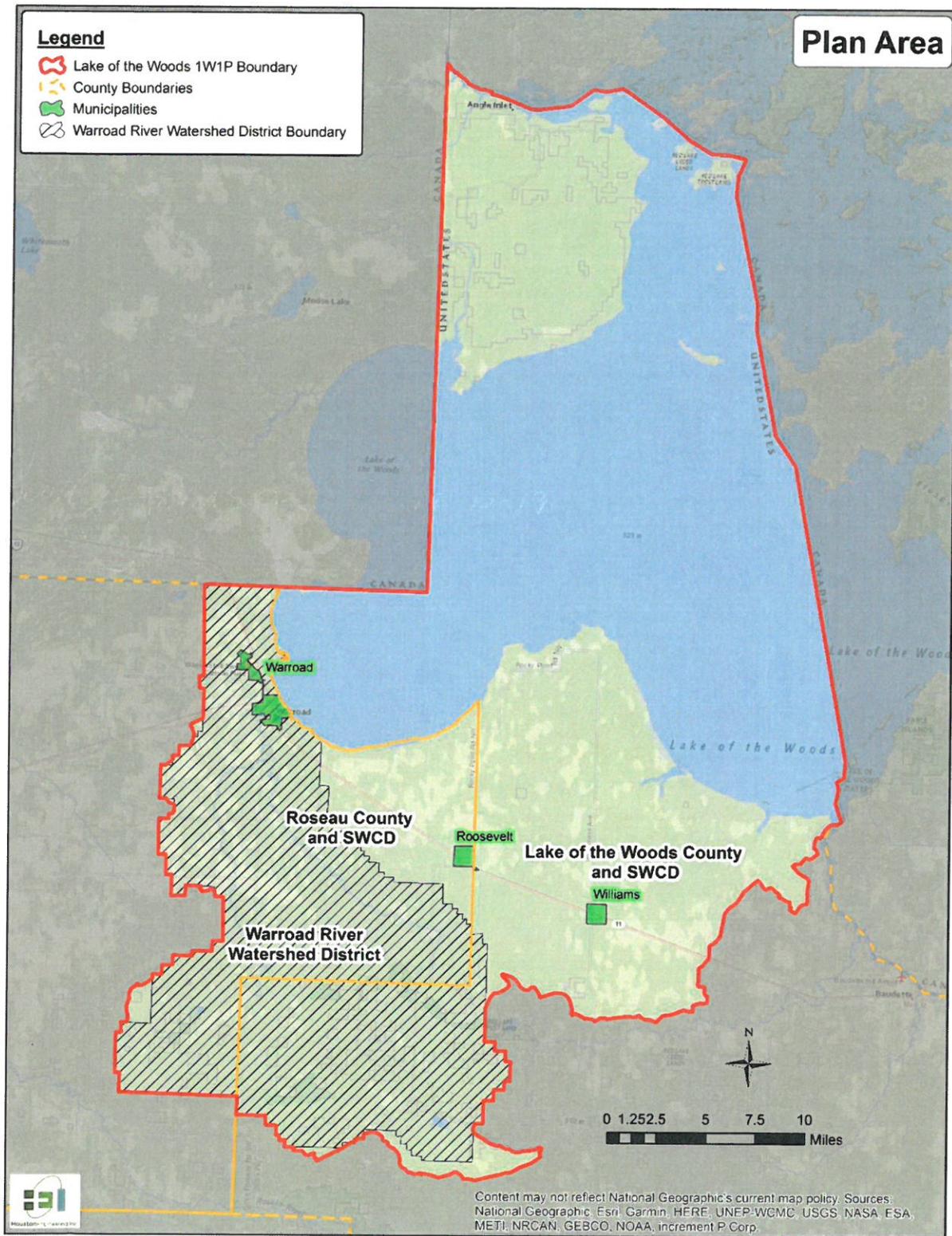
BY: William R. Thompson 11/26/19
Board Chair Date

BY: Keith Landa 11-26-19
District Administrator / Treasurer Date

APPROVED AS TO EXECUTION

BY: [Signature] 12-16-19
County Attorney Date

Attachment A: Map of the Lake of the Woods Watershed





Roseau County Request for Board Action

Agenda Item #: County Board 4 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Roseau County SWCD
Subject Title (as it will appear on the Agenda): Lake of the Woods One Watershed One Plan (1W1P) Adoption	Presenter: Janine Lovold	
	Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval of the attached Resolution which officially adopts the Lake of the Woods 1W1P.		
<p>Background: The MN Board of Soil & Water Resources (BWSR) approved the Plan on September 25, 2019. The Plan will be in effect until September 25, 2029. The Plan partners (Roseau County included) must adopt, and begin implementation, of the Plan within 120 days of the BWSR approval date.</p> <p><u>NOTE:</u> The Plan Executive Summary has also been included as an attachment to provide an overview of the planning area and goals outlined in the Plan.</p>		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting:		
<input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

**Resolution to Adopt and Implement
the Lake of the Woods
Comprehensive Watershed Management Plan**

Whereas, the Roseau County has been notified by the Minnesota Board of Water and Soil Resources that the Lake of the Woods Comprehensive Watershed Management Plan has been approved according to Minnesota Statutes §103B.801 and Board Resolution #16-17:

Now; Therefore, Be it Resolved, the county hereby adopts and will begin implementation of the approved Comprehensive Watershed Management Plan for the area of the county identified on the attached Plan Area Map.

Be it Further Resolved after the adoption of the Plan, the county shall amend existing water and related land resources plans and official controls as necessary to conform them to the Comprehensive Watershed Management Plan.

Be it Further Resolved after the adoption of the Comprehensive Watershed Management Plan or amendments to the plan, Roseau County shall notify local units of government within the county. The local units of government are required to submit existing water and related land resources plans and official controls within 90 days to the county for review as per Minnesota Statutes, Section 103B.321.

Be it Further Resolved that within 180 days, the county shall review the submitted plans and official controls and identify any inconsistencies between the local plans and official controls and the Comprehensive Watershed Management Plan. The Roseau County shall specify applicable and necessary measures to bring the local plans and official controls into conformance with the Comprehensive Watershed Management Plan.

Be it Further Resolved if a local unit of government disagrees with any changes to its plan, the local unit has 60 days after receiving the county's recommendations to appeal the recommendations to the Board of Water and Soil Resources.

Be it Further Resolved after receiving the recommendations of the county, or a resolution of an appeal, a local unit of government has 180 days to initiate revisions to its plan or official controls. The new or revised plans and official controls must be submitted to the county for review and recommendations.

CERTIFICATION

STATE OF MINNESOTA

Roseau County

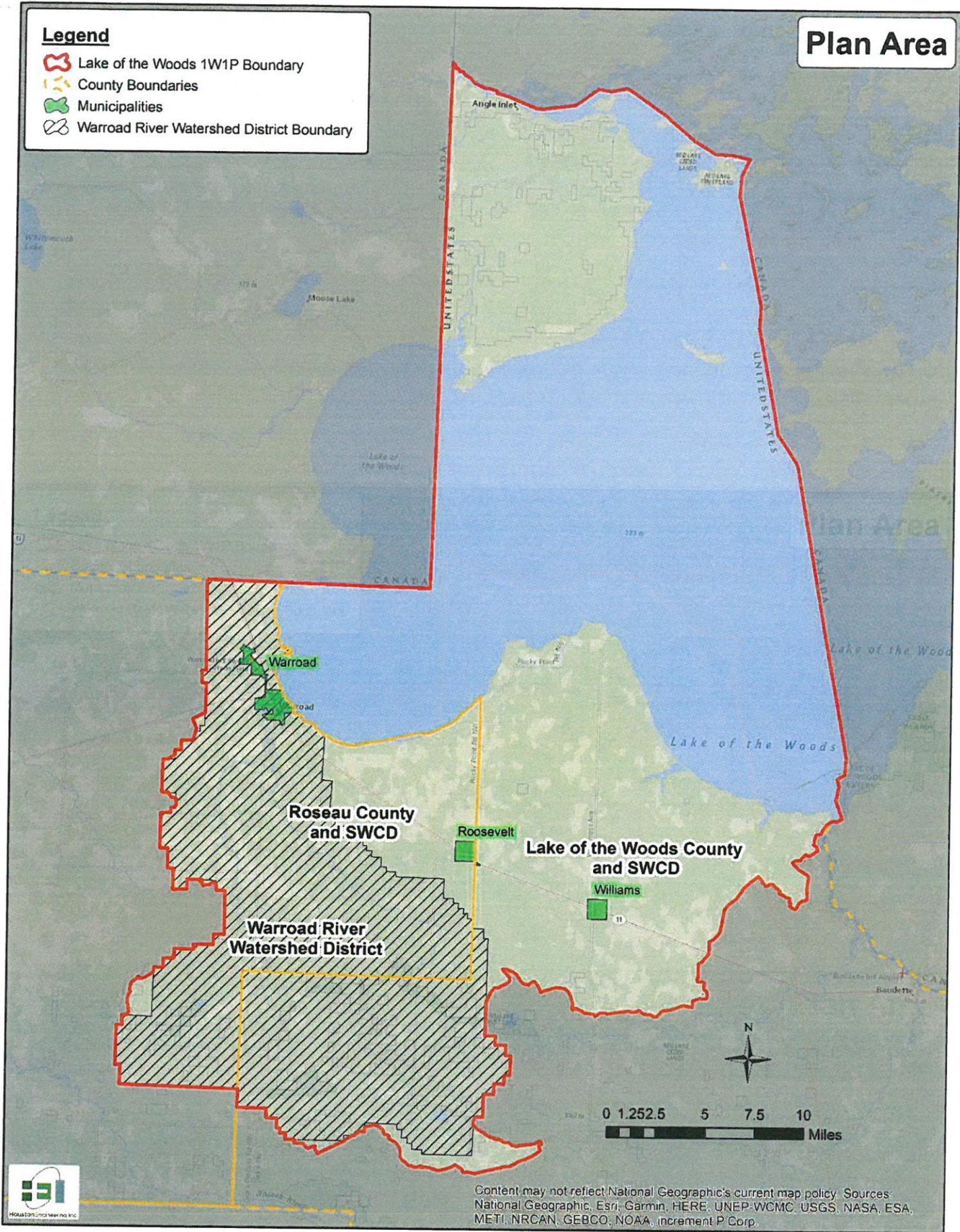
I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by Roseau County at a duly authorized meeting thereof held on the **Date** of **Month, year**.

Name, Title

Plan Area

Legend

-  Lake of the Woods 1W1P Boundary
-  County Boundaries
-  Municipalities
-  Warroad River Watershed District Boundary



Content may not reflect National Geographic's current map policy. Sources: National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.



Executive Summary

The Lake of the Woods Watershed (LOWW) One Watershed, One Plan (1W1P) planning area is in north-central Minnesota, encompassing portions of Roseau and Lake of the Woods Counties (including the Northwest Angle) and all of the Warroad River Watershed District (WRWD). The LOWW 1W1P planning area drains approximately 1,178 square miles and includes three municipalities (Roosevelt, Warroad, and Williams). The southern portion of the watershed is primarily wetlands with areas of forest/shrub interspersed. The northern portion of the watershed, nearest the south shore of Lake of the Woods, is comprised of agricultural areas and rangeland. There is very little urban and commercial land use in the watershed. The watershed consists of a series of smaller drainages, all of which drain into Lake of the Woods. The economic vitality of the area includes agriculture, forestry, and Marvin Windows and Doors, but is also largely centered around recreation and tourism related to Lake of the Woods, dubbed the “Walleye Capital of the World.” The watershed is unique in that a large portion of the watershed (approximately 59%, excluding Lake of the Woods) is either public or tribal lands.

In 2017, the members of the two counties, two Soil and Water Conservation Districts (SWCD), and one watershed district (WD) within the LOWW joined together to create the LOWW 1W1P Planning Group. The purpose of the LOWW 1W1P Planning Group was to unite local entities, that would otherwise have separate local plans, under one Comprehensive Watershed Management Plan, creating a cohesive vision for implementing actions to improve locally prioritized issues. This plan is the result of that vision, and the first step toward accelerating prioritized, targeted, and measurable implementation efforts in the LOWW.

A watershed is defined as an area of land where all the water that drains into the same place—a river, stream, or lake (MPCA, 2018). For purposes of organizing this Comprehensive Watershed Management Plan, the LOWW is divided up into five smaller watersheds, or “planning regions,” shown in **Figure ES-1**. These planning regions form the basis for many of the issues, measurable goals, and implementation actions throughout the plan.

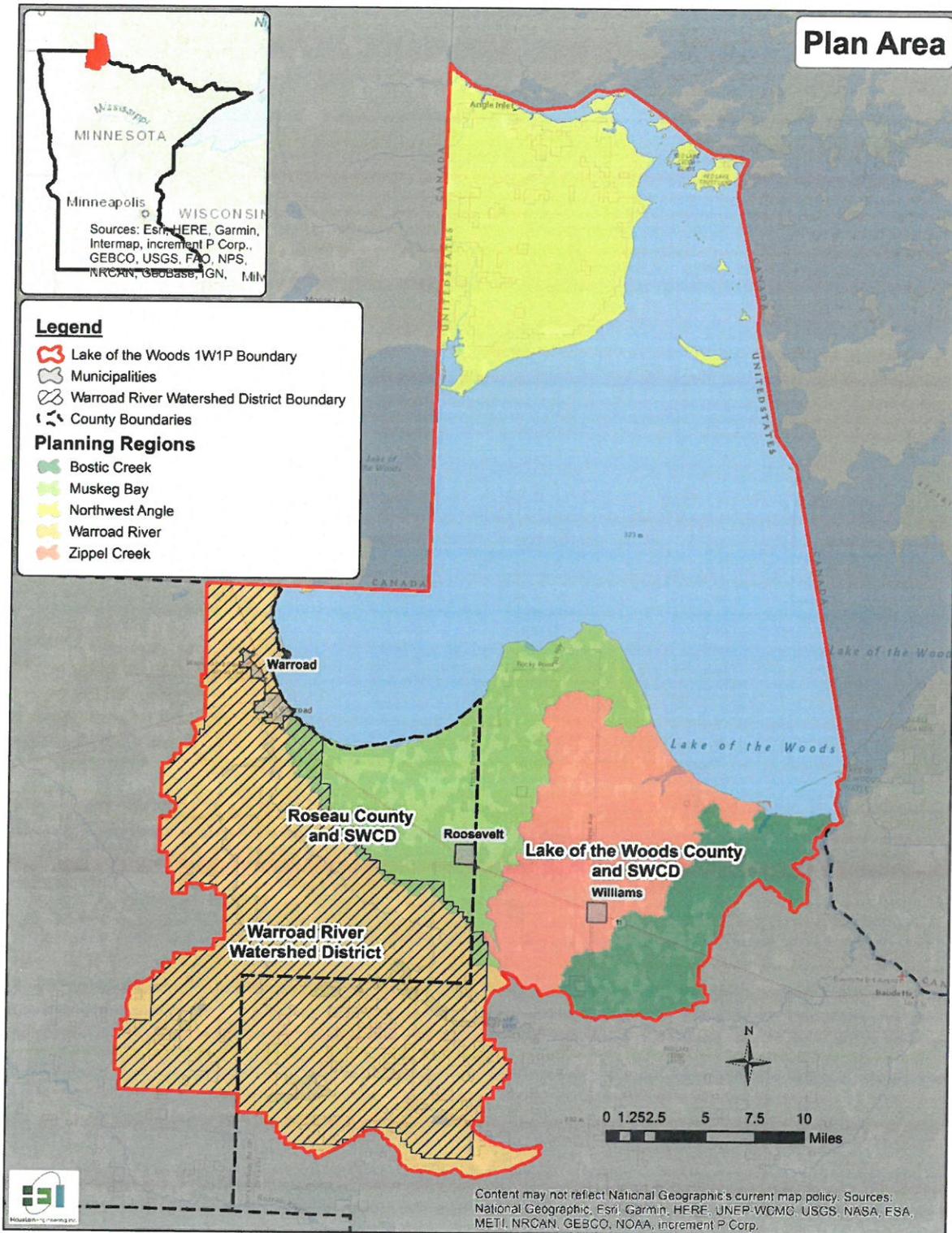


Figure ES-1: Lake of the Woods Watershed, One Watershed, One Planning Area and Planning Regions.

Priority Resources & Issues

Watershed management requires that local staff prioritize what issues are most important and should be the focus of initial implementation efforts (and therefore funding). If everything is a priority, then nothing is a priority. With its diverse land use and unique resources, the LOWW has a wide range of issues to manage. Recognizing limitations in staffing, time, and resources, the LOWW 1W1P Planning Group needed to prioritize issues as the focus of implementation efforts during the 10-year lifespan of this plan.

Using a combination of existing plans/reports, data, Zonation, and stakeholder input, the LOWW 1W1P Planning Group developed a comprehensive inventory of 48 issues impacting the watershed. These issues underwent a prioritization process that included:

- An issue survey targeting multiple stakeholder groups;
- A Public Kickoff Meeting; and
- LOWW 1W1P Planning Group analysis and discussion.

The prioritization process resulted in each issue being given a designation A, B, or C priority level. This plan prioritizes and focuses on issues designated A or B (priority issues). Overall, 16 issues were identified as Level A priority issues and 19 issues were identified as Level B priority issues. The priority issues and their level designation are listed in **Table ES-1**. These issues are the focus of the implementation efforts in the LOWW 1W1P planning area.

Table ES-1: Priority issues for the Lake of the Woods Watershed 1W1P.

Resource Category	Resource Concern	Issue	Priority Level
Groundwater	Drinking Water	Protection of groundwater supplies from elevated levels of nitrates .	B
		Protection of groundwater supplies from elevated bacteria (<i>E. coli</i> and total coliform).	B
		Insufficient knowledge of groundwater condition in private drinking water sources (wells).	A
	Groundwater Supplies	Insufficient knowledge of groundwater resource supplies .	A
Surface Water	Streams and Rivers	Elevated concentrations of suspended solids and sediment .	A
		Elevated concentrations of bacteria .	B
		Elevated concentrations of total phosphorus .	A
		Reduced concentrations of dissolved oxygen .	B
		Land use changes contributing runoff and increasing the amount of erosion, sediment, and nutrients .	A
	Lakes	Elevated total phosphorus enrichment in lakes and toxic blue green algae in drinking water source.	A
		Impacts from elevated Lake levels .	A
	Surface Runoff	Land use changes causing an increase in the volume of runoff, peak discharges, and water levels .	A
		Impacts related to increased frequency/intensity of precipitation events .	A
	Wetlands	Drainage and filling of wetlands and its impacts on hydrology, water quality, and habitat .	B

Resource Category	Resource Concern	Issue	Priority Level
Fish & Wildlife Habitat & Unique Natural Features	<i>Aquatic Habitat for Fish, Macroinvertebrates & Aquatic Life</i>	Degradation of aquatic and riparian habitat resulting from altered hydrology .	A
		Increased flows and sediment load impacting habitat for fish spawning .	A
		Increased spread of aquatic invasive species (AIS).	A
	<i>Lake Shoreland and Stream Riparian Corridors</i>	Increased shoreland development causing loss of habitat and erosion and increasing runoff.	B
		Access, availability, and maintenance of public access along streams, rivers, and lakes.	B
		Activities increasing runoff to streams and rivers increasing stream bank erosion, deposition, and sediment transport .	A
	<i>Lands of Concern</i>	Protection and restoration of habitat (shoreline dunes, forests , Scientific and Natural Areas [SNA], and Wildlife Management Areas [WMA]).	B
		Altered hydrology in the headwater's peatlands area and its impacts on the groundwater/surface water interaction , increased volumes and peak flows , and increased base flows .	B
	Water Resource Infrastructure	<i>Drainage Ditch Systems</i>	Lack of information about locations and impacts of tile drainage.	B
Maintenance of agricultural drainage systems to provide flood control and improve water quality .			A
Lack of ditch system best management practices (BMP) and conservation practices (CP).			B
Lack of ditch inventories .			A
<i>Point Sources</i>		Non-compliant subsurface sewage treatment systems (SSTS) nutrients and bacteria impacts to surface and groundwater .	B
Local Knowledge Base & Technical Capacity	<i>Public Knowledge of and Behavior Relative to Water Issues</i>	Lack of a watershed-wide education and outreach program focused on youth .	B
		Lack of watershed-wide education and outreach program focused on the general public .	B
		Lack of watershed-wide educational opportunities for local units of government staff, local offices, and elected public officials .	B
	<i>Landowners & Producers Engagement in Water Management</i>	Lack of watershed-wide education and outreach programs about incentive and cost-share programs to landowners .	A
		Lack of watershed-wide education and outreach programs about agricultural incentives, management practices, and structural best management practices .	B
		Lack of watershed-wide education and outreach program about shoreline stabilization for lakeshore owners .	B
	<i>Technology, Tools, Funding & Existing Capabilities</i>	Local staff technical capacity to use emerging technologies and tools .	B
		Lack of watershed-wide approach to administer and enforce ordinances and permit systems .	B

Measurable Goals

Measurable goals were established to address each LOWW priority issue (Level A or B). Measurable goals describe a desired condition for a resource being impacted by an issue and are presented as either short-term or long-term goals:

- Short-term measurable goals describe the interim conditions to accomplish or make progress toward during the 10-year lifespan of this plan.
- Long-term measurable goals describe the desired future condition to accomplish, regardless of timeframe.

In some instances, measurable goals are focused on either protecting resources in good condition (protection) or restoring resources that have deteriorated (restoration). Short-term and long-term goals set milestones for resource improvement and allow for resource management flexibility during implementation efforts.

The bases for the measurable goals include:

- the Lake of the Woods Watershed Restoration and Protection Strategy (WRAPS);
- the Lake of the Woods Watershed Total Maximum Daily Load (TMDL);
- the Bostic and Zippel Watershed Assessment;
- PTMAApp analysis for the watershed; and
- Locally-defined goals.

In certain instances, goals vary across the watershed. In these cases, the measurable goals are set differently within the five planning regions. Other goals are not considered “spatial” and are considered watershed-wide.

This comprehensive plan outlines and describes the 21 measurable goals in a series of easy-to-understand factsheets, which collectively provide background for and address all priority issues. An example factsheet is shown in **Figure ES-2**. A single measurable goal may apply to one priority issue or to several priority issues. For a full list of plan measurable goal factsheets, see **Section 3**.



MEASURABLE GOAL 14

Tile Drainage Management

Resource Concern: Drainage Ditch Systems



Priority Issues:

- Lack of information regarding the locations and impacts of increased **tile drainage** installation on the landscape (4.1.1, B Level)

Goals:

Short-Term:

Develop and implement a system for collecting **tile drainage** information.

Long-Term:

Complete and maintain a **tile drainage** inventory for 100% of the watershed area to assist in drainage management decisions for water quantity and quality.



Why These Issues are Important

This goal focuses on developing and implementing a system for collecting tile drainage information and better understanding the impacts related to tile drainage in the watershed. From 2007 through 2014, tile drainage became more prevalent in the watershed.

Permitting and documentation structures are currently not well established, nor have they been in the past. As a result, little is known of the tile locations within the watershed. **Tile drainage can impact hydrology by altering flows, volumes, and timing. Knowledge of tiling systems within the LOWW is sparse and represents a data gap, particularly when it comes to water resources management for both water quantity and quality.**

This goal is locally defined and is based on the need to fill a data gap. The short-term goal is based on establishing a system for filling the data gap and initiating the data collection, while the long-term goal completes and maintains the inventory into the future.

METRICS

Short-Term Goal: Completed tile drainage information system.

Long-Term Goal: Percent of watershed inventoried for tile drainage.



Figure ES-2: Example factsheet for the Lake of the Woods 1W1P measurable goals.

Targeted Implementation Schedule and Implementation Programs

Targeted implementation is the process of identifying the most cost-effective and measurable actions that can be implemented to make progress towards achieving measurable goals for priority issues.

The actions in this plan are organized into categories based on their implementation program (**Section 5**) and presented in two groups: planning region-based actions and watershed-wide actions. The action organization is shown in **Table ES-2**.

Table ES-2: Action categorization and plan organization.

Implementation Program		Action Description	Plan Organization
Structural Practices Incentive	Structural Practices	Structural conservation practices, including side water inlets, grade stabilization structures, filter strips, and grassed waterways.	Planning Region-Based
	Management Practices	Non-structural conservation practices which describe an activity, technique, or methodology that can be thought of as an industry or sector accepted standard operating procedure. Examples include planting cover crops, using conservation tillage methods, and fertilizer management methods.	
	In-Channel Projects	In-channel projects including channel restoration/re-meandering, bank stabilization, and grade stabilization.	
	Other Projects	Specific "other" projects such as the addition of public access to waterbodies or shoreline stabilization.	
Capital Improvement Projects		Major non-recurring expenditures for the construction, repair, retrofit, or increased utility or function of physical facilities, infrastructure, or environmental features, such as a harbor dredging or watercourse access development.	Watershed-Wide
Regulation & Enforcement		Common and consistent administration and enforcement of statutory responsibilities, local regulations, and local ordinances.	
Data Collection & Monitoring		Actions to close a data gap identified within the plan and continue existing monitoring activities.	
Education & Outreach		Actions intended to increase public engagement, improve communication, and increase understanding.	

The actions in the targeted implementation schedule include the following information:

- A brief description of each action;
- Measurable goal(s) corresponding to the action;
- The planning region(s) where the action is to be implemented (if applicable);
- How much of the action will be implemented (i.e., the action measurable output);
- How the action implementation will be measured (i.e., the action metric);
- When implementation will occur within the 10-year timeframe of the plan;
- Responsible entities and their role in implementing the action; and
- Estimated cost of the action.

The development of this plan includes the use of two different watershed planning tools: Prioritize, Target, and Measure (PTMApp) and Zonation.

PTMApp is a tool that lets practitioners:

- estimate runoff and nutrient loading;
- identify potential best management practices;
- build prioritized and targeted implementation scenarios;
- measure the cost-effectiveness of the scenario for improving water quality; and
- report the results to pursue funds for project implementation.

The LOWW Planning Group applied a series of screening criteria and decisions to refine PTMApp results and match typical implementation within the plan area. This included decisions on unit costs for practices, how to calculate cost-effectiveness, and how to evaluate progress towards measurable goals. The group also decided how funding would be allocated amongst the planning regions and the various types of structural and management practices/projects within the planning regions. The PTMApp usage was designed to select the most cost-effective practices for removing sediment at the field edge until the cost of practices equaled the funding allocations for each planning region.

Zonation is a value-based model that uses a combination of geographic information and user-input weighting to prioritize places on the landscape for conservation and restoration that addresses multiple resource values.

This plan combines data from both tools to present a targeted implementation schedule for structural and management practices that is cost-effective, high-value, and provides multiple benefits (**Section 4.4**).

The ability to achieve plan measurable goals is largely dependent on the amount of funding available to implement actions. However, the amount of funding for implementing this plan is uncertain. To address this challenge, there is more than one implementation funding level summarized in the targeted implementation schedule.

- The *baseline funding level* has been designed to fund plan implementation costs at or near the estimated most recent (2017) local funding level, recognizing that annual funding may fluctuate greatly between years. Actions identified as a baseline action level are the highest priority for plan implementation.
- If more funds are available for implementation, more actions within the targeted implementation schedule can be implemented, and more progress can be made toward measurable goals. To illustrate the impacts of additional funding scenarios, *moderate* and *high increased funding levels* are included. Actions identified as *moderate* funding level have greater priority than those identified as *high* funding level and would be implemented first if additional dollars become available.

The anticipated cost for implementing the baseline funding level is shown in **Table ES-3**. The baseline funding level is specifically focused on executing the actions within the targeted implementation schedule that address priority issues for each planning region and for the watershed. Each action is funded by an implementation program, as described in **Section 5** and summarized in **Table ES-3**.

Table ES-3: Annualized and total plan cost for actions within the baseline funding level.

	Plan Actions	Funding Source Program	Annualized Cost	Total Plan Cost (10-year)
Baseline	Incentive Programs - Structural Practices ¹	Structural and Management Practices Incentive Program ⁴	\$295,603	\$2,956,030
	Incentive Programs - Management Practices ²		\$61,037	\$610,370
	Capital Improvements ³	Capital Improvement Projects Program	\$0	\$0
	Regulations & Enforcement ⁴	Regulation & Enforcement Program	\$109,412	\$1,094,120
	Data Collection & Monitoring ⁵	Data Collection & Monitoring Program	\$17,811	\$178,110
	Education & Outreach ⁵	Education & Outreach Program	\$163,776	\$1,637,760
	Additional Expenses			
	Plan Administration ⁶	Existing Budget	\$64,764	\$647,639
Total			\$712,403	\$7,124,029

¹ Includes total cost of baseline structural practice targeted implementation approach plus an additional 10% for technical assistance.

² Includes total cost of baseline management practice targeted implementation approach plus an additional cost of \$10/acre for site visits.

³ Includes any CIPs identified at the funding level.

⁴ Assumes an annualized cost similar to estimated current (2017) local funding levels.

⁵ Includes the funding level sum of program action costs as well as additional funding identified by the PWG in the planning process.

⁶ Administration costs assumed to be up to 10% of the overall plan cost.

In **Section 4**, all three implementation funding levels show increases in funding and relative increased progress toward plan goals.

This plan includes planning region implementation profiles for each of the five planning regions (**Figure ES-3**). These profiles include information about:

- planning region implementation priorities;
- current resource conditions (i.e., assessment/impairment, protection/restoration, and biological stressors); and
- all the PTMApp-identified feasible practices within the planning region.

The implementation profiles then present planning region-specific structural and management incentive program actions. These are organized and prioritized into the various funding levels.

The targeted implementation schedule is presented for the baseline funding level (**Figure ES-4**).

This includes:

- a description of the baseline funding implementation;

- a map of the baseline funding PTMApp practices combined with the Zonation targeting;
- PTMApp cost-benefit graphs comparing the funding levels to the feasible practices, measurable goals, and funding amounts; and
- a summary table of the baseline level targeted implementation including practice information and estimated progress towards measurable goals.

If a planning region has targeted in-channel projects, these are identified, described, and estimated progress towards measurable goals are presented (**Figure ES-5**).

Lastly, if capital improvement projects (CIPs) have been identified for the planning region, additional sheets are included where CIPs are mapped, and details related to cost, timeline, implementation responsibility, and measurable goals are provided about the project (**Figure ES-6**).

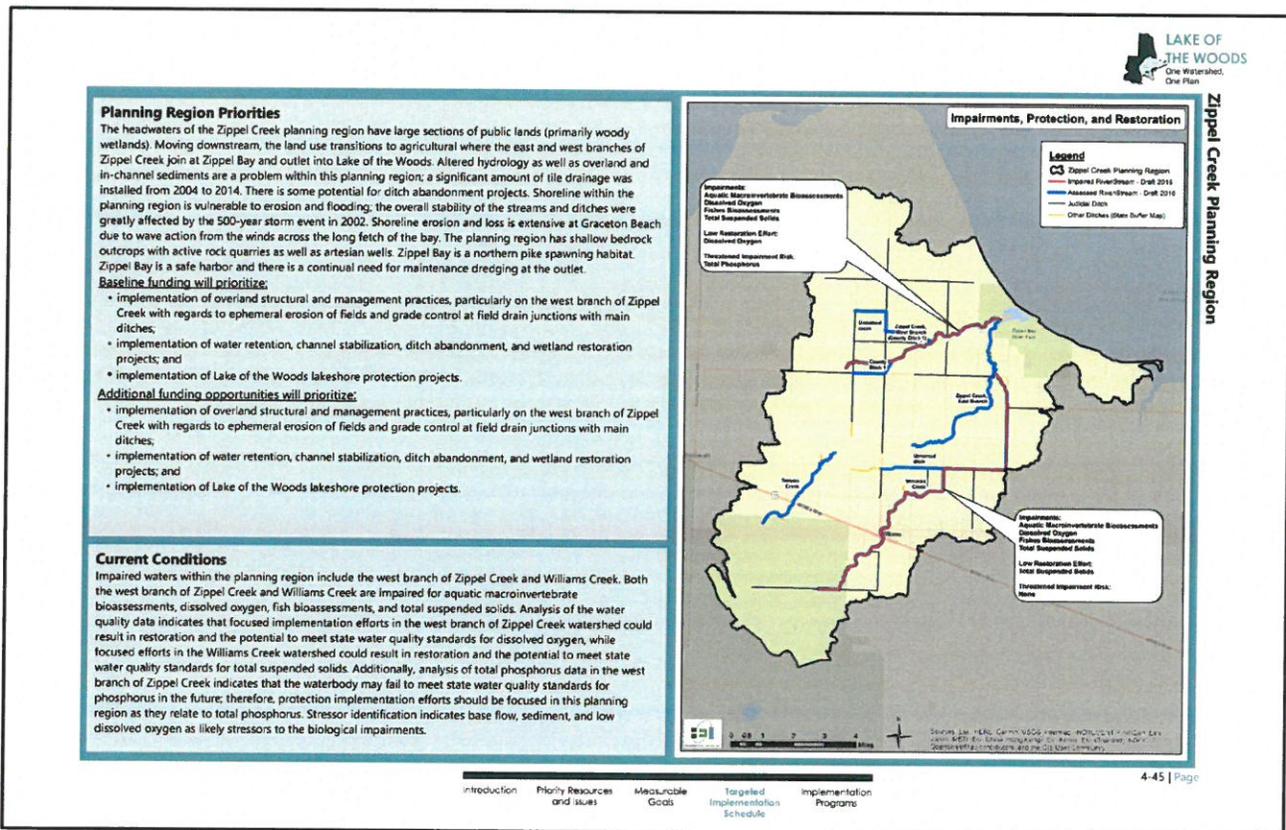


Figure ES-3: Example planning region profile, priorities and current conditions (Zippel Creek).

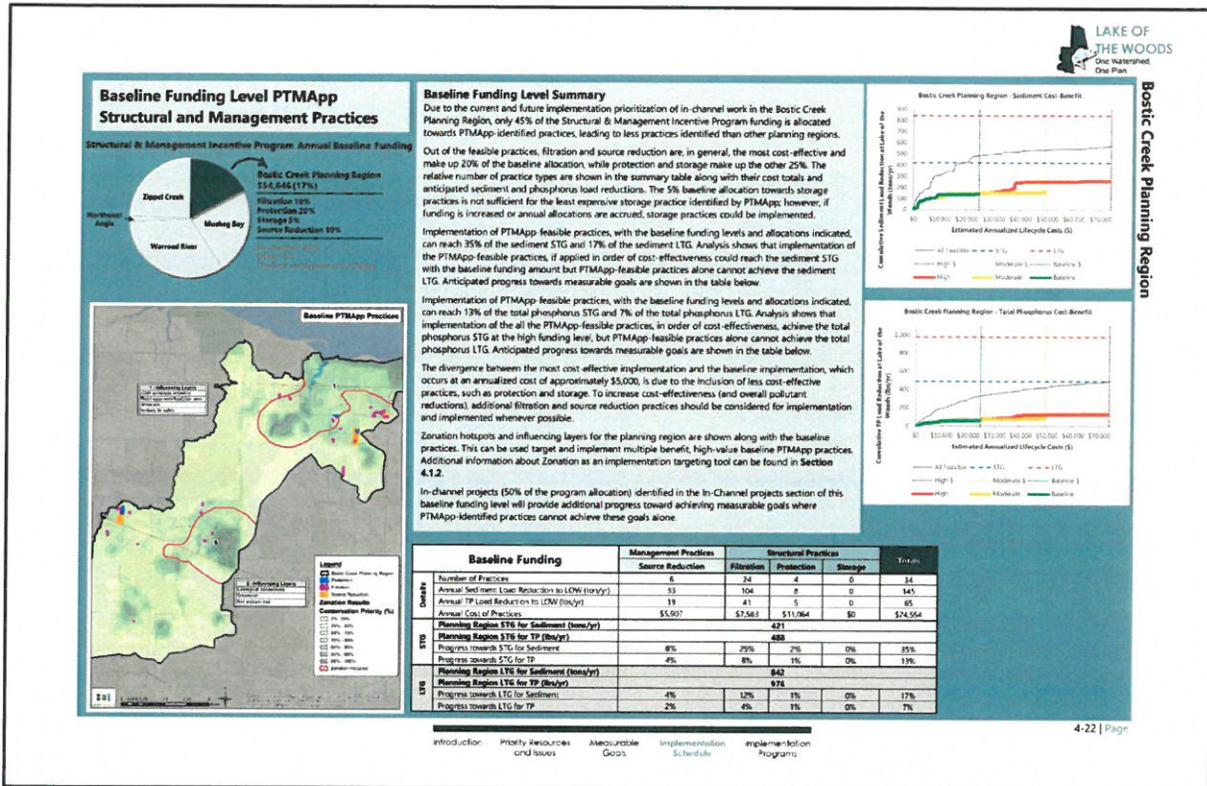


Figure ES-4: Example planning region profile, baseline funding level (Bostic Creek).

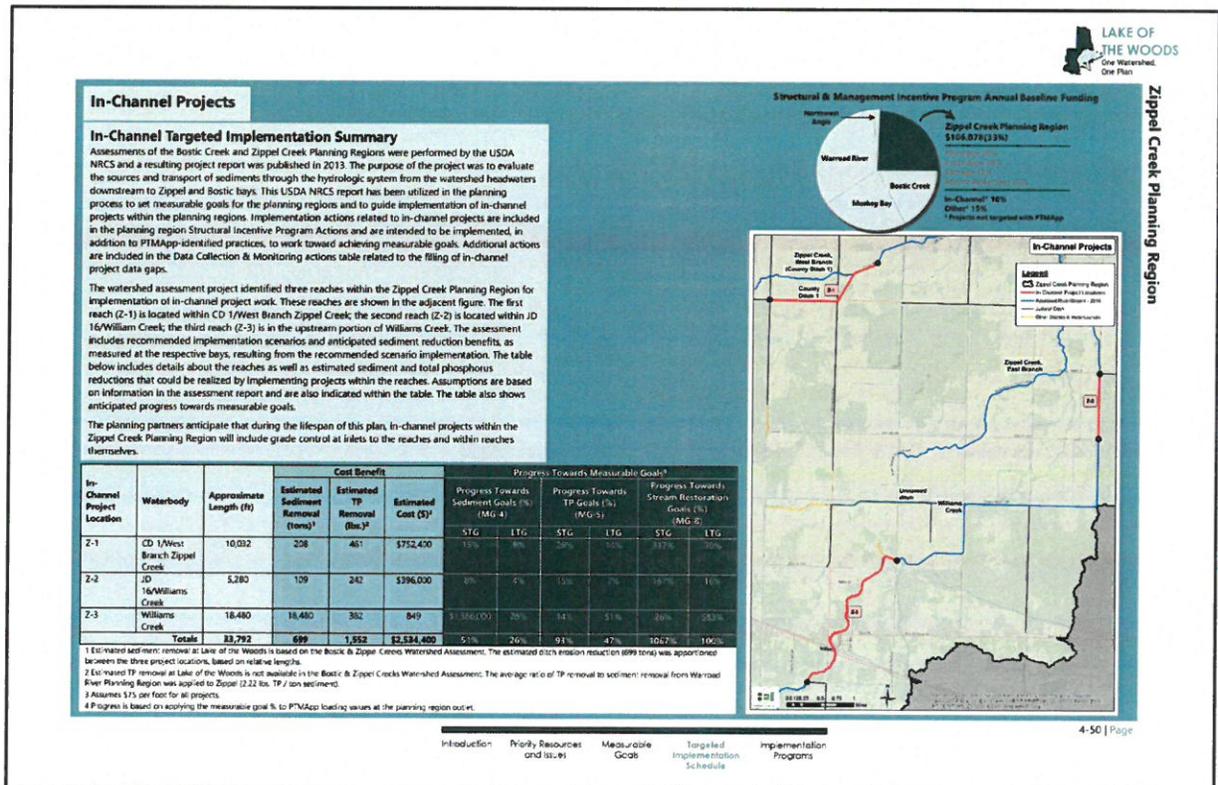


Figure ES-5: Example planning region profile, in-channel projects (Zippel Creek).

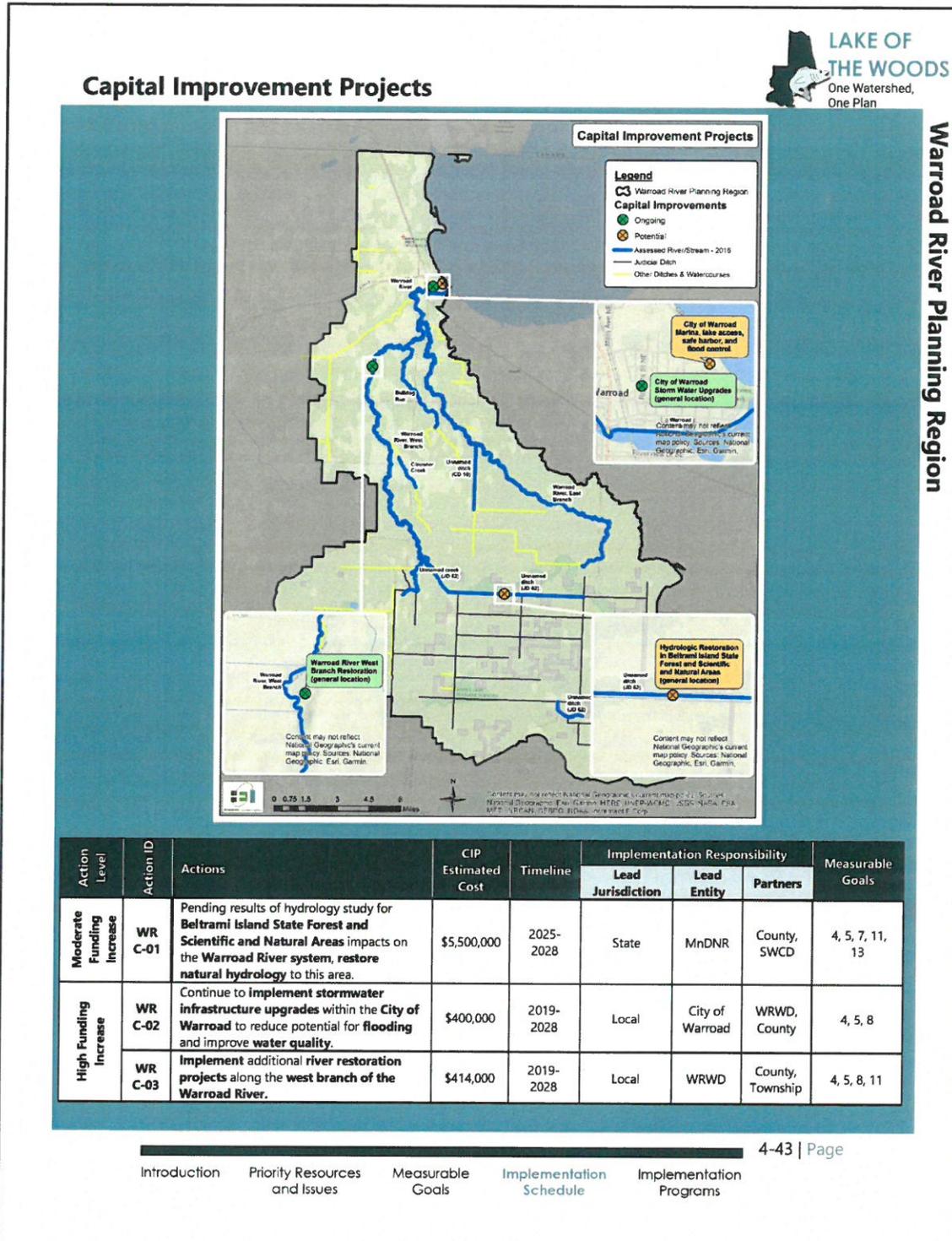


Figure ES-6: Example planning region profile, capital improvement projects (Warroad River).

Actions pertaining to Regulation & Enforcement, Data Collection & Monitoring, and Education & Outreach are implemented watershed-wide to create consistency and opportunity for shared services. These actions are presented in separate tables, followed by any actions are necessary to achieve measurable goals but will be completed by other entities outside of the LOWW 1W1P Planning Group.

The LOWW 1W1P Planning Group previously entered into a formal agreement through a Memorandum of Agreement (MOA) to lead the 1W1P planning process for the LOWW. The parties have drafted a **Policy Committee Final Decision** for purposes of implementing this plan as the **TBD**. Expectations are that the roles of the local Policy Committee, Planning Work Group, and Advisory Committee will shift and change focus during plan implementation. **Table ES-4** shows the probable roles and functions related to plan implementation.

Table ES-4: Anticipated roles for the Lake of the Woods 1W1P implementation.

Committee Name	Roles and Responsibilities
Policy Committee	Review the implementation funds from plan participants
	Approve the annual work plan
	Approve annual fiscal reports
	Approve annual reports submitted to BWSR
	Annually review and confirm the PWG priority issues
	Direct the PWG on addressing emerging issues
	Approve plan amendments
	Implement county ordinances and state statutory responsibilities separately from plan implementation
	Approve grant applications
	Approve annual assessment
Advisory Committee	Review and provide input for the annual work plan
	Identify and advise on collaborative funding opportunities
	Recommend program adjustment to the PWG
	Assist with execution of the targeted implementation schedule
Planning Work Group	Review the status of available implementation funds from plan participants
	Review annual fiscal reports
	Review annual reports submitted to BWSR
	Annually review and confirm priority issues
	Evaluate and recommend response to emerging issues
	Prepare plan amendments
	Implement the targeted implementation schedule
Local Fiscal/Administrative Agent	Convene committee meetings
	Prepare the annual work plan
	Prepare and submit grant applications/funding requests
	Compile annual results for annual assessment



Roseau County Request for Board Action

Agenda Item #: County Board 5 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Coordinator
Subject Title (as it will appear on the Agenda): 2020 AirMedCare Agreement	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 Board approval of the attached Agreement.		
Background: An overview of the current program and the new Agreement was provided at the December 3, 2019, Board Work Session.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Plan Code: 13392

**AirMedCare Network Municipal Site Membership
For Roseau County, MN**

Organization: Roseau County, MN
Address: 605 5th Avenue SW
Roseau, MN
Contact: Jeff Pelowski
Phone: 218-463-4248
Email: jeff.pelowski@co.roseau.mn.us
County: Roseau

Effective Date: 2/9/2020

Membership Sales Manager/ Base: Donna LaDuke/ G213

Covered Individuals and Transports:

Any individual who resides within the boundaries of Roseau County, MN when transported for medical necessity by Valley Med Flight, Inc. (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Roseau County, MN or Lake of the Woods County, MN; and
- If the covered individual transported is uninsured at the time of transport, Valley Med Flight, Inc. will bill the covered individual at the "Medicare Allowable Rate" for the transport.

Fees:

Roseau County, MN will pay to AirMedCare Network a total of \$65,398.00 annual.

Upgrade Benefit to Covered Individuals:

Any individual who resides within the boundaries of Roseau County, MN may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate	*Senior Annual Rate
\$45	\$35

**Senior rate is available to the primary and secondary household member if they are 60 years of age or older.*

Duration:

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.



Initial _____



Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers* (each a “Company”). An AirMedCare Network membership automatically enrolls you as a member in each Company’s membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company’s air ambulance costs that are not covered by a member’s insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.



Agreed to by:

Signature

Printed Name

Title

Organization Name

Date

Signature

Keith Hovey
Printed Name

Vice President
Title

Membership
Division

Date



Roseau County Request for Board Action

Agenda Item #: County Board 6 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Coordinator
Subject Title (as it will appear on the Agenda): State Assumption of Section 404 of the Federal Clean Water Act	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 a Board decision to either support, or not support, this legislative initiative.		
Background: If approved by the State Legislature, MN agencies (BWSR, DNR, MPCA, etc) would assume Section 404-related duties (mostly relating to administration of wetlands throughout the State) previously carried out by the US Army Corps of Engineers.		
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
Agenda Classification for County Board Meeting:		
<input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Request for Board Action

Agenda Item #: County Board 7 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Coordinator
Subject Title (as it will appear on the Agenda): 2020 County Board Meeting Schedules		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 Board approval of the attached 2020 Meeting Schedules.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County 2020 Board Meeting Schedule

<u>DATE:</u>	<u>TIME</u>
January 7, 2020	8:30 a.m.
January 14, 2020	8:30 a.m.
January 28, 2020	8:30 a.m.
February 11, 2020	8:30 a.m.
February 25, 2020	8:30 a.m.
March 10, 2020	8:30 a.m.
March 24, 2020	8:30 a.m.
April 14, 2020	8:30 a.m.
April 28, 2020	8:30 a.m.
May 12, 2020	8:30 a.m.
May 26, 2020	8:30 a.m.
June 9, 2020	8:30 a.m.
June 16, 2020	6:00 p.m.
June 23, 2020	8:30 a.m.
July 14, 2020	8:30 a.m.
July 28, 2020	8:30 a.m.
August 11, 2020	8:30 a.m.
August 25, 2020	8:30 a.m.
September 8, 2020	8:30 a.m.
September 22, 2020	8:30 a.m.
October 13, 2020	8:30 a.m.
October 27, 2020	8:30 a.m.
November 10, 2020	8:30 a.m.
November 24, 2020	8:30 a.m.
December 1, 2020	5:00 p.m.
December 22, 2020	8:30 a.m.

ALL MEETINGS ARE OPEN TO THE PUBLIC

Meeting Location: Courthouse Board Room

For a copy of this schedule, please contact the Roseau County Coordinator at 463-4248 or check the Roseau County Web Site at <http://www.co.roseau.mn.us>

Rev: 12/3/2019



NOTICE 2020 Operations/ County Board Work Session

DATE:

TIME

January 7, 2020	10:00 a.m.
February 4, 2020	8:30 a.m.
March 3, 2020	8:30 a.m.
April 7, 2020	8:30 a.m.
May 5, 2020	8:30 a.m.
June 2, 2020	8:30 a.m.
July 7, 2020	8:30 a.m.
August 4, 2020	8:30 a.m.
September 1, 2020	8:30 a.m.
October 6, 2020	8:30 a.m.
November 3, 2020	8:30 a.m.
December 1, 2020	2:30 p.m.

ALL MEETINGS ARE OPEN TO THE PUBLIC

Meeting Location: Courthouse Board Room

For a copy of this schedule, please contact the Roseau County Coordinator at 463-4248 or check the Roseau County Web Site at <http://www.co.roseau.mn.us>



NOTICE

2020 Highway Committee Meetings

DATE:

TIME

January 14, 2020	10:30 p.m.
February 11, 2020	10:30 a.m.
March 10, 2020	10:30 a.m.
April 14, 2020	10:30 a.m.
May 12, 2020	10:30 a.m.
June 9, 2020	10:30 a.m.
July 14, 2020	10:30 a.m.
August 11, 2020	10:30 a.m.
September 8, 2020	10:30 a.m.
October 13, 2020	10:30 a.m.
November 10, 2020	10:30 a.m.
December 1, 2020	4:00 p.m.

ALL MEETINGS ARE OPEN TO THE PUBLIC

Meeting Location: Courthouse Board Room

For a copy of this schedule, please contact the Roseau County Coordinator at 463-4248 or check on-line
Roseau County Web Site at <http://co.roseau.mn.us>



NOTICE

Roseau County 2020 Social Service Board Meeting Schedule

DATE:

TIME

January 21, 2020	8:30 a.m.
February 18, 2020	8:30 a.m.
March 17, 2020	8:30 a.m.
April 21, 2020	8:30 a.m.
May 19, 2020	8:30 a.m.
June 16, 2020	8:30 a.m.
July 21, 2020	8:30 a.m.
August 18, 2020	8:30 a.m.
September 15, 2020	8:30 a.m.
October 20, 2020	8:30 a.m.
November 17, 2020	8:30 a.m.
December 15, 2020	8:30 a.m.

ALL MEETINGS ARE OPEN TO THE PUBLIC

Meeting Location: Roseau County Social Services Board Room.

For a copy of this schedule, please contact the Roseau County Coordinator at 463-4248 or check on-line
Roseau County Web Site at <http://co.roseau.mn.us>



NOTICE
2020 Community Justice Coordinating Committee

DATE:

TIME

January 8, 2020	12:00 p.m.
February 5, 2020	12:00 p.m.
March 4, 2020	12:00 p.m.
April 1, 2020	12:00 p.m.
May 6, 2020	12:00 p.m.
June 3, 2020	12:00 p.m.
July 1, 2020	12:00 p.m.
August 5, 2020	12:00 p.m.
September 2, 2020	12:00 p.m.
October 7, 2020	12:00 p.m.
November 4, 2020	12:00 p.m.
December 2, 2020	12:00 p.m.

Members of the County Board may attend the above meetings to observe and/or take part.

ALL MEETINGS ARE OPEN TO THE PUBLIC
Meeting Location: Courthouse Board Room

For a copy of this schedule, please contact the Roseau County Coordinator at 463-4248 or check on-line
Roseau County Web Site at <http://co.roseau.mn.us>



BUSINESS HOURS

The Roseau County Courthouse is open
Monday through Friday from 8:00 a.m. to 4:30 p.m.

The Courthouse is closed on the following days in observance of
these 2020 Holidays:

Holiday	County Observed Date
New Year's Day -----	January 1, 2020
Martin Luther King Day -----	January 20, 2020
Presidents' Day -----	February 17, 2020
Memorial Day -----	May 25, 2020
Independence Day -----	July 3, 2020
Labor Day -----	September 7, 2020
Veterans' Day -----	November 11, 2020
Thanksgiving Day -----	November 26, 2020
Day after Thanksgiving -----	November 27, 2020
Christmas Eve Day -----	December 24, 2020
Christmas Day -----	December 25, 2020



Roseau County Request for Board Action

Agenda Item #: County Board 8 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Coordinator
Subject Title (as it will appear on the Agenda): 2020 Elected Officials Salaries	Presenter: Jeff Pelowski	
	Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board consideration of the attached (proposed) 2020 salaries for the elected Department Heads in Roseau County. In addition, the elected Department Heads have proposed the 2021 & 2022 salaries as well for Board consideration.		
Background: As previously presented at the December 3, 2019, Board Work Session.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

2020 ELECTED DEPARTMENT HEADS SALARIES

	2018 Salary	2019 Salary	Proposed 2020 Salary (+\$1.00/hr)		Proposed 2021 Salary (+2.25%)		Proposed 2022 Salary (+\$1.00/hr)	
AUDITOR	\$ 82,638.40	\$ 84,291.17	\$ 41.52	\$ 86,361.60	\$ 42.45	\$ 88,296.00	\$ 43.45	\$ 90,376.00
TREASURER	\$ 75,836.80	\$ 77,353.54	\$ 38.19	\$ 79,435.20	\$ 39.05	\$ 81,224.00	\$ 40.05	\$ 83,304.00
SHERIFF	\$ 90,043.20	\$ 91,844.06	\$ 45.16	\$ 93,932.80	\$ 46.18	\$ 96,054.40	\$ 47.18	\$ 98,134.40
ATTORNEY	\$ 107,452.80	\$ 109,601.86	\$ 53.69	\$ 111,675.20	\$ 54.90	\$ 114,192.00	\$ 55.90	\$ 116,272.00
RECORDER	\$ 69,700.80	\$ 71,094.82	\$ 35.18	\$ 73,174.40	\$ 35.97	\$ 74,817.60	\$ 36.97	\$ 76,897.60



Roseau County Request for Board Action

Agenda Item #: County Board 9 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Coordinator
Subject Title (as it will appear on the Agenda): 2020 Commissioner Salary and Per Diem Policy		Presenter: Jeff Pelowski
		Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Review and approve the Commissioner Salary and Per Diem Policy for 2020.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



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 XXXXX and carried unanimously to adopt the following Resolution:

2019-12-03

WHEREAS, pursuant to Minnesota Statute § 375.055, "The County Commissioners shall receive as compensation for services rendered by them for their respective Counties, salaries and in addition may receive per diem payments and reimbursement for necessary expenses in performing duties of the office as set by resolution of the County Board."

BE IT RESOLVED, the Board established the 2020 Commissioner salary at \$22,501.75 reflecting a 3% increase over 2019.

BE IT FURTHER RESOLVED that the 2020 Commissioner per-diem schedule is as follows:

- In-County meeting: \$100.00.
- Out-of-County meeting: \$150.00.
- Out-of-County one-day meeting requiring an overnight stay: \$200.00.
- Reimbursement for non-elected committee members: \$100.00.

STATE OF MINNESOTA)
) ss
COUNTY OF ROSEAU)

I, Jeff Pelowski, County Coordinator in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on December 26, 2019.

Jeff Pelowski
Roseau County Coordinator



Roseau County Request for Board Action

Agenda Item #: County Board 10 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Auditor
Subject Title (as it will appear on the Agenda): 2020 Appropriations		Presenter: Martie Monsrud
		Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Review and approve the attached 2020 Appropriations schedule.		
Background: As discussed at the December 3, 2019 Board Work Session.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

APPROPRIATIONS		
		2020
Dept.	Organization	BUDGETED
401	Retired Senior Volunteer Program (RSVP)	2,000
501	Memorial Day Activities	1,800
501	Roseau County Historical Society	70,600
501	Northwest Regional Library	105,060
611	Roseau County SWCD (Base)	76,600
611	Roseau County SWCD (Matching Funds)	19,717
611-6270	Roseau County SWCD (Ag Inspector)	19,155
611	Roseau Co. Agricultural Society (Fair)	15,000
701	MN Red River Valley Development Comm.	900
136	BIF Historical Group (BIF Unorganized 160-37)	750
138	BIF Historical Group (Oaks Unorganized)	750
	TOTAL APPROPRIATIONS	312,332



Roseau County Request for Board Action

Agenda Item #: County Board 11 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Auditor
Subject Title (as it will appear on the Agenda): 2020 Property Tax Levy		Presenter: Martie Monsrud
		Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Review and approve the 2020 County Property Tax Levy.		
Background: On September 24, 2019, the Board approved the Preliminary 2020 Levy. Per MN Statute, the Board must finalize its 2020 Levy by December 31, 2019.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

2020 Final Tax Levy

<i>Fund</i>	<i>Levy</i>		<i>Total By Fund</i>
Revenue	\$ 3,673,461		\$ 3,673,461
Road Bridge	\$ 1,311,272		\$ 1,311,272
Social Services	\$ 1,781,145		\$ 1,781,145
Debt Service	\$ 399,038		\$ 399,038
Totals	\$ 7,164,916		\$ 7,164,916

(Note: this represents a 3% increase in comparison with the 2019 Levy).



Roseau County Request for Board Action

Agenda Item #: County Board 12 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Auditor
Subject Title (as it will appear on the Agenda): 2020 Budget		Presenter: Martie Monsrud
		Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Review and approve the 2020 County Budget.		
Background: On September 24, 2019, the Board approved the Preliminary 2020 Budget. Per MN Statute, the Board must finalize its 2020 Budget by December 31, 2019.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

2020 FINAL BUDGET

Fund	Revenues	Expenditures	Net Budget
Revenue	\$ 6,917,547	\$ 8,247,286	\$ (1,329,739)
Road & Bridge	\$ 9,538,246	\$ 9,608,917	\$ (70,671)
Social Services	\$ 4,623,524	\$ 4,869,591	\$ (246,067)
Debt Service	\$ 409,388	\$ 399,038	\$ 10,350
<i>Tax Supported</i>			
<i>Funds - Total:</i>	\$ 21,488,705	\$ 23,124,832	\$ (1,636,127)
Environmental	\$ 1,220,489	\$ 1,215,758	\$ 4,731
<i>All Funds</i>			
<i>Total:</i>	\$ 22,709,194	\$ 24,340,590	\$ (1,631,396)



Roseau County Request for Board Action

Agenda Item #: County Board 13 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Association of MN Counties
Subject Title (as it will appear on the Agenda): Association of MN Counties (AMC) Leadership Training		Presenter: Jack Swanson
		Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input checked="" 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: Consider partnering with Kittson & Pennington Counties to provide a leadership training opportunity, offered by AMC, to select County staff.		
Background: The cost to the County will not exceed \$1,500.00.		
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Request for Board Action

Agenda Item #: County Board Item 14 <small>(for office use only)</small>		
Requested Board Date:	December 26, 2019	Originating Department: Coordinator
Subject Title (as it will appear on the Agenda): Commissioner Committee Reports		Presenter: Commissioners
		Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input checked="" type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Commissioners will present their Committee Reports.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

JACK SWANSON COMMITTEES REPORT

DEC 3, 2019 - BUILDING COMMITTEE

DEC 3, 2019 - TRUTH IN TAXATION

DEC 4, 2019 - A.M.C. PUBLIC SAFETY POLICY COMMITTEE TELECONFERENCE; on platform amendment proposals

DEC 4, 2019 - NORTHWEST EMERGENCY COMMUNICATIONS BOARD; discussion on training for dispatchers

DEC 4, 2019 - COMMUNITY JUSTICE COORDINATING COMMITTEE

DEC 8, 2019 - A.M.C. CANDIDATE SCREENING COMMITTEE (ST CLOUD)

DEC 8, 2019 - A.M.C. POLICY COORDINATING COMMITTEE (ST CLOUD)

DEC 8, 2019 - A.M.C. BOARD OF DIRECTORS (ST CLOUD); approved recommending Counties do not pay DHS overpayment bills

DEC 8, 2019 - A.M.C. WORKFORCE AND ECONOMIC DEVELOPMENT SUBCOMMITTEE (ST CLOUD); first meeting of the new group

DEC 9, 2019 - A.M.C. EXTENSION COMMITTEE (ST CLOUD)

DEC 9, 2019 - A.M.C. RESEARCH COMMITTEE (ST CLOUD)

DEC 9, 2019 - A.M.C. PUBLIC SAFETY POLICY COMMITTEE (ST CLOUD); Swanson re-elected chair; presentations from Al Godfrey (Department of Corrections); John Harrington (Commissioner of Public Safety)

DEC 9, 2019 - A.M.C. POLICY COORDINATING COMMITTEE (ST CLOUD)

DEC 9-11, 2019 - A.M.C. ANNUAL CONFERENCE (ST CLOUD)

DEC 12, 2019 - SECB FINANCE COMMITTEE; grants process for counties

DEC 12, 2019 - JDAI "TRUE NORTH" COLLABORATIVE; Roseau, Kittson, and Lake of the Woods Counties are part of a larger Northern MN Juvenile Detention Alternatives Initiative

DEC 12, 2019 - TEAM 'EPIC'; Gabe Mooney re-elected chair

DEC 16, 2019 - ROSEAU SCHOOL BOARD

DEC 17, 2019 - SOCIAL SERVICES BOARD

DEC 17, 2019 - ROSEAU COUNTY PUBLIC HEALTH COMMITTEE

DEC 18, 2019 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY

DEC 18, 2019 – BUILDING COMMITTEE

DEC 19, 2019 - COLLABORATIVE SUPERVISOR TRAINING TELECONFERENCE; with Pennington and Kittson Counties

DEC 20, 2019 - HIGHWAY 89 CORRIDOR MEETING WITH THE MN DEPARTMENT OF TRANSPORTATION

DEC 23, 2019 – MAINTENANCE SUPERVISOR INTERVIEWS