



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

AGENDA

Tuesday, August 25, 2009, 8:30 a.m.

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on August 25, 2009 at 8:30 am 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

8:45 Consent Agenda

1. Approve Proceedings
2. Approve Emergency Management Performance Grant Agreement for 2009
3. Approve MnDOT Communications Facility Use Agreement with Roseau County
4. Approve Off Highway Vehicle Enforcement Grant
5. Appoint Manager to the Roseau River Watershed
6. Appoint two (2) Managers to the Warroad River Watershed Board
7. Re-Appoint Richard Novacek as a Manager to the Two Rivers Watershed
8. Approve Bills

9:00 Comments and Announcements

9:15 Committee Reports

1. Nadine Johnston – NWRL Board

9:45 Highway Department

10:00 Break

10:15 U.S. Census Bureau Cynthia Madigan

10:45 Discussion

2. Approve 2010 Appropriations
3. Approve 2010 Ambulance and Fire Appropriations
4. Approve 2010 Unorganized Township Budgets
5. Approve PILT Payment Resolution
6. Meeting: Greater MN Regional Park & Trail Providers re: Legacy Amendment Sales Tax Funding for Parks & Trails, 9-10-09
7. Meeting: SSTS 9-9-09, Fergus Falls

11:15 Future Agenda Items

11:30 Adjourn

To schedule an appointment with the Board, please contact the County Coordinator at 218-463-4248

County Coordinator's e-mail address: trish.klein@co.roseau.mn.us

Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

District 1, Alan Johnston, Vice Chair - District 2, Jack Swanson, Chairman -
District 3, Orris Rasmussen - District 4, Russell Walker - District 5, Mark Foldesi

An Equal Opportunity Employer

ITEM # Consent 1

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Aug 25 2009
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***Subject Title (As it will appear on the agenda):**
Approve Proceedings from 8-11-09 Board Meeting

***Background (Provide sufficient detail of the subject):**
Please review carefully and advise of any changes.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**
None

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

August 11, 2009

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, August 11, 2009, at 8:30 a.m.

CALL TO ORDER

The meeting was called to order at 8:30 a.m. by County Board Chairman Jack Swanson. The Pledge of Allegiance was recited. Commissioners present were Mark Foldesi, Alan Johnston, Orris Rasmussen, Jack Swanson and Russell Walker.

APPROVAL OF AGENDA

The appointment of Administrative Assistant Ann Marie Miller as Board Clerk for the time Coordinator Trish Klein will be on sick leave was added to the consent agenda. A motion to approve the agenda was made by Commissioner Walker, seconded by Commissioner Foldesi and carried unanimously.

CONSENT AGENDA

The Board, by adoption of its consent agenda, approved proceedings from the August, 4, 2009 Board Meeting.

The Board, by adoption of its consent agenda, approved proceedings from the Public Hearing held July 7, 2009.

The Board, by adoption of its consent agenda, approved the appointment of Ann Marie Miller as Board Clerk from August 12, 2009 – September 21, 2009 to perform the duties of a clerk while Coordinator Trish Klein is out on medical leave.

The Board, by adoption of its consent agenda, approved payment of bills as follows:

WARRANTS APPROVED FOR PAYMENT 7/30/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
1351.58	ASSURANT EMPLOYEE BENEFITS	2178.10	CAPITAL GUARDIAN TRUST CO
527.00	E & L ELECTRIC CO	1383.40	BRIAN HARDWICK P.A.
644.26	MARVIN HOME CENTER	604.00	MCCOURT KEVIN
837.83	MN CHILD SUPPORT PAYMENT CENTE	474.65	MN ENERGY RESOURCES
1717.31	MN MUTUAL LIFE INSURANCE	640.00	MN NCPERS GROUP LIFE INS
3127.48	NATIONWIDE RETIREMENT SOLUTION	20000.00	NW MN MENTORING PROGRAM
53925.00	NW MN SERV COOP-BLUE CROSS BLU	8913.00	ROSEAU ROOFING & REMODELING
500000.00	SECURITY STATE BANK	631.35	SELECT ACCOUNT ADM
7840.80	SELECT ACCOUNT-VEBA	355.20	VERIZON WIRELESS
4000.00	WYNNE CONSULTING INC		

11 PAYMENTS LESS THAN \$300 966.22
**** **FINAL TOTAL..... \$610,117.18 ******

WARRANTS APPROVED FOR PAYMENT 8/06/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
375.00	ANDERSON LAW OFFICE STEVEN A	2912.81	CENTURYTEL

710.50 DUFFY LAW OFFICE
18502.86 HOLTHUSEN CONSTRUCTION INC
2313.00 MN DEPT OF FINANCE-TREAS

327.65 BRIAN HARDWICK P.A.
435.00 KARLSSON LAW OFFICE

5 PAYMENTS LESS THAN \$300 889.66

FINAL TOTAL..... \$26,466.48 ****

WARRANTS APPROVED FOR PAYMENT 8/06/2009

AMOUNT VENDOR NAME

2239.83 TOWN OF BEAVER
687.77 TOWN OF DEWEY
666.64 TOWN OF GOLDEN VALLEY
1651.45 TOWN OF LAKE
598.10 TOWN OF NERESON
2991.65 TOWN OF POHLITZ
900.87 TOWN OF REINE

AMOUNT VENDOR NAME

1073.14 TOWN OF CEDARBEND
957.95 TOWN OF DIETER
394.87 TOWN OF GRIMSTAD
1090.69 TOWN OF LAONA
1491.03 TOWN OF PALMVILLE
1925.42 TOWN OF POPLAR GROVE
374.28 TOWN OF SOLER

11 PAYMENTS LESS THAN \$300 969.83

FINAL TOTAL..... \$18,013.52 ****

WARRANTS APPROVED ON 8/11/2009 FOR PAYMENT 8/14/2009

AMOUNT VENDOR NAME

661.41 ACE HARDWARE-ROSEAU
1110.00 BEITO REPAIR
63271.38 BOEC FOR ZIEGLER RENTAL
808.52 CDW GOVERNMENT INC
3493.08 CRT PROCESSING LLC
560.00 D & L SUPERVAC
4296.85 DUSTCOATING INC
4285.28 FARMERS UNION OIL CO-WARROAD
1536.00 GRAFF CONSTRUCTION
1031.34 HOLTE IMPLEMENT INC
385.94 PATRICIA IGNASZEWSKI
4454.55 JOHNSTON FARGO CULVERT INC
311.25 LIFECARE MEDICAL CENTER
425.00 MINNESOTA CLE
744.20 MULTI OFFICE PRODUCTS INC
15517.73 NORTHERN RESOURCES COOPERATIVE
314.03 PEART & ASSOCIATES INC
2115.06 PRAXAIR
2412.00 R & Q CONTRACTING INC
2984.01 RIVERFRONT STATION
462.76 ROSEAU CLEANING SYSTEMS
430.05 ROSEAU CO TREASURER
316.75 ROSEAU TIMES REGION AND
1220.67 THE HUNTING SHACK INC
626.59 TITAN MACHINERY
375.00 MARK WOJCIECHOWSKI

AMOUNT VENDOR NAME

327.94 APPLE TIME INC
540.19 BERGAN TRAVEL INC
570.00 BREEZY POINT RESORT
412.50 FRED CLASEN
1025.36 CUMMINS NPOWER LLC
709.69 TONY DORN INC
3027.78 FARMERS UNION OIL CO-LK BRNSN
20785.42 GOULET CONSTRUCTION
1045.00 HELGESON FUNERAL CHAPEL INC
10459.01 HORNER PLUMBING & EXCAVATION
6212.55 JOHNSON OIL CO INC
568.44 KOFSTAD SIGNS
32329.80 MAR-KIT LANDFILL
1334.29 MN DEPT OF TRANSPORTATION
400.00 NORTH COUNTRY WEBSITES
2356.19 NORTHLAND TIRE
374.95 POWER PLAN
2370.72 PTS OF AMERICA, LLC
4367.50 RATWIK, ROSZAK & MALONEY, PA
1150.56 ROSEAU AUTO VALUE
10673.81 ROSEAU CO COOP ASSN
346.44 ROSEAU DIESEL SERVICE INC
3180.96 SJOBERG'S INC
908.14 TITAN ACCESS ACCOUNT
93786.48 TWIN CITIES MACK & VOLVO TRUCK
750.87 ZIEGLER INC

53 PAYMENTS LESS THAN \$300 6,595.65

FINAL TOTAL..... \$320,759.69 ****

COMMENTS AND ANNOUNCEMENTS

Commissioner Rasmussen announced that he will be attending the Watershed Project Work Team for Norland Impoundment August 11, 2009 at 3:00 p.m.

Commissioner Swanson announced that he would like to attend a trail planning workshop with the DNR and Northwest Regional Development Center.

The Board acknowledged the letter from DNR Regional Director Mike Carroll regarding Beltrami Island State Forest water retention.

COMMITTEE REPORTS

Commissioner Foldesi reported on the following committee meetings: DNR Land Asset Pilot Project meeting, 8/4/09: Discussed land exchanges between Roseau County and the MN DNR; Two Rivers Watershed meeting, 8/5/09: Discussed ditch violations and County Road 23. The Two Rivers Watershed Board requested a verbal commitment from Roseau County Board to re-build County Road 23. The Board directed Highway Engineer Brian Ketring to compose a letter to the Two Rivers Watershed Board notifying them that the County Board cannot commit to re-building County Road 23 due to funding restrictions. Highway Committee meeting, 8/10/09: Discussed budget shortfall.

Commissioner Johnston had no meetings to report.

Commissioner Rasmussen reported on the following committee meetings: Two Rivers Watershed meeting, 8/5/09: Discussed ditch violations and County Road 23.

Commissioner Swanson reported on the following committee meetings: Roseau Economic Development Authority, 7/29/09: Discussed survey of county economic development appropriations; Roseau Convention and Visitors Bureau, 8/3/09: Discussed proposed OHV park north of Greenbush; Roseau River Watershed Board, 8/5/09: Discussed pending lawsuit filed by Minnesota Center for Environmental Advocacy related to drainage issues in a ditch jointly maintained by two counties. Criminal Justice Coordinating Committee, 8/5/09: Discussed incorporating tracking of mental health cases on Crimestar; Northern Counties Land Use Coordinating Board, 8/6/09: Discussed carbon credits, plasma gasification and 2010 budget; DNR Land Asset Pilot Project, 8/7/09: Discussed land exchanges between Roseau County and the MN DNR, KaMaR, 8/10/09: Discussed 2010 budget.

Commissioner Walker reported on the following committee meetings: Minnesota Bovine TB Stakeholders Conference, 7/22-23, 2009: Served on panel to answer questions from multi-state agencies; received commendation from surrounding states on bovine TB efforts in Roseau County; Highway Committee Meeting, 8/10/09: discussed budget shortfall.

ENVIRONMENTAL SERVICES OFFICER

Environmental Services Officer Jeff Pelowski met with the Board to request approval to purchase a pup trailer. Pelowski requested quotes from three vendors but only received one. A motion to approve a quote from Sanitation Products in the amount of \$28,734.00 for a Galbreath pup trailer was made by Commissioner Walker, seconded by Commissioner Johnston and carried unanimously.

Mr. Pelowski requested the Board consent to the removal of inventory items from the Transfer Station. The Board directed Mr. Pelowski to put the 1972 GMC Truck with Hawk Boom Loader and Case W9G front-end loader out for bid and have all other items sold for scrap.

Mr. Pelowski commended the Highway Department for their help in the operation of the Transfer Station while in the process of employee change over.

HIGHWAY DEPARTMENT

Highway Engineer Brian Ketring met with the Board to request approval of a resolution allowing the transfer of accumulated balances from the Municipal Fund to the regular construction account. A motion was made by Commissioner Johnston, seconded by Commissioner Walker and carried unanimously to adopt the following resolution:

2009-08-

WHEREAS, Minnesota Statute 162.08, Subd 4 (3d), provides that accumulated balances in excess of two years of municipal account apportionments may be spent on projects located outside of municipalities under 5000 population when approved solely by resolution of the county board.

NOW, THEREFORE, BE IT RESOLVED, that the Roseau County Board transfer \$200,000.00 (all funds) in excess of two years apportionment into the Regular Construction Account.

Engineer Ketring reported to the Board that FEMA has completed their assessment of the damage in Roseau County resulting from the spring high water event. Roseau County will be allocated approximately 5.45 million dollars to repair roads and ditches affected by the spring high water event. Mr. Ketring commended the efforts of Mr. Morris Hulst who worked as a Liaison between Roseau County and FEMA providing an invaluable service to the County. The Board asked Mr. Ketring to express their appreciation for all of his efforts.

Engineer Ketring reported to the Board that the MPCA visited Roseau County on 8/6/09 to do an inspection on County Road 139. The inspection was due to a constituent concern over using crushed glass combined with gravel as a road surface. The road was inspected and found to be well within regulation. The Highway committee will research whether or not to continue using this supply of gravel in the future. Commissioner Foldesi raised the question of whether or not the County should be responsible for repairing vehicle tires damaged due to crushed glass on county roads. Engineer Ketring stated that MCIT would be responsible for investigating claims and would then determine whether or not the county is liable for repair.

Engineer Ketring presented the Board with an Amended ATV Ordinance for their approval. The amended ordinance contains an updated list of County State Aid Highways and County Roads listed in the ordinance. A motion was made by Commissioner Johnston, seconded by Commissioner and carried unanimously to adopt the following ATV Ordinance:

ROSEAU COUNTY ORDINANCE NO. 33

Amended 8-11-09

ROSEAU COUNTY ORDINANCE FOR THE MANAGEMENT OF ALL TERRAIN VEHICLES IN THE PUBLIC RIGHT OF WAY ON CERTAIN ROADS WITHIN THE COUNTY'S JURISDICTION

THE COUNTY OF ROSEAU DOES ORDAIN:

Subdivision 1. Findings, purpose and intent.

Minnesota Statutes § 84.82-84.928 generally regulate the use of all terrain vehicles within the right of way for trunk highways, county state aid highways, and county roads. Consistent with these statutes, and to provide for the health, safety and welfare of its citizens, and to ensure the integrity of roads falling under the jurisdiction of Roseau County, this Ordinance is enacted to regulate the use of all terrain vehicles on county state aid highways and county roads within Roseau County.

Pursuant to Minnesota Statutes § 84.928, subd. 6(c), the County makes the following findings:

1. That the following County State Aid Highways and County Roads exist throughout Roseau County:

- County State Aid Highway 2 from County State Aid Highway 13 east sixteen (16) miles to County Road 141
- County State Aid Highway 4 from Trunk Highway 89 east nine (9) miles to Hayes Lake State Park
- County State Aid Highway 7 from Kittson County State Aid Highway No. 25 south and east to County State Aid Highway 10
- County State Aid Highway 72 (excepting 2nd Ave. SE to 2nd Ave. SW in the City of Roseau)
- County State Aid Highway 6
- County State Aid Highway 8
- County State Aid Highway 10
- County State Aid Highway 11
- County State Aid Highway 12
- County State Aid Highway 13
- County State Aid Highway 14
- County State Aid Highway 15
- County State Aid Highway 16
- County State Aid Highway 17
- County State Aid Highway 18
- County State Aid Highway 19
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- County Road 149

2. That the above County State Aid Highways and County Roads are in an area of the County that is generally flat and contains numerous and extensive lowlands.

3. That the terrain adjacent to the above roads is such that travel by all terrain vehicles in the ditch or outside slopes for such roads is not possible.

Subdivision 2. Definitions.

The following definitions apply to this Ordinance.

1. **ATV or All Terrain Vehicle** shall mean a motorized flotation-tired vehicle of not less than three, but not more than six, low pressure tires, with an engine displacement of less than 800 cubic centimeters, and a total dry weight of less than 900 pounds.

2. **County** means the County of Roseau, Minnesota.

3. **County State Aid Highway or CSAH** means the following roads located in Roseau County:

- County State Aid Highway 2 from County State Aid Highway 13 east sixteen (16) miles to County Road 141
- County State Aid Highway 4 from Trunk Highway 89 east nine (9) miles to Hayes Lake State Park
- County State Aid Highway 7 from Kittson County State Aid Highway No. 25 south and east to County State Aid Highway 10
- County State Aid Highway 72 (excepting 2nd Ave. SE to 2nd Ave. SW in the City of Roseau)
- County State Aid Highway 6
- County State Aid Highway 8
- County State Aid Highway 10
- County State Aid Highway 11
- County State Aid Highway 12
- County State Aid Highway 13
- County State Aid Highway 14
- County State Aid Highway 16
- County State Aid Highway 17
- County State Aid Highway 18
- County State Aid Highway 19
- County State Aid Highway 20
- County State Aid Highway 23
- County State Aid Highway 24
- County State Aid Highway 28
- County State Aid Highway 30
- County State Aid Highway 33
- County State Aid Highway 34
- County State Aid Highway 35

4. **County Road** means the following roads located in Roseau County:

- County Road 101
- County Road 102
- County Road 103
- County Road 104

- County Road 105
- County Road 106
- County Road 107
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- County Road 149

Subdivision 3. Permitted Operation of ATVs on certain roads in Roseau County.

1. Except as provided below and in Minnesota Statutes § 84.928, subd. 1(e), it shall be unlawful for any person to operate an all terrain vehicle on the roadway, shoulder or inside bank or slope of any County State Aid Highway or county road within Roseau County.

2. It shall be permissible to operate an all terrain vehicle on the roadway on the following County State Aid Highways and County Roads within Roseau County:

- County State Aid Highway 2 from County State Aid Highway 13 east sixteen (16) miles to County Road 141
- County State Aid Highway 4 from Trunk Highway 89 east nine (9) miles to Hayes Lake State Park
- County State Aid Highway 7 from Kittson County State Aid Highway No. 25 south and east to County State Aid Highway 10
- County State Aid Highway 72 (excepting 2nd Ave. SE to 2nd Ave. SW in the City of Roseau)
- County State Aid Highway 6
- County State Aid Highway 8
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- County Road 149

3. Persons operating all terrain vehicles on any of the roadways listed above must operate the all terrain vehicle on the extreme right hand side of the road, making left turns across the road only if it is safe to do so under prevailing conditions.

4. Persons operating all terrain vehicles within the right of way of any of the roadways listed above shall not operate their ATV on the inside slope, ditch bottom or outside slope of the right of way, unless such operation is otherwise permitted by appropriate trail designation or signage.

5. Except as otherwise provided in this Ordinance, all operation of all terrain vehicles shall be in compliance with Minnesota Statutes § 84.92-84.928, as well as any other federal, state, or local rule or regulation.

Subdivision 4. Effective Date.

This ordinance shall be in full force and effect upon adoption pursuant to Minnesota law.

NORTHWEST COMMUNITY ACTION

John Wynne met with the Board on behalf of Northwest Community Action to request approval of a resolution of Support for Administration of Homeless Prevention and Rapid Re-Housing Program. The grant funded program provides financial assistance for homelessness prevention to re-house singles, families or unaccompanied youth who meet HUD's definition of homelessness. NWCA must have a resolution of support from the Roseau County Board in order to administer the program. A motion to approve the Resolution of Support was made by Commissioner Johnston, seconded by Commissioner Rasmussen and carried unanimously.

John Wynne requested authorization to submit a pre-application to the State of Minnesota in order to receive a small cities grant for housing rehabilitation funding. This grant would focus primarily on providing affordable housing options for those in rural areas of Roseau County. A motion to authorize Mr. Wynne to submit the pre-application was made by Commissioner Swanson, seconded by Commissioner Rasmussen and carried unanimously.

Commissioner Swanson recessed the Board meeting at 10:45. The meeting reconvened at 11:00 a.m.

DISCUSSION

The Board discussed the land asset pilot project at length during committee reports. Commissioner Foldesi informed the Board that for the first land transaction the DNR would prefer to buy and sell land outright as opposed to trading parcels of land. The committee will meet on August 19, 2009 to further clarify procedures for land acquisition or sale.

Auditor Anne Granitz met with the Board to discuss 2010 County appropriations, miscellaneous budget items and unorganized township budgets. Commissioners Foldesi, Rasmussen and Walker will prepare the 2010 budgets for the unorganized townships they represent and recommend 2010 tax levies at the August 25, 2009 meeting.

The Board was asked to review appropriation requests for discussion and approval at the August 25, 2009 Board Meeting.

The Board discussed County Apportionment of Payment in Lieu of Taxes in unorganized townships. To date these funds are allocated to the general fund. Minnesota Statute states that the county may allocate the amount determined to be necessary for maintenance for roads in unorganized townships. The Board was asked to review the current statute and determine if PILT payments should continue to be deposited in the general fund for property tax levy reduction or if the PILT payments should be distributed to the specific township for which the payment has been received.

The Board discussed nominations for the One Woman 2010 campaign. The Board discussed nominating a woman from an unorganized township who has served in the U.S. military. Veteran's Service officer Jeff Parker was asked to review possible candidates with Commissioners Johnston and Walker and report back to the Board with a nomination.

Coordinator Klein addressed the Board regarding interoffice communication. Ms. Klein noted that it is a policy of Roseau County to foster open communication with internal and

external customers and would like to see all employees prompt and courteous with e-mails, correspondence and telephone calls.

ASSESSOR'S OFFICE

County Assessor Al Heim met with the Board to request advertising for the position of Assessor II in the Roseau County Assessor's office. A motion to approve advertising for the position of Assessor II was made by Commissioner Foldesi, seconded by Commissioner Walker and carried unanimously. Commissioners Foldesi and Swanson agreed to serve on the selection committee.

Upon motion carried, the Board adjourned the regular meeting at 1:00 p.m. The next regular meeting of the Board is scheduled for August 25, 2009 at 8:30 a.m.

Attest:

Date: _____

Ann Marie Miller, Board Clerk
Roseau County, Minnesota

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

DRAFT

ITEM # Consent 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Nelson, Gracia	*Department Emergency Management	*Board Meeting Date Aug 25 2009
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***Subject Title (As it will appear on the agenda):**
Emergency Management Performance (EMPG) Grant Agreement for 2009

***Background (Provide sufficient detail of the subject):**
This is a yearly grant that counties in Minnesota receive from the federal government through the State of Minnesota to offset some of emergency management expenses. The 2009 grant is for \$14, 642.00.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**
Please make a resolution accepting this grant and the chair should sign the three copies.

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk



Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 444 Cedar Street, Suite 223 St Paul, Minnesota 55101	Grant Program: Emergency Management Performance Grant 09 Grant Agreement No.: 2009-EMPG-00448
Grantee: Roseau County 606 SW 5th Avenue Roseau, Minnesota 56751	Grant Agreement Term: Effective Date: 1/1/2009 Expiration Date: 12/31/2009
Grantee's Authorized Representative: Gracia Nelson, Homeland Security & Emergency Management Director 606 5th Ave SW Roseau, Minnesota 56751 Phone: (218) 463-3375 Email: gracia_n@yahoo.com	Grant Agreement Amount: Original Agreement \$ 14,642.00 Matching Requirement \$ 14,642.00
State's Authorized Representative: Kathleen Gaida, Grants Specialist Homeland Security and Emergency Management Division 444 Cedar Street, Suite 223 St Paul, Minnesota 55101 Phone: (651) 201-7422 Fax: (651) 296-0459 Email: kathleen.gaida@state.mn.us	Federal Funding: CFDA 97.042 State Funding: N/A Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Emergency Management Performance Grant 09 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 444 Cedar Street, Suite 223, St Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 09 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (www.wego.dps.state.mn.us), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No. 2009-EMPG-00448 / 2000-13118

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: Gracia C. Nelson

Title: Director, Kasco City HSEM

Date: 8/13/09

Distribution: DPS/FAS
Grantee
State's Authorized Representative

ITEM # Consent 3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Nelson, Gracia	*Department Emergency Management	*Board Meeting Date Aug 25 2009
--	--	---

***Subject Title (As it will appear on the agenda):**
MnDOT Communicatoin's Facility Use Agreement with Roseau County allowing Roseau County to place their communications equipment on the towers at Greenbush and Warroad.

***Background (Provide sufficient detail of the subject):**
MnDOT has agreed to allow Roseau County to place Roseau County's communication equipment on the MnDOT owned towers for \$300.00 per year for 1 - 2 stations, \$400.00 per year for 3 to 4 stations; or \$500.00 for 5 or more stations.

***Financial Consideration:**
\$400.00 per year for use of the Greenbush Tower and \$400 per year for use of the Warroad Tower

***Legal Consideration:**
County Attorney Lisa Hanson has reviewed the contracts and questioned the insurance issue with MCIT. Auditor Anne Granitz reviewed the codument and stated that if requested, she would provide insurance documentation to MnDOT.

***Other Consideration:**
None

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

THIS AGREEMENT made this 1st day of August, 2009, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the County of Roseau, 606 5th Avenue SW, Roseau, Minnesota 56751, hereinafter referred to as COUNTY;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit non-state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located near Greenbush, which is more fully described in Exhibit A2, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs MN/DOT is willing and able to provide space on the Tower and in Shelter to COUNTY under certain terms and conditions, and

WHEREAS COUNTY requires space on this Tower and in Shelter to install and maintain COUNTY'S communications equipment as described in the attached **Exhibits B2 & B3**.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

1. COMMUNICATIONS FACILITY

MN/DOT grants and COUNTY accepts an Agreement (Agreement) for the use of the **Greenbush Communications Facility** located in the County of Roseau, Minnesota, to-wit:

Antenna space and shelter space on Mn/DOT'S Property, referred to herein as the "Communications Facility," located on or within that certain real property more fully described in Exhibit A2,

2. TERM

The term of this Agreement is for ten (10) years, commencing on August 1, 2009, through July 31, 2019

- 2.1 This agreement shall renew automatically at the same terms and conditions as described herein.
- 2.2 In the event that either party elects not to renew this Agreement at the scheduled renewal date. That party shall send a written notice to the other party informing them that they wish to terminate or renegotiate the Agreement. Said notice must be received thirty (30) days prior to the end date stated above.

3. USE

- 3.1 Mn/DOT hereby grants COUNTY a non-exclusive right to install, use and maintain COUNTY'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): COUNTY shall, at COUNTY'S expense, mount COUNTY'S antenna (s) only in such location(s) on the Communications Facility as described in **Exhibits B2 & B3**, attached hereto.
- 3.3 COUNTY may not add additional equipment cabinets or antennas from that described in **Exhibits B2 & B3**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

4. PAYMENT OF ELECTRICAL SERVICES

- 4.1 COUNTY agrees to pay to Mn/DOT for one (1) base station, for the Term of the Cooperative Agreement the sum of Three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
 - 1 to 2 Stations = \$300.00 per year
 - 3 to 4 Stations = \$400.00 per year
 - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to COUNTY.
- 4.3 COUNTY agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation
Accounting and Finance Section
395 John Ireland Blvd., Mail Stop 215
St. Paul, Minnesota 55155-1899
Attn: Accounts Receivable (651) 366-3083 or (651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

5. TERMINATION

- 5.1 COUNTY may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to the Mn/DOT.
- 5.2 Mn/DOT may terminate this Agreement for the following reasons:
 - a. In the event of any failure of COUNTY to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by COUNTY for more than thirty (30) days after written notice of such default has been given to COUNTY. Upon such termination, COUNTY shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from COUNTY hereunder or to enforce the other obligations of COUNTY hereunder.
 - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.3 Upon termination, COUNTY shall have One Hundred Eighty (180) days from the date of delivery of notice of termination to remove all of COUNTY'S equipment from the Communications Facility and MN/DOT'S Property. COUNTY'S failure to remove such equipment within One Hundred Eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge COUNTY for the reasonable cost of removal and disposal thereof.
- 5.4 COUNTY may terminate this Agreement if COUNTY is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.5 Upon termination and at Mn/DOT'S written request, COUNTY shall restore any painted surfaces disturbed by COUNTY'S occupancy to their original condition.

5.6 Mn/DOT and COUNTY hereby agree that COUNTY shall not be reimbursed by Mn/DOT for any investment or expense incurred by COUNTY as a result of this Agreement upon termination of the Agreement.

6. DUTIES OF MN/DOT

6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes,.

6.2 Mn/DOT shall, upon execution of this Agreement, provide COUNTY with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be COUNTY'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.

6.3 Mn/DOT hereby grants to COUNTY non-exclusive right of access to the Communications Facility as necessary to install and maintain COUNTY'S equipment.

6.4 Mn/DOT shall provide COUNTY with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.

6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to COUNTY for its use.

6.6 Mn/DOT hereby grants to COUNTY easement rights to connect to such services as are available from third party vendors.

6.7 Mn/DOT shall approve all electrical and telephone wiring routes prior to installation by COUNTY or COUNTY'S contractors, which approval shall not be unreasonably withheld.

6.8 Mn/DOT shall have no liability to COUNTY for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

7. DUTIES OF COUNTY

7.1 COUNTY warrants that COUNTY'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, COUNTY shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference

is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.

- 7.2 COUNTY shall in no way alter, disrupt or modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 COUNTY, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, COUNTY shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. COUNTY shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 COUNTY shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 COUNTY shall install and maintain COUNTY'S antennas and equipment in accordance with good engineering practices and in accordance with Mn/DOT'S technical standards, if any. COUNTY'S communications equipment shall be installed, operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 COUNTY shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of COUNTY'S occupancy of said Communications Facility.
- 7.9 COUNTY hereby agrees that COUNTY'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the COUNTY'S communications system in proper working order in and around the Communications Facility and tower.

8. CHANGES TO COUNTY'S EQUIPMENT

Any future changes to COUNTY'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of COUNTY'S equipment, whether or not said alterations affect the fees payable under this Cooperative Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.

9. INSURANCE

COUNTY and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. COUNTY, and subcontractors, agrees to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

COUNTY, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. PERSONAL PROPERTY

Any fixtures or equipment attached to, or installed in any part of the Communications Facility by COUNTY shall remain the personal property of COUNTY with right of replacement or removal at all reasonable times during the term of this Cooperative Agreement, or any extension thereof.

11. DESTRUCTION OF THE COMMUNICATIONS FACILITY

If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.

12. NOTICES

All notices or communications between COUNTY and Mn/DOT shall be sent in writing to the following:

Mn/DOT: Technical:
 State of Minnesota
 Department of Transportation
 Attn: Lease Manager
 Office of Electronic Communications
 1500 West County Road B2 MS-730
 Roseville, Minnesota 55113
 (651) 234-7977 or (651) 234-7964

COUNTY:

Billing:
Roseau County
Homeland Security & Emergency Management
606 5th Avenue SW
Roseau, MN 56751
(218) 463-3375
gracia.nelson@co.roseau.mn.us
Federal Tax ID: 41-6005-889
State ID :

The remainder of this page is left blank

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

COUNTY:

COUNTY certifies that the appropriate person(s) have executed the Use Agreement on behalf of COUNTY as required by applicable articles, bylaws, resolutions or ordinances

By _____

Print Name: _____

Title: _____
(Print or type)

Date _____

Mn/DOT:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By  _____
Mark Greseke

Title: Director

Date 7-22-09

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

LIST OF EXHIBITS

EXHIBIT A1: FCC Antenna Structure Registration (ASR).

EXHIBIT A2: Location Map

EXHIBIT A3: Site Layout

EXHIBIT B1: Compound Layout Diagram

EXHIBIT B2: Tower Diagram with COUNTY Antenna location

EXHIBIT B3: Installation Instructions

EXHIBIT C: Site Access:

EXHIBIT D: Statement of Structural Analysis Requirement



**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION**



Owner: Minnesota, State of

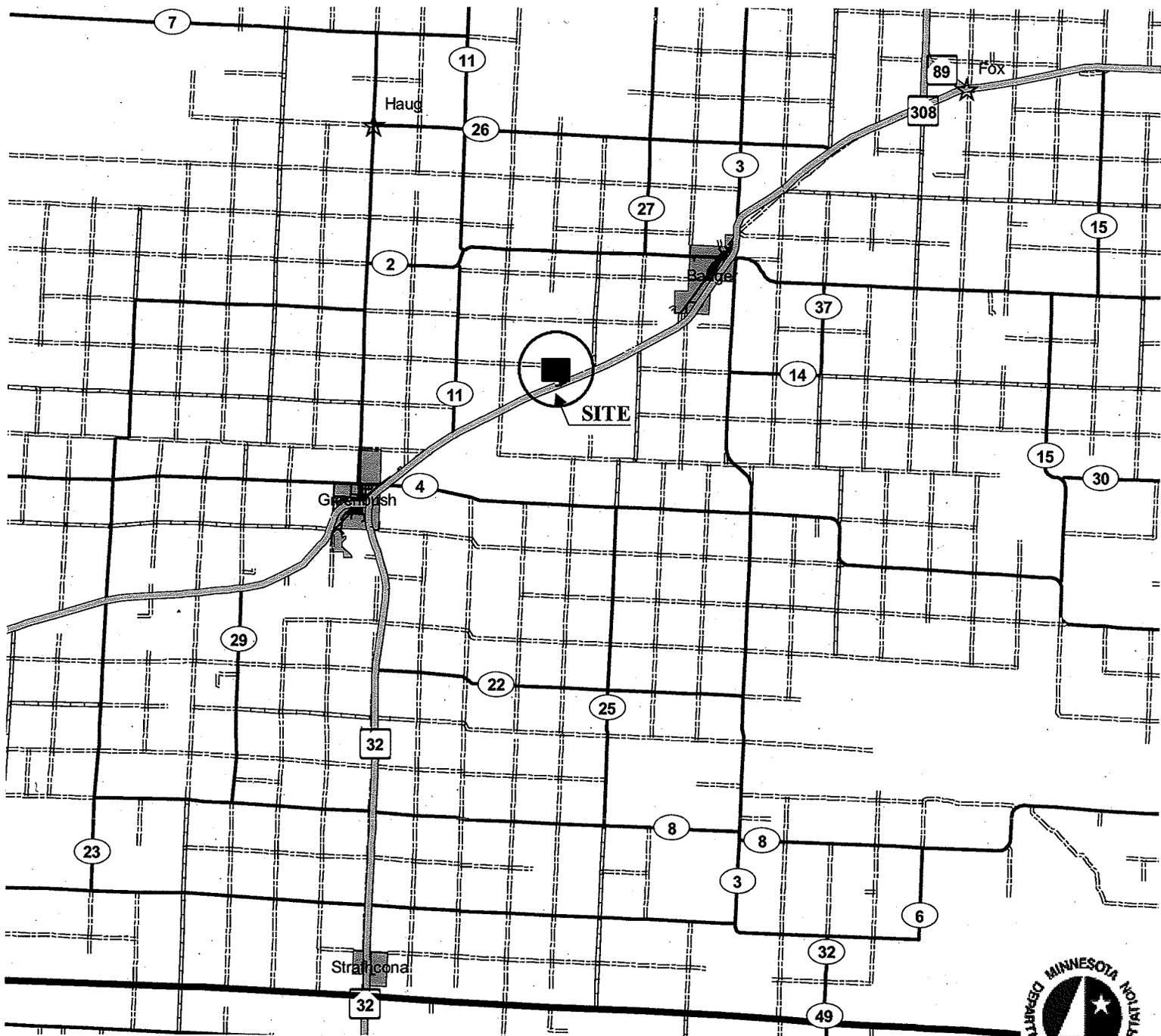
FCC Registration
Number (FRN): 0002608115

Electronic Communications Office Minnesota, State of 395 John Ireland Blvd, MS730 Saint Paul, MN 55155	Antenna Structure Registration Number: <p align="center">1248972</p>
	Issue Date: <p align="center">06-22-2005</p>
Location of Antenna Structure: State Highway 11, 4 miles NE of Greenbush, MN	Ground Elevation (AMSL): <p align="center">328.6 meters</p>
	Overall Height Above Ground (AGL): <p align="center">106.4 meters</p>
Latitude Longitude 48-44-31.8N 96-5-6.2W NAD83	Overall Height Above Mean Sea Level (AMSL): <p align="center">435.0 meters</p>
Painting and Lighting Requirements: FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 70/7460-1K	
Special Conditions:	

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854.** To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.



Greenbush Tower - Agreement #95208-R
OWNER: Mn/DOT

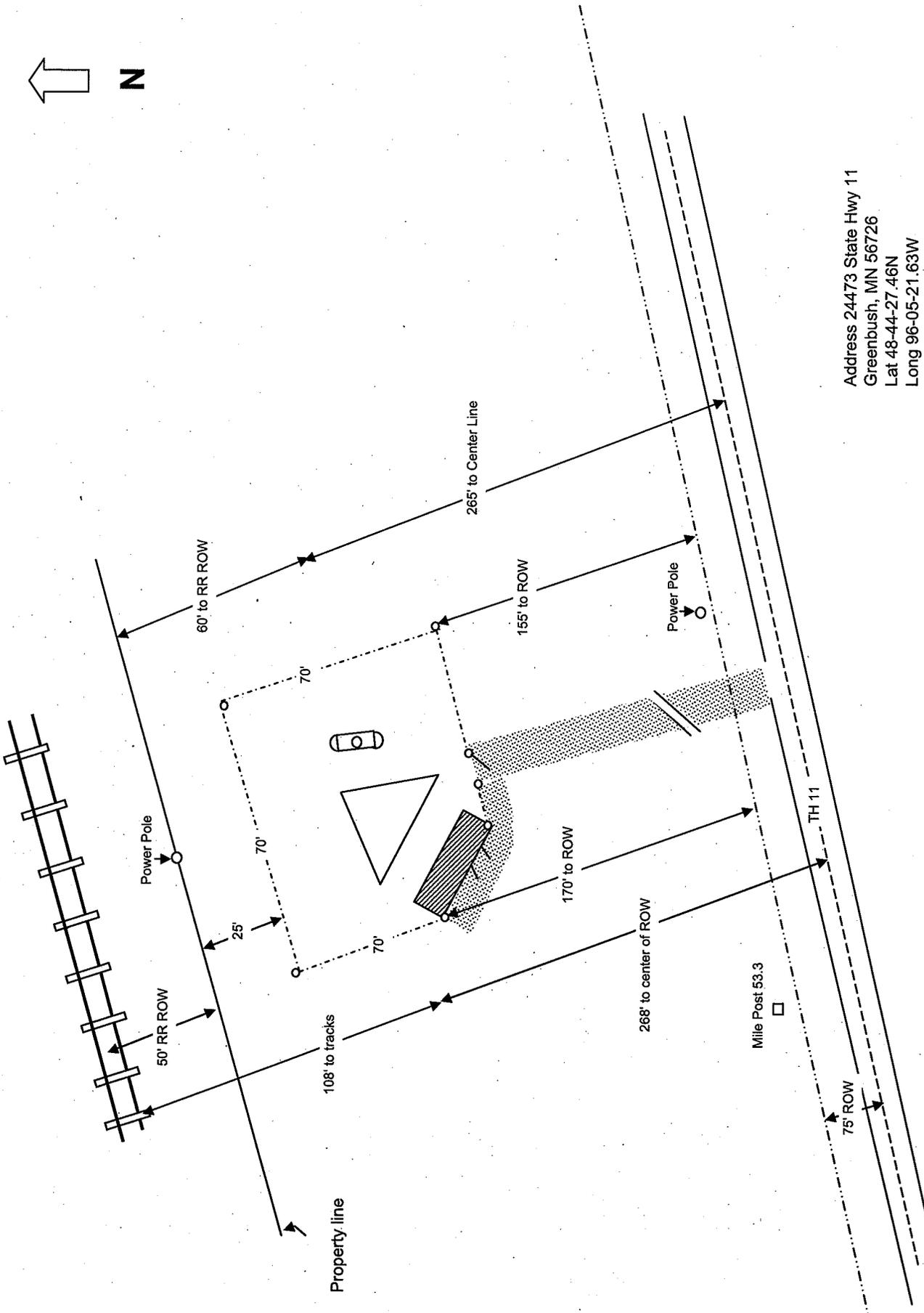
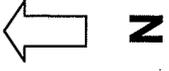
LEGAL:
SE of the NW Quarter Section 28
T161, R42 Skagen Township, Roseau County, MN

9-1-1 ADDRESS:
24473 State Hwy 11
Greenbush, MN 56726

TOWER CENTER:
Lat 48-44-31.8N
Long 96-05-6.2W NAD83

EXHIBIT A2





Address 24473 State Hwy 11
Greenbush, MN 56726
Lat 48-44-27.46N
Long 96-05-21.63W

Greenbush Tower Agreement 95208-R	Minnesota Dept. of Transportation
SCALE = None	Date: July 20, 2009

Exhibit A3

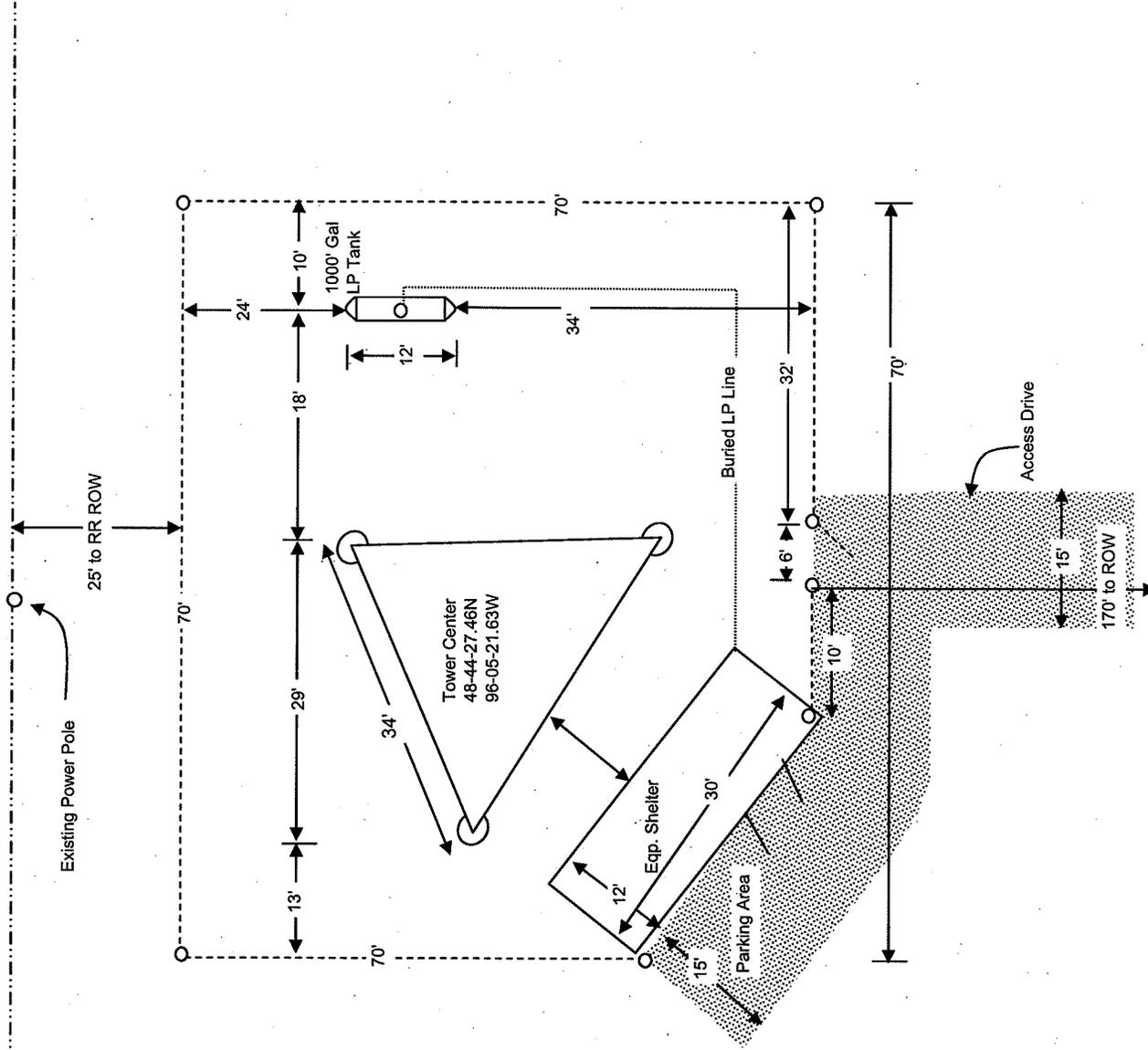
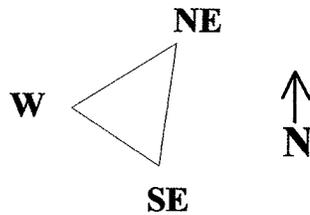
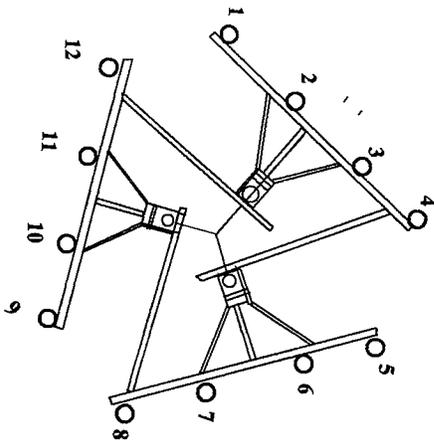


Exhibit B1

Greenbush Tower Agreement # 95208-R	Minnesota Dept. of Transportation
SCALE = None	Date: July 20, 2009

ANTENNA KEY - Roseau County Antennas				
Model	Height to Tip	Pipe or Leg	Coax	Mounts
1- DB-224E-A	220'	W Leg	AVA5-50 7/8"	Side Arm
1- DB-224E-A	180'	W Leg	AVA5-50 7/8"	Side Arm
EQUIPMENT IN SHELTER - Roseau County				
Equip.	Description			
MACOM MASTR III	VHF 100 watt Repeater -			
Sinclair Tx Combiner	Model No. TJ2214			
Sinclair Rx Multicoupler	Model No. RM200-004S1B			
Sinclair Intermod Panel	Model No. PC2213			
FREQUENCY INFORMATION - Roseau County				
Transmit = 152.0075 Mhz Tone 114.8		Receive = 155.475 Mhz Tone Open		
Transmit = 154.355 Mhz Tone 114.8		Receive = 154.355 Mhz Tone 114.8		
Transmit = 155.325 Mhz Tone 103.5		Receive = 155.325 Mhz Tone 103.5		
Transmit = 155.700 Mhz Tone 114.8		Receive = 154.890 Mhz Tone 103.5		

T-Boom Mounting Detail

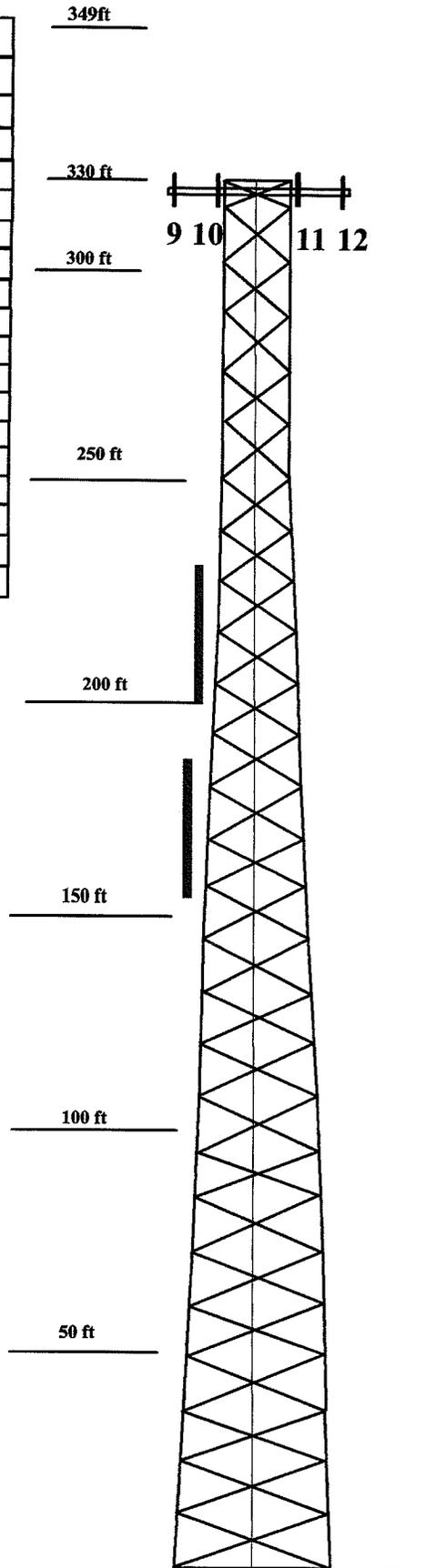


Tower Orientation

Greenbush Tower
Minnesota Department of Transportation

July 20, 2009
 Agreement #95208-R

Exhibit B2



Tower Elevation

Scale = None

Installation Instructions

RACK SPACE:

Roseau County or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS). Rack #1 - See attached diagram Exhibit B3 – Pg. 2.

Additional rack space will be assigned if needed.

InterMod Panel:

Roseau County shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the County frequencies used at the site and the frequencies used by other public safety agencies.

Grounding

ROSEAU COUNTY or its contractor installation work shall be R56 compliant.

Entrance Panel

ROSEAU COUNTY or its contractor shall arrange the entrance panel location with the RMS. Port #2 Outside view – See Exhibit B3 - Pg. 3

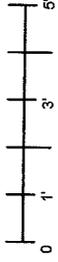
Coax Management

ROSEAU COUNTY or its contractor shall arrange the cable management location with the RMS. Stackable snap-in hangers. See Exhibit B3 – Pg 4.

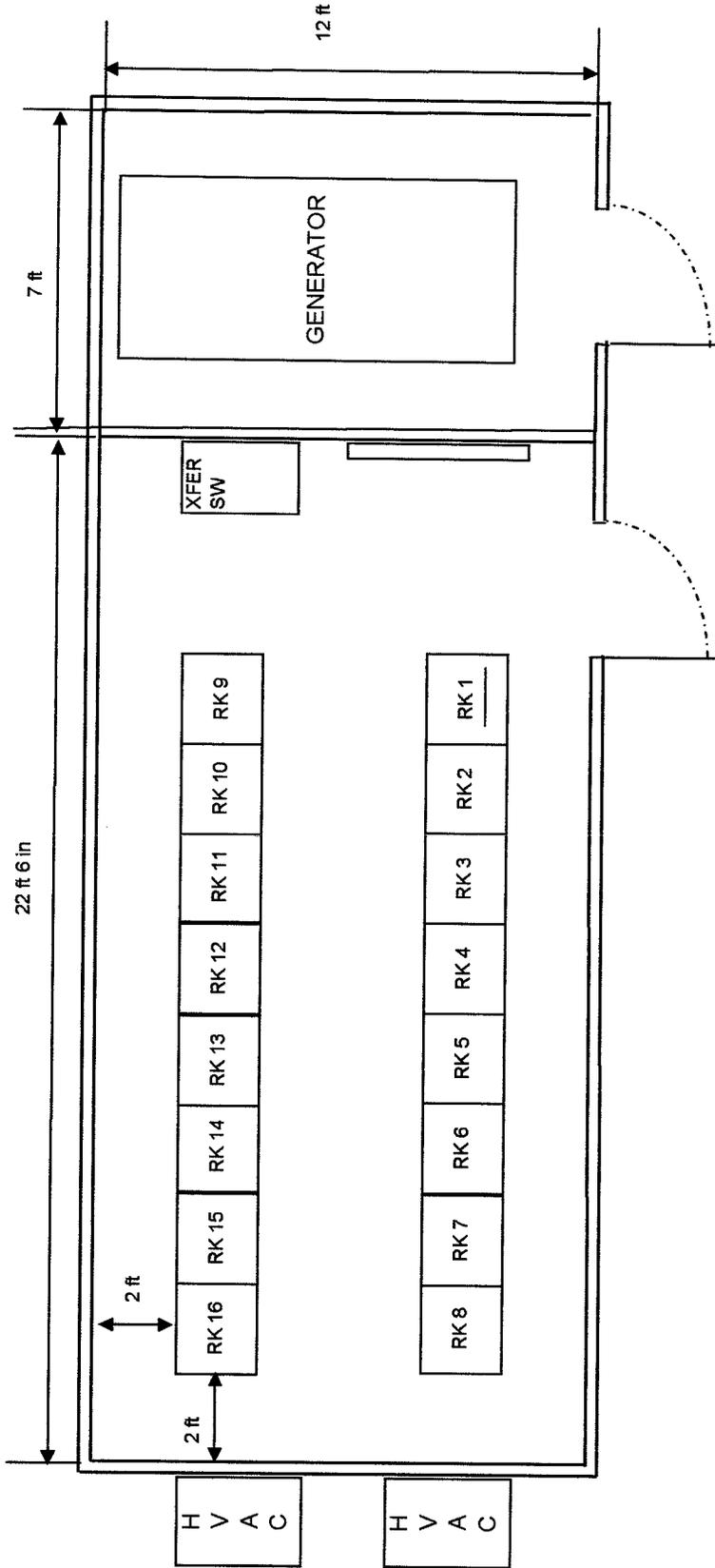
RMS
Radio Maintenance Supervisor
Keith Holmstrom
(218) 846-7974
(218) 850-9467 Cellular

Site Name: Greenbush

DWG. NO.



Scale: 1/4" = Approximately 1Ft.



NOTES:

1. EQUIPMENT RACK NUMBERS ARE LOCATED ON THE FRONT OF THE EQUIPMENT.

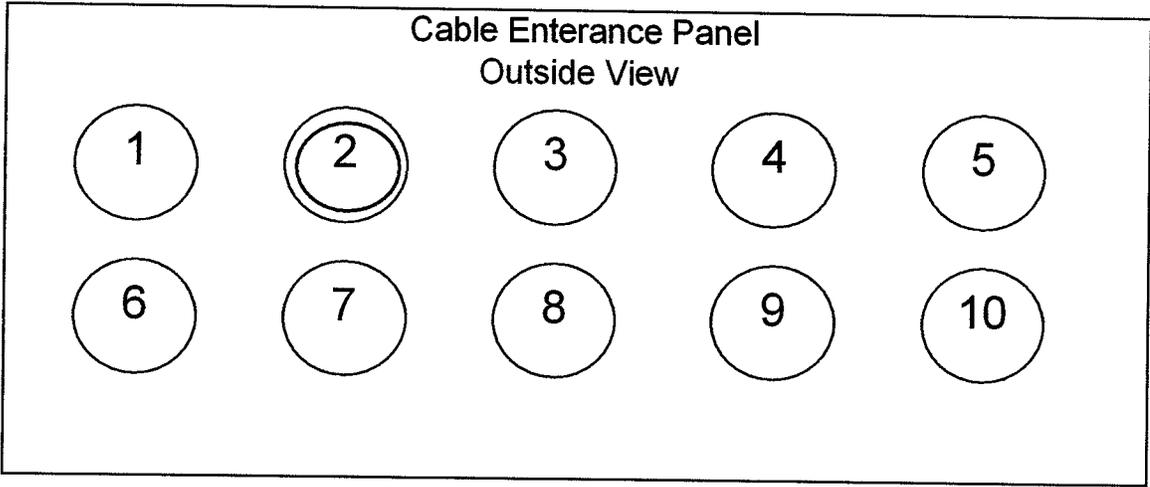
3. EQUIPMENT RACKS:

- RK 1 = Roseau County
- RK 2 =
- RK 3 =
- RK 4 = State
- RK 5 = State
- RK 6 = State
- RK 7 = State
- RK 8 = State

3. EQUIPMENT RACKS:

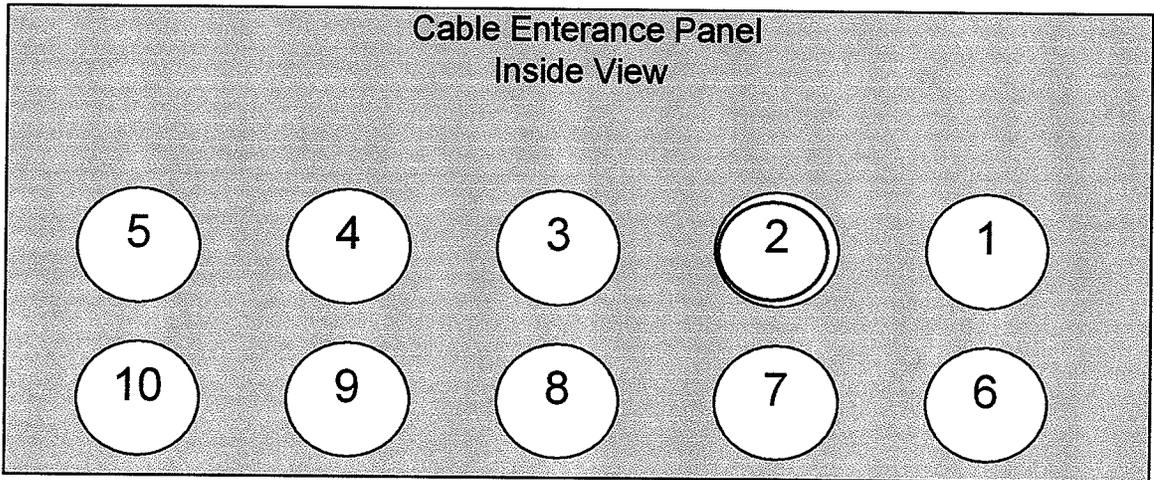
- RK 9 = State
- RK 10 = State
- RK 11 = State
- RK 12 = State
- RK 13 = State
- RK 14 = State
- RK 15 = State
- RK 16 = State

NOTE: Additional rack space will be assigned if needed

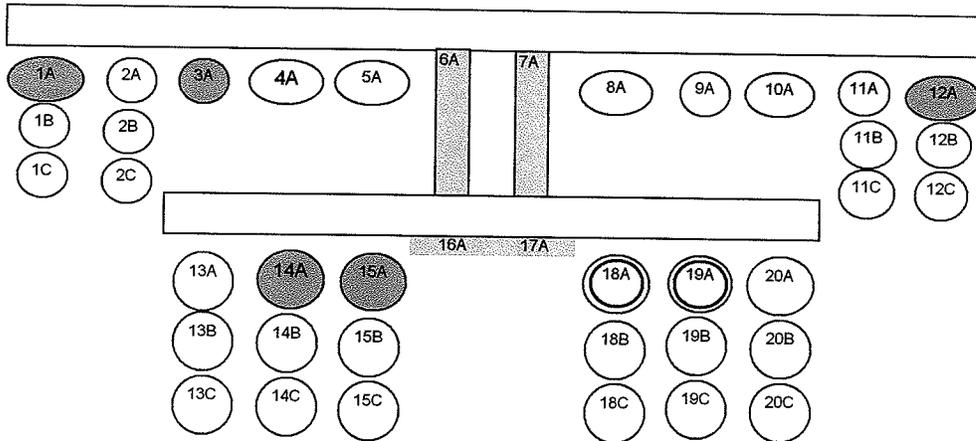


- USE**
- 1 MDC Antenna
 - 2 ROSEAU COUNTY
 - 3 Future Microwave to Haug
 - 4 ARMER TX
 - 5 ARMER RX, ARMER TTA
 - 6 Microwave to Lake Bronson
 - 7 Microwave to Lake Bronson
 - 8 Future Microwave to Roseau
 - 9 Microwave to Middle River
 - 10 Microwave to Middle River

- Cable Type**
- LDF5-50A
 - AVA5-50 7/8"
 - EW63
 - LDF6-50A
 - LDF5-50A, LDF4-50A
 - EW63
 - EW63
 - EW63
 - EW63
 - EW63



Cable Management TOP View



A	B	C
Use	Type	Use
1	Future Microwave to Haug	EW63
2		
3	ARMER TX	LDF6-50A
4	Microwave to Lake Bronson	EW63
5	Microwave to Lake Bronson	EW63
6	Stacker Bolts	
7	Stacker Bolts	
8	Microwave to Middle River	EW63
9		
10	Microwave to Middle River	EW63
11	MDC	LDF5-50A
12	Future Microwave to Roseau	EW63
13		
14	ARMER RX	LDF5-50A
15	ARMER TTA	LDF4-50A
16	Stacker Bolts	
17	Stacker Bolts	
18	ROSEAU COUNTY	AVA5-50
19	ROSEAU COUNTY	AVA5-50
20		

"Site Access"

MN/DOT-OEC will provide a designated Roseau County individual (or their designee) with a key to the Greenbush tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Roseau County.

Contact Information

Radio Maintenance Supervisor
Keith Holmstrom
(218) 846-7974
(218) 850-9467 Cellular.

Roseau County shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Roseau County and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of the Agreement.

Site Entry Notification

Roseau County or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Roseau County or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Roseau County should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Roseau County personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Roseau County. Roseau County or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Roseau County or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Roseau County individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

Agreement No. 95208-R
Roseau County
Greenbush Tower

A structural analysis report is not required for this Cooperative Agreement.

The Roseau County antenna loading as requested will not require a structural analysis.

Exhibit D

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

THIS AGREEMENT made this 1st day of August, 2009, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the County of Roseau, 606 5th Avenue SW, Roseau, Minnesota 56751, hereinafter referred to as COUNTY;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit non-state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located near Warroad, which is more fully described in Exhibit A2, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs MN/DOT is willing and able to provide space on the Tower and in Shelter to COUNTY under certain terms and conditions, and

WHEREAS COUNTY requires space on this Tower and in Shelter to install and maintain COUNTY'S communications equipment as described in the attached Exhibit B1 & B3.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

1. COMMUNICATIONS FACILITY

MN/DOT grants and COUNTY accepts an Agreement (Agreement) for the use of the Warroad Communications Facility located in the County of Roseau, Minnesota, to-wit:

Antenna space and shelter space on Mn/DOT'S Property, referred to herein as the "Communications Facility," located on or within that certain real property more fully described in Exhibit A2,

2. TERM

The term of this Agreement is for ten (10) years, commencing on August 1, 2009, through July 31, 2019

- 2.1 This agreement shall renew automatically at the same terms and conditions as described herein.
- 2.2 In the event that either party elects not to renew this Agreement at the scheduled renewal date. That party shall send a written notice to the other party informing them that they wish to terminate or renegotiate the Agreement. Said notice must be received thirty (30) days prior to the end date stated above.

3. USE

- 3.1 Mn/DOT hereby grants COUNTY a non-exclusive right to install, use and maintain COUNTY'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): COUNTY shall, at COUNTY'S expense, mount COUNTY'S antenna (s) only in such location(s) on the Communications Facility as described in **Exhibits B1 & B3**, attached hereto.
- 3.3 COUNTY may not add additional equipment cabinets or antennas from that described in **Exhibits B1 & B3**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

4. PAYMENT OF ELECTRICAL SERVICES

- 4.1 COUNTY agrees to pay to Mn/DOT for one (1) base station, for the Term of the Cooperative Agreement the sum of Three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
 - 1 to 2 Stations = \$300.00 per year
 - 3 to 4 Stations = \$400.00 per year
 - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to COUNTY.
- 4.3 COUNTY agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation
Accounting and Finance Section
395 John Ireland Blvd., Mail Stop 215
St. Paul, Minnesota 55155-1899
Attn: Accounts Receivable (651) 366-3083 or (651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

5. TERMINATION

- 5.1 COUNTY may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to the Mn/DOT.
- 5.2 Mn/DOT may terminate this Agreement for the following reasons:
 - a. In the event of any failure of COUNTY to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by COUNTY for more than thirty (30) days after written notice of such default has been given to COUNTY. Upon such termination, COUNTY shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from COUNTY hereunder or to enforce the other obligations of COUNTY hereunder.
 - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.3 Upon termination, COUNTY shall have One Hundred Eighty (180) days from the date of delivery of notice of termination to remove all of COUNTY'S equipment from the Communications Facility and MN/DOT'S Property. COUNTY'S failure to remove such equipment within One Hundred Eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge COUNTY for the reasonable cost of removal and disposal thereof.
- 5.4 COUNTY may terminate this Agreement if COUNTY is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.5 Upon termination and at Mn/DOT'S written request, COUNTY shall restore any painted surfaces disturbed by COUNTY'S occupancy to their original condition.

- 5.6 Mn/DOT and COUNTY hereby agree that COUNTY shall not be reimbursed by Mn/DOT for any investment or expense incurred by COUNTY as a result of this Agreement upon termination of the Agreement.

6. DUTIES OF MN/DOT

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide COUNTY with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be COUNTY'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to COUNTY non-exclusive right of access to the Communications Facility as necessary to install and maintain COUNTY'S equipment.
- 6.4 Mn/DOT shall provide COUNTY with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to COUNTY for its use.
- 6.6 Mn/DOT hereby grants to COUNTY easement rights to connect to such services as are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes prior to installation by COUNTY or COUNTY'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to COUNTY for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

7. DUTIES OF COUNTY

- 7.1 COUNTY warrants that COUNTY'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, COUNTY shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference

is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.

- 7.2 COUNTY shall in no way alter, disrupt or modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 COUNTY, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, COUNTY shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. COUNTY shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 COUNTY shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 COUNTY shall install and maintain COUNTY'S antennas and equipment in accordance with good engineering practices and in accordance with Mn/DOT'S technical standards, if any. COUNTY'S communications equipment shall be installed, operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 COUNTY shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of COUNTY'S occupancy of said Communications Facility.
- 7.9 COUNTY hereby agrees that COUNTY'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the COUNTY'S communications system in proper working order in and around the Communications Facility and tower.

8. CHANGES TO COUNTY'S EQUIPMENT

Any future changes to COUNTY'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of COUNTY'S equipment, whether or not said alterations affect the fees payable under this Cooperative Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.

9. INSURANCE

COUNTY and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. COUNTY, and subcontractors, agrees to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

COUNTY, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. PERSONAL PROPERTY

Any fixtures or equipment attached to, or installed in any part of the Communications Facility by COUNTY shall remain the personal property of COUNTY with right of replacement or removal at all reasonable times during the term of this Cooperative Agreement, or any extension thereof.

11. DESTRUCTION OF THE COMMUNICATIONS FACILITY

If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.

12. NOTICES

All notices or communications between COUNTY and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Technical:

State of Minnesota

Department of Transportation

Attn: Lease Manager

Office of Electronic Communications

1500 West County Road B2 MS-730

Roseville, Minnesota 55113

(651) 234-7977 or (651) 234-7964

COUNTY:

Billing:
Roseau County
Homeland Security & Emergency Management
606 5th Avenue SW
Roseau, MN 56751
(218) 463-3375
gracia.nelson@co.roseau.mn.us
Federal Tax ID: 41-6005-889
State ID :

The remainder of this page is left blank

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

COUNTY:

COUNTY certifies that the appropriate person(s) have executed the Use Agreement on behalf of COUNTY as required by applicable articles, bylaws, resolutions or ordinances

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

Mn/DOT:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By  _____
Mark Gieseke

Title: Director

Date: 7-28-09

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

LIST OF EXHIBITS

EXHIBIT A1: FCC Antenna Structure Registration (ASR).

EXHIBIT A2: Location Map

EXHIBIT A3: Site Layout

EXHIBIT B1: Tower Diagram with COUNTY Antenna location

EXHIBIT B2: Compound Layout Diagram

EXHIBIT B3: Installation Instructions

EXHIBIT C: Site Access:

EXHIBIT D: Statement of Structural Analysis Requirement



**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION**



OWNER: MINNESOTA, STATE OF

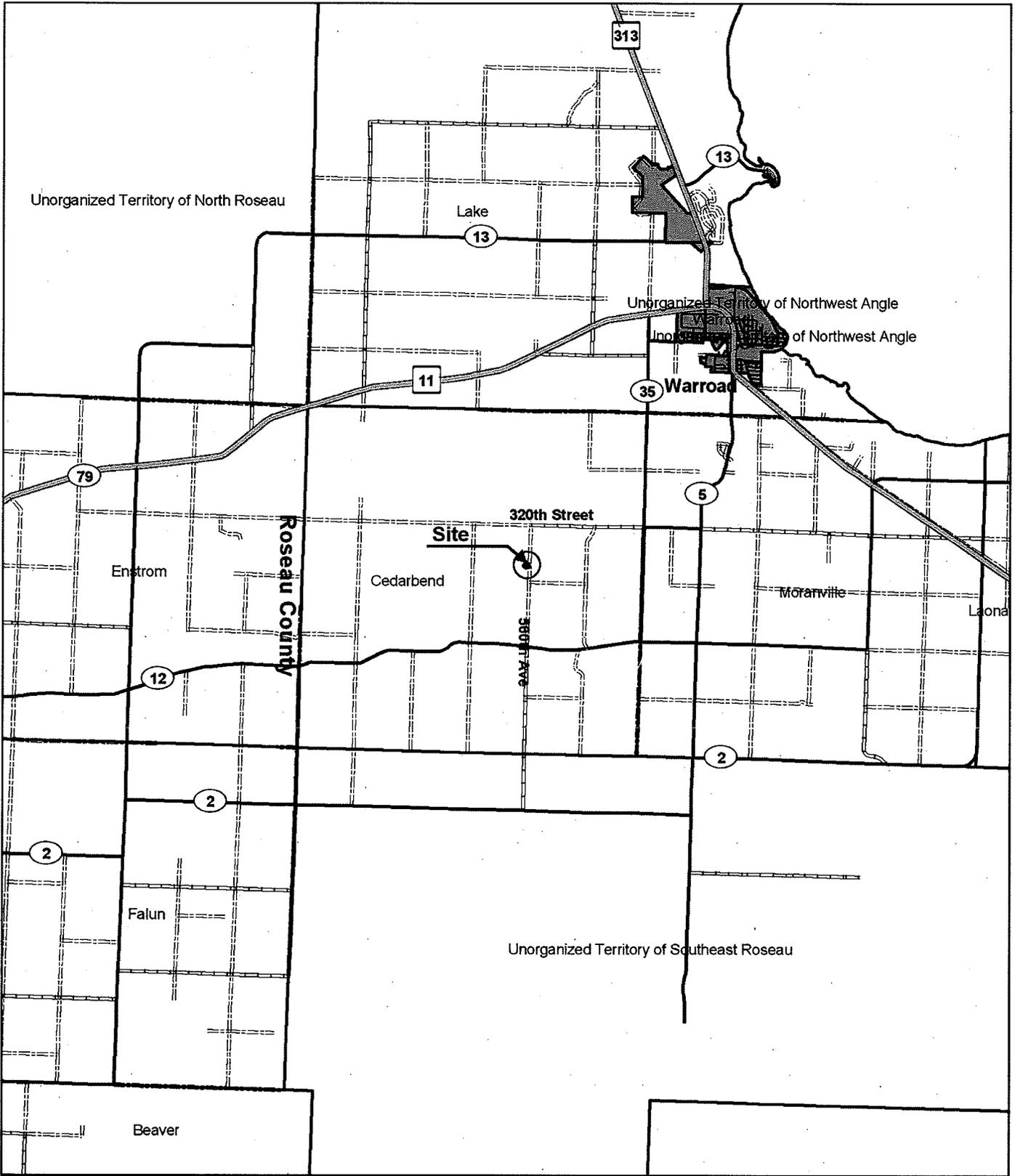
FCC Registration Number (FRN): 0002608115

ATTN: OFFICE OF ELECTRONIC COMMUNICATIONS MINNESOTA, STATE OF 395 JOHN IRELAND BOULEVARD PO BOX MS730 SAINT PAUL, MN 55155	Antenna Structure Registration Number 1262794						
	Issue Date 04-07-2008						
Location of Antenna Structure On 560th Ave. .75 mile south of 320th St Warroad, MN	Ground Elevation (AMSL) 331.6 meters						
	Overall Height Above Ground (AGL) 106.7 meters						
<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Latitude</td> <td style="text-align: center;">Longitude</td> <td style="text-align: center;">NAD83</td> </tr> <tr> <td style="text-align: center;">48-50-49.3 N</td> <td style="text-align: center;">095-23-51.2 W</td> <td></td> </tr> </table>	Latitude	Longitude	NAD83	48-50-49.3 N	095-23-51.2 W		Overall Height Above Mean Sea Level (AMSL) 438.3 meters
Latitude	Longitude	NAD83					
48-50-49.3 N	095-23-51.2 W						
Painting and Lighting Requirements: FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 70/7460-1K							
Conditions:							

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854.** To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and *display* your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.



Warroad Tower TEC224
NE of SE Quarter Section 15
T162, R37 Cedarbend Township,
Roseau Co., MN

Site Location Map

Exhibit A2

Agreement No. 95209

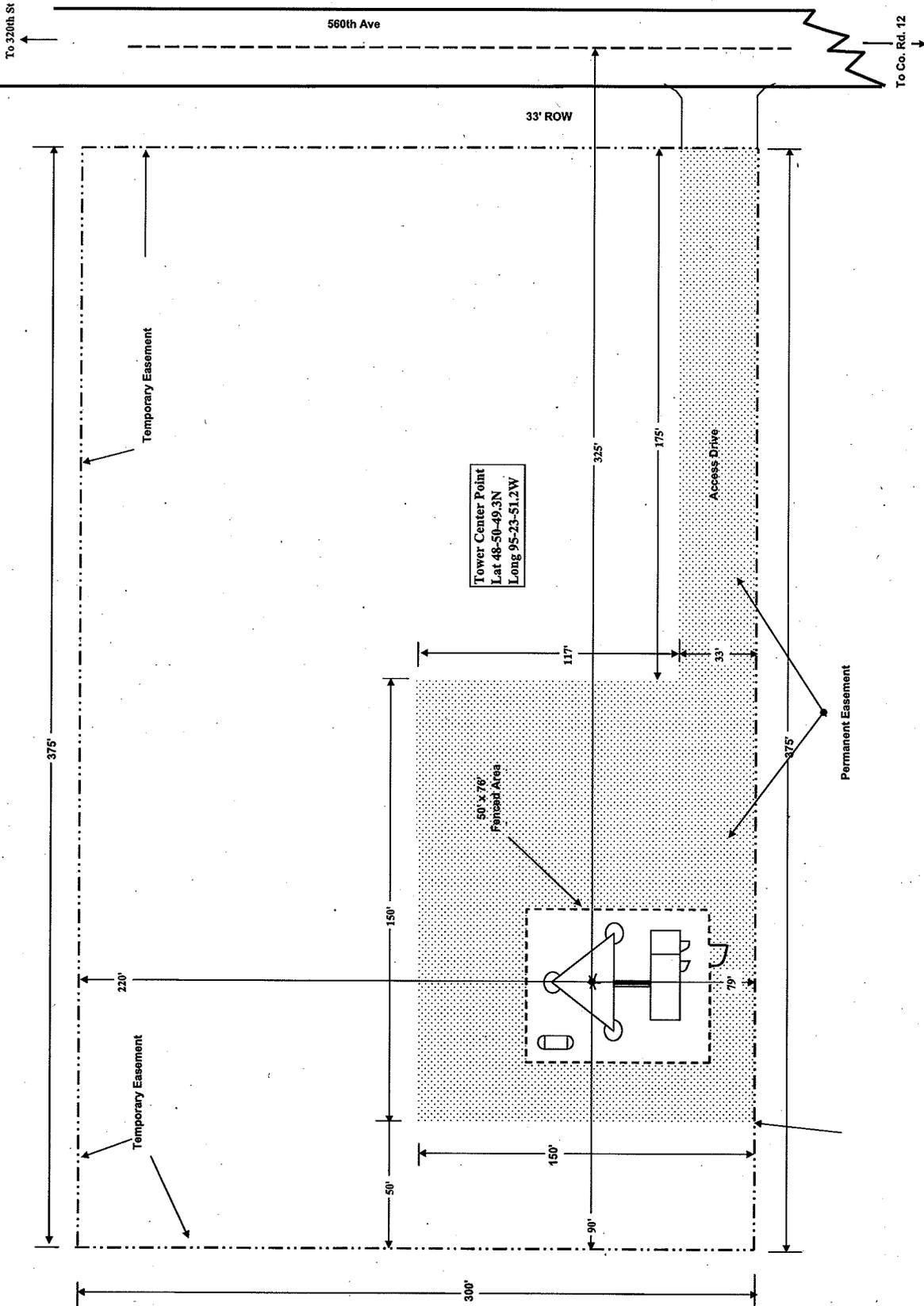
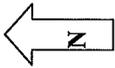


Exhibit A3

Warroad Tower Agreement #95209	Minnesota Dept. of Transportation
SCALE: None	Date: August 1, 2009

ANTENNA KEY - Roseau County Antennas

Model	Height to Tip	Pipe or Leg	Coax	User
1- DB-224E-A	220'	SE Leg	AVA5-50 7/8"	
1- DB-224E-A	180'	SE Leg	AVA5-50 7/8"	

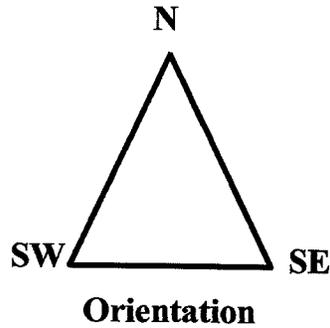
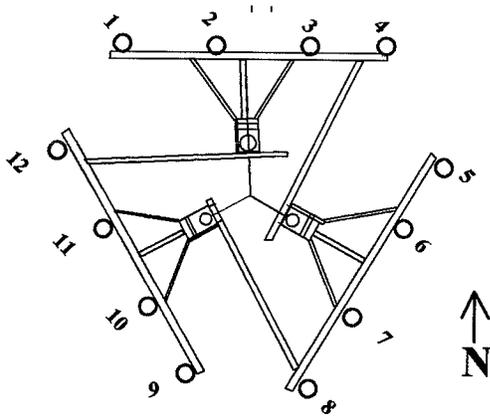
EQUIPMENT IN SHELTER - Roseau County

Equip.	Description
MACOM MASTR III	VHF 110 watt Repeater -
Sinclair Tx Combiner	Model No. TJ2214
Sinclair Rx Multicoupler	Model No. RM200-004S1B
Sinclair Intermod Panel	Model No. PC2213

FREQUENCY INFORMATION - Roseau County

Transmit = 152.0075 Mhz Tone 114.8	Receive = 155.475 Mhz Tone Open
Transmit = 154.355 Mhz Tone 114.8	Receive = 154.355 Mhz Tone 114.8
Transmit = 155.325 Mhz Tone 103.5	Receive = 155.325 Mhz Tone 103.5
Transmit = 155.700 Mhz Tone 114.8	Receive = 154.890 Mhz Tone 103.5

T-Boom Mounting Detail



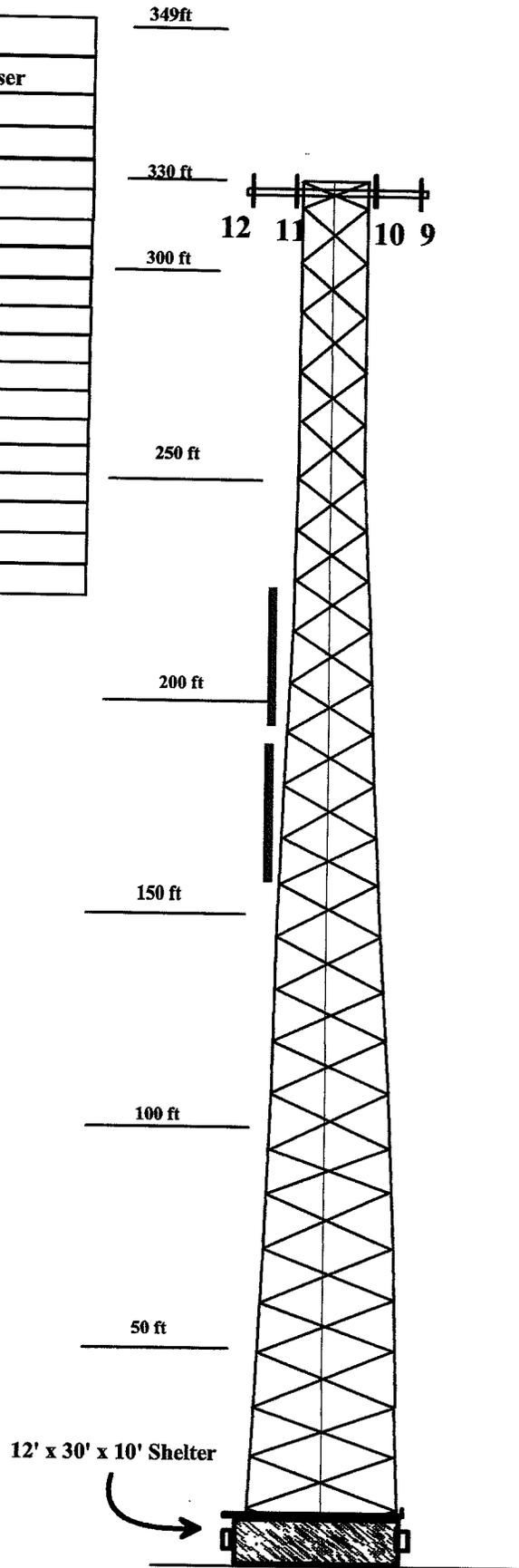
Warroad Tower

Minnesota Department of Transportation

July 20, 2009

Agreement #95209-R

Exhibit B1



Tower Elevation

Scale = None

Installation Instructions

RACK SPACE:

Roseau County or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS). Rack #1 - See attached diagram Exhibit B3 – Pg. 2.

If no Mn/DOT space is available, ROSEAU COUNTY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

Additional rack space will be assigned if required.

InterMod Panel:

Roseau County shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the County frequencies used at the site and the frequencies used by other public safety agencies.

Grounding

ROSEAU COUNTY or its contractor installation work shall be R56 compliant.

Entrance Panel

ROSEAU COUNTY or its contractor shall arrange the entrance panel location with the RMS. Port #5 & 6 (Preliminary) – See Exhibit B3 - Pg. 3

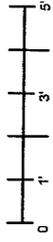
Coax Management

ROSEAU COUNTY or its contractor shall arrange the cable management location with the RMS. Stackable snap-in hangers. 7A & 7B (Preliminary) See Exhibit B3 – Pg 4.

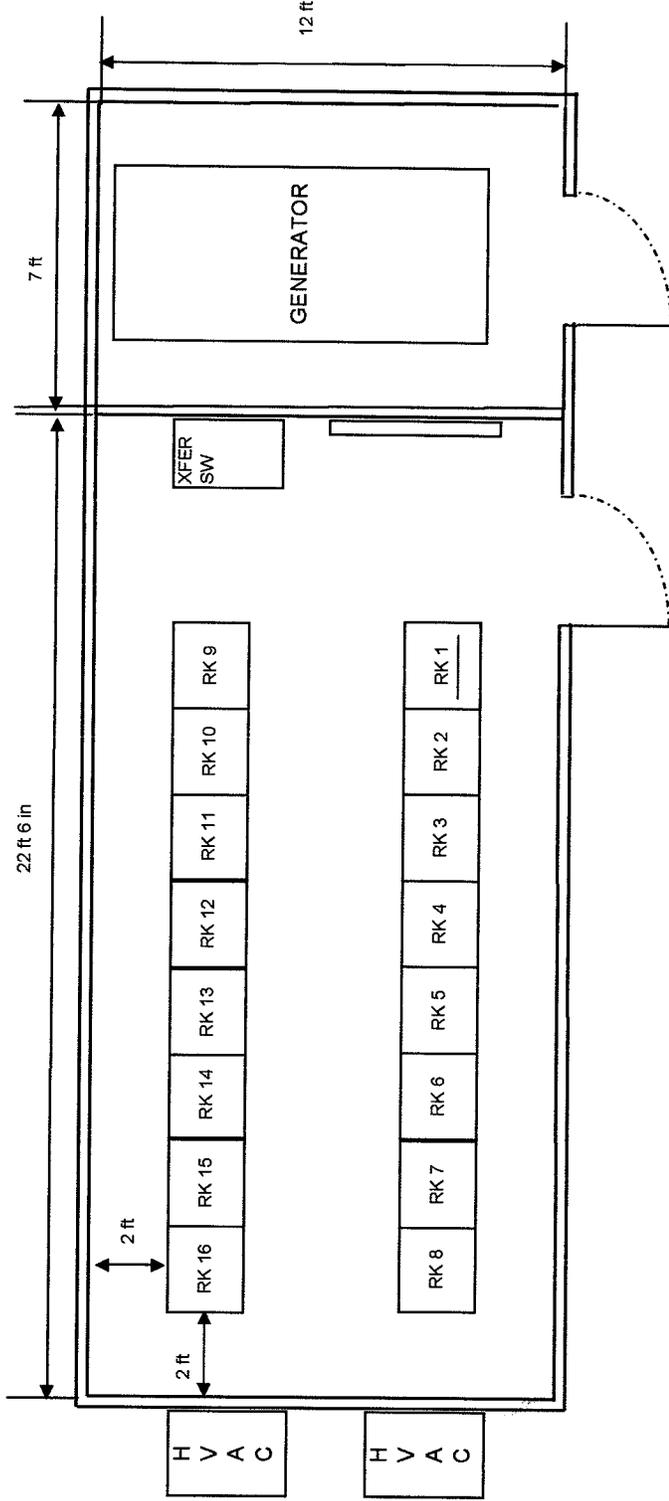
RMS
Radio Maintenance Supervisor
Keith Holmstrom
(218) 846-7974
(218) 850-9467 Cellular

Site Name: **WARROAD**

DWG. NO.



Scale: 1/4" = Approximately 1Ft.



NOTES:

1. EQUIPMENT RACK NUMBERS ARE LOCATED ON THE FRONT OF THE EQUIPMENT.

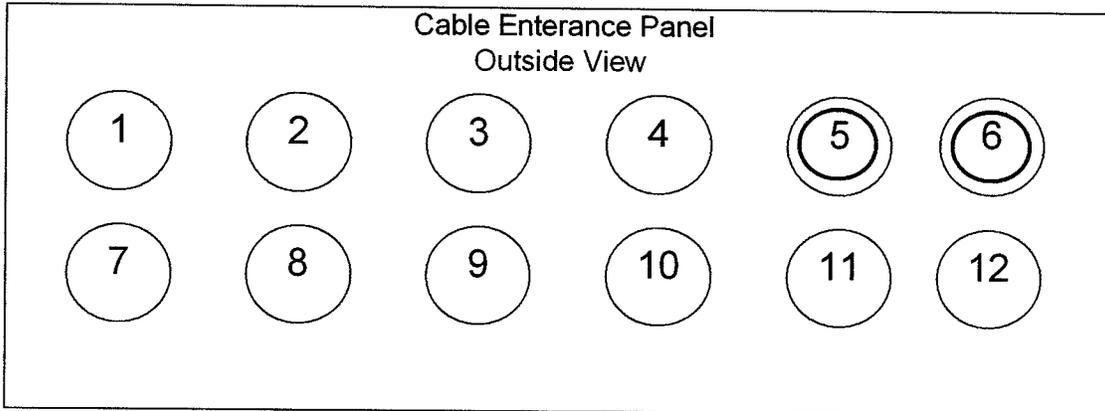
3. EQUIPMENT RACKS:

- RK 1 = Roseau County
- RK 2 =
- RK 3 =
- RK 4 = State
- RK 5 = State
- RK 6 = State
- RK 7 = State
- RK 8 = State

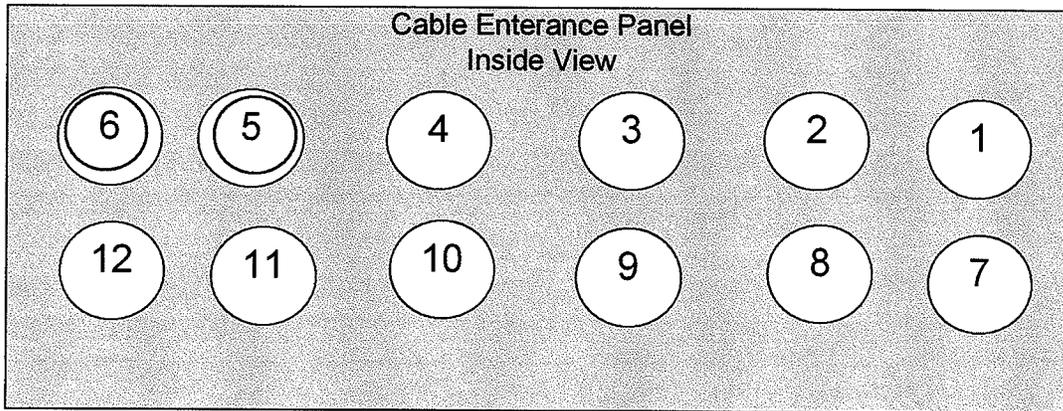
3. EQUIPMENT RACKS:

- RK 9 = State
- RK 10 = State
- RK 11 = State
- RK 12 = State
- RK 13 = State
- RK 14 = State
- RK 15 = State
- RK 16 = State

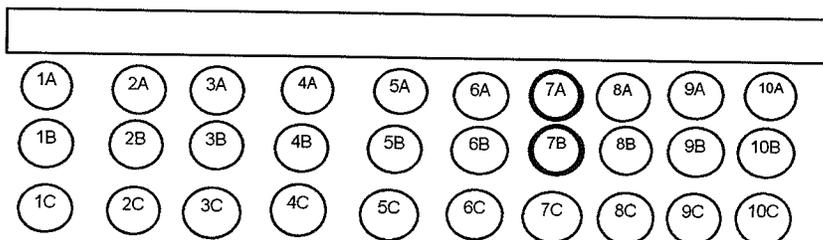
NOTE: Additional rack space will be assigned if needed.



USE	Cable Type
1 ARMER TTA	LDF4-50A
2 ARMER RX	LDF5-50A
3	
4	
5 ROSEAU COUNTY	AVA5-50 7/8"
6 ROSEAU COUNTY	AVA5-50 7/8"
7 ARMER TX	LDF6-50A
8	
9	
10 Mirowave to Middle River	EW63
11 Mirowave to Middle River	EW63
12 Mirowave to Middle River	EW63



Cable Management TOP View



	A Use	Type	B Use	Type	C Use	Type
1						
2						
3						
4						
5						
6						
7	ROSEAU COUNTY	AVA5-50	ROSEAU COUNTY	AVA5-50		
8						
9						
10						

"Site Access"

MN/DOT-OEC will provide a designated Roseau County individual (or their designee) with a key to the Warroad tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Roseau County.

Contact Information

Radio Maintenance Supervisor
Keith Holmstrom
(218) 846-7974
(218) 850-9467 Cellular.

Roseau County shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Roseau County and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of the Agreement.

Site Entry Notification

Roseau County or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Roseau County or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Roseau County should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Roseau County personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Roseau County. Roseau County or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Roseau County or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Roseau County individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

Agreement No. 95209-R
Roseau County
Warroad Tower

A structural analysis report is not required for this Agreement.

The Roseau County antenna loading as requested will not require a structural analysis.

Exhibit D

ITEM # Consent 4

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Hanson, Jule	*Department Sheriff	*Board Meeting Date Aug 25 2009
--	-------------------------------	---

***Subject Title (As it will appear on the agenda):**
Off Highway Vehicle Inforcement Grant

***Background (Provide sufficient detail of the subject):**
Sign and accept Off Highway Vehicle Enforcement Grant in the amount of \$8,921.00 for each of two (2) years beginning August 15, 2009 and ending June 30, 2011.

***Financial Consideration:**
\$17,842.00

***Legal Consideration:**

***Other Consideration:**
None

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
-----------------------	------------------

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

**STATE OF MINNESOTA
ENCUMBRANCE WORKSHEET
For
OFF HIGHWAY VEHICLE
ENFORCEMENT GRANTS**

State Accounting Information:

CFMS Contract # B32784

Agency: DNR	Fiscal Year: 2010	Vendor Number: 034120001-04
Total Amt of Contract: \$17,842.00	Amt of Contract First FY:	
Commodity Code: 023-10	Commodity Code:	Commodity Code:
Object Code: 5A20	Object Code:	Object Code:
Amount: \$8,921.00	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 183	Fund:	Fund:
Org/Sub: 7714	Org/Sub:	Org/Sub:
Approp: 705	Approp:	Approp:
Activity: 7862	Activity:	Activity:
Project:	Project:	Project:
Rept. Catg:	Rept. Catg:	Rept. Catg:
Amount: \$ 8,921.00	Amount:	Amount:

Begin Date: August 15, 2009

End Date: June 30, 2011

Contract Name and Address for filing and payment purposes:

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

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

1. Under Minn. Stat. 84.024 the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2009, Chapter 37, Article 1, Section 4, Subdivision 8, is authorized to provide reimbursement grants to counties to cover costs related to labor an equipment dedicated to off highway vehicle enforcement, and holding youth safety training classes for the same.
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.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** August 15, 2009, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** June 30, 2011, 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.

2 Grantee's Duties

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

Be reimbursed once annually for eligible OHV Safety Enforcement Grant Program costs, including one or more of the following:

- Staff time to participate in OHV/ATV activities, including staff attendance at safety training, also holding local safety training education programs for local riders;
- Purchase of ATVs for use in patrolling;
- ATV 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);
- Other equipment dedicated solely to Off High Vehicle 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.

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:

- (1) **Compensation.** The Grantee will be reimbursed up to \$8,921.00 in state fiscal year 2010, for expenses incurred between the effective date of the grant and June 30, 2010, and \$8,921.00 in fiscal year 2011, for expenses incurred between July 1, 2010, and June 30, 2011, as determined by the grant funding formula.

(2) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement shall not exceed \$17,842.00.

4.2. **Payment**

(1) **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 properly dated, showing that all costs submitted for reimbursement were incurred within the effective date of each program year, in order to be eligible for reimbursement.

Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2010 must be submitted **before** June 30, 2011. Invoices for state fiscal year 2011 must be submitted before June 30, 2012. 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, performed in violation of federal, state, or local law, or for expenses incurred prior to the effective dates for each program year.

Eligible reimbursement costs may not exceed \$8,921.00 prior to July 1, 2010.

Eligible reimbursement costs may not exceed \$8,921.00 prior to July 1, 2011.

6 **Authorized Representative**

The State's Authorized Representative is Chuck Niska, Program Manager Senior, DNR Division of Enforcement, 500 Lafayette Road, Box 47, St. Paul, MN 55155-4047, (651) 259-5050 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 Jule Hanson, Roseau County Sheriff's Office, 604 Fifth Avenue SW, Roseau, MN 56751 (218) 463-1421. 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 may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendment 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 its 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. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract 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 contract.

10 Government Data Practices and Intellectual Property

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, 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.

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.

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

The State may cancel this grant contract at any time, 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.

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: B. Medd

Date: 8/13/09

CFMS Grant contract No. B32784

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: Julie D. Hanson

Title: Sheriff

Date: _____

Distribution:
Agency
Grantee
State=s Authorized Representative - Photo Copy

ITEM # Consent 5

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Aug 25 2009
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***Subject Title (As it will appear on the agenda):**
Re-appoint Manager to the Roseau River Watershed Board

***Background (Provide sufficient detail of the subject):**
Attached are two applications for Manager of the Roseau River Management Board. Please review.

Yesterday I gave out another application but have not received it back as of 9:30 a.m. on 9-21-09. If an application comes in today I will have it for you at Tuesday's meeting.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**
None

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

ROSEAU RIVER WATERSHED MANAGER APPOINTEE
QUESTIONNAIRE

29743 City Rd 10
Badger, WI
56714

Steve Lee

Thank you for your interest in serving on the Roseau River Watershed Board. Please answer the questions listed below and return the Questionnaire in the enclosed self-addressed stamped envelope. Do not be concerned if you are unable to answer all the questions

1. Why are you interested in serving on the watershed board?

I feel we need a representative from our area

2. If appointed, how do you feel you could positively affect the watershed?

To make fair and legal decisions.

3. How would you respond to issues that come before the watershed board that personally affect your situation?

Give a fair opinion

4. Water is a controversial topic. How will you handle disputes on the watershed board and with other entities such as county, state, or other watersheds?

you have to work together

5. What are your thoughts or opinions on the City of Roseau flood plan? Do you support a diversion or levy?/Would you support the final plan by the Army Corp of Engineers?/If not, how would you finance an alternative plan?

It is hard to go against the Corp.
If they are paying the Bill

ROSEAU RIVER WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

6. What is your opinion on water retention? Should they be on private land or government managed land? How would you proceed if the state would not cooperate on holding water on their land?

They should be on both

7. Should better drainage of the watershed be a consideration? Should field drainage be more restricted? Less restrictive?

we need good drainage

8. What impact do you feel beaver have in the watershed? Should more money be spent to control beaver? Is it the responsibility of the taxpayer in the watershed or the state department of natural resources to control beaver?

*In my area beaver isn't a real big problem.
If it is who ever is in charge of the ditch
should take care of it?*

9. What in your opinion is the Roseau River Watershed currently doing well? How could the Roseau River Watershed improve?

*They have looked at a lot of projects to
possibly help but don't seem to get anything done*

10. Do you have any other comments you wish to share?

THANK-YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE

ITEM # Consent 6

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Aug 25 2009
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***Subject Title (As it will appear on the agenda):**
Appoint two (2) Managers to the Warroad River Watershed

***Background (Provide sufficient detail of the subject):**
The terms of Gerald Phillipe and Jeff O'Donnell will be up on September 19, 2009. The last day to receive applications was Friday, August 21, 2009. To date no applications have been received.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**
None

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

ITEM # Consent 7

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Aug 25 2009
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***Subject Title (As it will appear on the agenda):**
Re-Appoint Richard Novacek as Manager to the Two Rivers Watershed Board

***Background (Provide sufficient detail of the subject):**
The application for Dick Novacek is attached for your review.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**
None

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

TWO RIVERS WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Thank you for your interest in serving on the Two Rivers Watershed Board. Please answer the questions listed below and return the Questionnaire in the enclosed self-addressed stamped envelope.

Name: Richard Novacek (Dick)

Address: 14225 260th St.

Educational Background: 15 years of ditch cleaning throughout Rossau County.

1. Do you reside within the boundaries of the watershed? YES/NO
2. Why are you interested in serving on the watershed board?
I would like to help with drainage problems that we have in our district.
3. What qualifies you to act as a manger of the watershed district?
I have had years of drainage experience and building roads, etc.
4. How would you respond to issues that come before the watershed board that personally affect your situation?
I would abstain from voting if the issues of the watershed would affect me or my interests.
5. Water is a controversial topic. How will you handle disputes on the watershed board and with other entities such as county, state, or other watersheds?
To reduce disputes between counties + state is to meet together at least once a year (or as often as needed) to discuss the problems. A problem with Kiltson County was recently dissolved because of meeting with board members and County Commissioners.
6. What is your opinion on water retention?
I think water retention is a good method to prevent flooding.

TWO RIVERS WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

7. Should better drainage of the watershed be a consideration? Should field drainage be more restricted? Less restrictive?

Yes, better drainage of the watershed should be a consideration. As long as ~~some~~ drainage doesn't hurt anyone downstream, you should allow a man to make a living by approving additional drainage.

8. What impact do you feel beaver have in the watershed? Should more money be spent to control beaver? Whose financial responsibility is it to control beaver?

The beaver doesn't seem to cause a problem in my area. If it does become a problem, government grants could be applied for in controlling them.

9. What in your opinion is the Two Rivers Watershed currently doing well? How could the Two Rivers Watershed improve?

The working relationships between the WD & the counties are improving because of a combined effort to work together and discuss problems.

Limit terms for Board appointments

10. What other comments do you have about your knowledge and ideas pertaining to water shed management taking into consideration the various areas of responsibility including flood control, erosion, drainage, soil, water and wildlife conservation?

The need to use Federal and State money as much as possible to construct projects to reduce financial burdens on local taxpayers. Everyone involved need to work together to be sure there is adequate downstream capacity before ditch improvements are made.

THANK-YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE

JACK SWANSON COMMITTEE MEETINGS

AUGUST 12-14, 2009 - AMC LEADERSHIP SUMMIT (GRAND RAPIDS, MN) ... THREE DAY PRESENTATION BY JEFF LAWRENCE ON EXERCISING LEADERSHIP IN DIFFICULT TIMES. NOTABLE WERE THE THREE CAPACITIES OF LEADERSHIP (OBSERVATION, INTERPRETATION, INTERVENTION) ... AND BEHAVIORS REQUIRED FOR INCREASING LEADERSHIP (1. EXECUTION - ADAPTATION 2. PROBLEM SOLVING - EXPERIMENTATION 3. SELF-RELIANCE - INTERDEPENDENCE 4. CONFLICT RESOLVER - CONFLICT ORCHESTRATOR 5. BEST PRACTICE - NEXT PRACTICE 6. SELF-SACRIFICE - SELF PRESERVATION).

AUGUST 17, 2009 - ROSEAU COUNTY COMMITTEE ON AGING ... SENIOR MEDICAL TRAVEL SHOWED A \$66 DEFICIT FOR JULY, BUT YEAR TO DATE IS POSITIVE ... STEVE BUTLER WILL DO A PRESENTATION FOR LIFECARE MANOR FOR COOPERATIVE USE OF BUSSING.

AUGUST 18, 2009 - SOCIAL SERVICES BOARD

AUGUST 19, 2009 - DNR LAND ASSET PILOT PROJECT ... MIKE CARROLL SIGNED A FORM TO START THE PROCESS FOR SALE OF TWO FORTY ACRE TAX FORFEIT PARCELS TO THE STATE OF MINNESOTA; STATE WILL OFFER SEVERAL SEPARATE PARCELS FOR PRIVATE SALE.

AUGUST 20, 2009 - AG LISTENING SESSION (ROSEAU CITY CENTER) ... STATE AGRICULTURE COMMISSIONER GENE HUGOSON MET WITH FARMERS.

ITEM # 10:45 Appt.

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Aug 25 2009
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***Subject Title (As it will appear on the agenda):**
U.S. Census Bureau - Cynthia Madigan

***Background (Provide sufficient detail of the subject):**
Cynthia Madigan from the U.S. Census Bureau will be here to give you an update on the upcoming 2010 Census.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**
None

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

ITEM # Discussion 6 & 7

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Aug 25 2009
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***Subject Title (As it will appear on the agenda):**
Discussion Items 6 and 7

***Background (Provide sufficient detail of the subject):**
Allen requested discussion on attendance at the upcoming SSTS meeting on September 9, 2009 and the meeting of Greater Minnesota Local Jurisdictions About Legacy Amendment Park and Trail Funding & Studies.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**
None

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk