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**May 8, 2012**

**REGULAR BOARD MEETING AGENDA**

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on May 8, 2012 at 8:30 a.m. in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

**8:30 Call to Order**

1. Presentation of Colors
2. Approve Agenda
3. Comments and Announcements
4. Approve Bills

**8:45 Consent Agenda**

1. Proceedings
2. Northstar ATV Club Grant-in-Aid Reimbursement Request
3. MN Lawful Gambling Permit for Wannaska Community Center

**9:00 Delegations/Board Appointments/Public Comments\***

1. Roseau County Trailblazers
  - a. Maintenance and Grooming Application
  - b. 4<sup>th</sup> Benchmark
  - c. Resolution of Support for 2013
  - d. Back-up Grooming Plan

- 9:20**
2. Roseau River Watershed
    - a. Palmville Project Joint Powers Agreement
    - b. Building Maintenance
    - c. Adobe Acrobat Software

**10:00 County Committee Reports**

**10:00 BREAK**

**10:15 Department Reports**

**Emergency Management**

1. Hazard Mitigation Assistance Planning Grant

**Social Services**

1. Eligibility Worker Hire

**Attorney**

1. Animal Ordinance

**Highway Department**

1. Call for Project Bids

**10:45 County Board Items**

1. Commissioner Committee Reports

**11:30 Award Jail Bond Bid**

**12:00 Unfinished Business**

**12:00 Adjourn**

**\*Limited to five minutes**

County Coordinator's Office e-mail address: [annmarie.miller@co.roseau.mn.us](mailto:annmarie.miller@co.roseau.mn.us), Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

ITEM # Consent 1  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>		
Miller, Ann Marie ▼	Administrative Assistant ▼	May ▼	8 ▼	2012 ▼

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Proceedings

**\*Background (Provide sufficient detail of the subject):**  
 Proceedings from the April 24, 2012 Board meeting are being submitted for Board review and approval.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed <input type="checkbox"/>
Phillipe						
Foldesi						Failed <input type="checkbox"/>
Falk						
Walker						Tabled <input type="checkbox"/>

**ATTEST:** Jeff Pelowski, Interim Coordinator

# PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

April 24, 2012

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, on Tuesday, April 24, 2012.

## CALL TO ORDER – ROLL CALL – ESTABLISHMENT OF A QUORUM

The meeting was called to order at 8:30 a.m. by Board Chair Russell Walker. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, Mark Foldesi, Glenda Phillipe, Jack Swanson and Russell Walker.

## APPROVAL OF AGENDA

Approval of a forthwith payment was added to the payment of bills. A motion to approve the revised agenda was made by Commissioner Falk, seconded by Commissioner Swanson and carried unanimously.

## COMMENTS AND ANNOUNCEMENTS

Commissioner Swanson distributed information from the March 30<sup>th</sup> Civic Caucus Meeting.

## APPROVE BILLS

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

### Warrants Approved For Payment 4/11/2012

Vendor Name	Amount
AVI SYSTEMS INC	2,493.00
NORTHERN RESOURCES COOPERATIVE	2,612.41

**9 Payments less than 2,000 3,075.29**

**Final Total: 8,180.70**

### Warrants Approved For Payment 4/19/2012

Vendor Name	Amount
ALLAN MONSRUD CONSTRUCTION	10,049.39
MN DEPT OF EMPLOYMENT	6,720.00
ROSEAU CO TRAILBLAZERS	30,452.10
SANFORD MEDICAL CENTER	2,142.00
SELECT ACCOUNT-VEBA	9,787.29

**12 Payments less than 2,000 6,848.68**

**Final Total: 65,999.46**

### Warrants Approved On 4/24/2012 For Payment 4/27/2012

Vendor Name	Amount
JOHNSON OIL CO INC	7,066.80
ROSEAU CO HWY DEPT	7,409.75
ROSEAU CO SOIL & WATER CONS	10,784.91
WARROAD CITY	4,163.00

**50 Payments less than 2,000 21,075.68**

**Final Total: 50,500.14**

The Board approved a forthwith payment to Charles Heath, for beaver removal on Ditch 63, in the amount of \$775.00.

## **CONSENT AGENDA**

A motion to adopt the Consent Agenda was made by Commissioner Phillippe, seconded by Commissioner Foldesi and carried unanimously. The Board, by adoption of its Consent Agenda approved the April 10, 2012 proceedings.

## **COUNTY BOARD ITEMS**

The Board discussed a Rural Business Enterprise Grant available through the United States Department of Agriculture (USDA). This grant is designed to provide low interest loan money to government entities as a means to provide a revolving loan program for interested business owners within the County. John Wynne, Roseau County's Grant Writing Consultant is prepared to complete the necessary application paperwork for the County. A resolution of sponsorship is necessary to begin this process. The Board directed Interim Coordinator Pelowski and Auditor Monsrud to coordinate efforts with Mr. Wynne on the establishment of all the parameters necessary to complete the grant application.

A motion was made by Commissioner Swanson, seconded by Commissioner Foldesi and carried unanimously to adopt the following Resolution of Sponsorship:

2012-04-03

BE IT RESOLVED that Roseau County act as the legal sponsor for the Rural Business Enterprise Grant Application to be submitted to USDA Rural Development and that the Chairman of the Roseau County Board of Commissioners is hereby authorized to apply to the U.S. Department of Agriculture for funding of this project on behalf of Roseau County.

BE IT FURTHER RESOLVED that Roseau County has the legal authority to apply for financial assistance, and the institutional and managerial capability to ensure adequate operation of the proposed project.

BE IT FURTHER RESOLVED that upon approval of its application by the U.S. Department of Agriculture, Roseau County may enter into an agreement with the U.S. Department of Agriculture for the above-referenced project, and that Roseau County certifies that it will comply with all applicable laws and regulations as stated on all contract agreements as they pertain to the Rural Business Enterprise Grant Program.

NOW, THEREFORE BE IT RESOLVED that the Chairman of the Roseau County Board of Commissioners is hereby authorized to execute such applications forms and agreements as are necessary to obtain funding for and implement the project on behalf of the applicant.

## **COMMITTEE REPORTS**

Commissioner Falk reported on the following committee meeting(s): Safety Committee, 4/10/12; DNR Land Asset Committee, 4/12/12; MnUSA Trail meeting, 4/14/12; Social Services Board, 4/17/12; Highway Committee, 4/17/12; Joint Powers Natural Resource Board, 4/23/12.

Commissioner Foldesi reported on the following committee meeting(s): DNR Land Asset Committee, 4/12/12; Social Services Board, 4/17/12; Highway Committee, 4/17/12; Quin County Advisory Board, 4/23/12; Soil and Water Conservation District, 4/24/12;

Commissioner Phillipe reported on the following committee meeting(s): Lake Township Board, 4/11/12; DNR Land Asset Committee, 4/12/12; Town Hall Meeting with Representative Dan Fabian, 4/12/12; Roseau County Committee on Aging, 4/16/12; Social Services Board, 4/17/12; Highway Committee, 4/17/12; Warroad City Council, 4/23/12.

Commissioner Swanson reported on the following committee meeting(s): Safety Committee, 4/10/12; Regional Radio Board, 4/11/12; DNR Land Asset Committee, 4/12/12; Town Hall Meeting with Representative Dan Fabian, 4/12/12; Roseau County Committee on Aging, 4/16/12; Social Services Board, 4/17/12; Highway Committee, 4/17/12; Roseau Community Meeting, 4/17/12; Household Hazardous Waste, 4/18/12; Family Medical Leave Webinar, 4/18/12; CJCC Subcommittee, 4/19/12; Roseau School Board, 4/19/12.

Commissioner Walker reported on the following committee meeting(s): First Responders, 4/12/12; Minnesota Rural Counties Caucus, 4/16/12; Social Services Board, 4/17/12; Highway Committee, 4/17/12.

Upon motion carried, the Board adjourned the regular meeting at 10:45 a.m. The next regular meeting of the Board is scheduled for May 8, 2012 at 8:30 a.m.

Attest:

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Pelowski, Interim County Coordinator  
Roseau County, Minnesota

\_\_\_\_\_  
Russell Walker, Chair  
Board of County Commissioners  
Roseau County, Minnesota

ITEM # Consent 2  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>		
Klein, Mike	Northstar ATV Club	May	8	2012

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 FY2011 2011 GIA Reimbursement Request

**\*Background (Provide sufficient detail of the subject):**  
 Request \$3,549.05 for reimbursement for trail maintenance for the Bemis Hill area trail system. We repaired the Forest sign and Penturen Church (4x4 posts were broken), performed general trail checks and did a group clean-up on April 28th. All trails have been checked except about 2 miles near Clear River area.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

**ATTEST:** Jeff Pelowski, Interim Coordinator



**MINNESOTA TRAIL ASSISTANCE PROGRAM  
REQUEST FOR REIMBURSEMENT**

<b>Sponsor</b> <i>ROSEAU COUNTY</i>	<b>Trail/Area Name</b> <i>BENNIS HILL/BELTRAMI FOREST</i>	
<b>Period covered by this statement:</b>	<b>FROM:</b> <i>2-8-12</i>	<b>TO:</b> <i>4-28-12</i>

**EXPENDITURES**

A. Administration \$ 48<sup>00</sup>

B. Acquisition \$ \_\_\_\_\_

C. Construction \$ \_\_\_\_\_

D. Facilities \$ \_\_\_\_\_

E. Map Printing \$ \_\_\_\_\_

Sub-Total A through E \$ \_\_\_\_\_

F. Maintenance \$ 2408<sup>72</sup>

G. Grooming \$ \_\_\_\_\_

H. Liability Insurance \$ 1500<sup>00</sup>

**CHECK LIST**

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

\$ 48<sup>00</sup>  
State Cost 65% \$ 31<sup>20</sup>

(10% limited on shared winter use trails)

Sub-total F and H \$ 3908<sup>72</sup>  
State Cost 90% \$ 3517<sup>85</sup>

Grand Total (State Cost) \$ 3549<sup>05</sup>

Original Amount and Year of Grant \$ 12,000

Expenditures to Date (including this Request) \$ \_\_\_\_\_

Balance Left in Account \$ \_\_\_\_\_

**DEVELOPMENT**

(Accomplishments)

Number of miles constructed to date \_\_\_\_\_

Number of bridges \_\_\_\_\_

Number of parking areas \_\_\_\_\_

**GROOMING**

(Accomplishments)

Number of miles maintained (this reimbursement only) 208

Trail width \_\_\_\_\_

Miles traveled by grooming equipment \_\_\_\_\_

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

	Signature - Administrator <i>Michael A. Klein</i>	Date 5-1-12
County	signature - Title Auditor/Clerk	Date

THIS INVOICE APPROVED FOR PAYMENT BY:

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

## MINNESOTA TRAIL ASSISTANCE PROGRAM WORKSHEET

Trail Name: Bemis Hill Area					Sponsor: Roseau County					Date: 4-30-12					
Date	Operator Name	Labor			Mode of Transportation	Transportation			Other Equipment	Other Equipment			Total Cost	Type of Work & Location	Expenditure Type
		Hours	Rate	Cost		Miles	Rate	Cost		Hours	Rate	Cost			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
4/15/2012	Keith Peppel	2.00	\$16.00	\$32.00	4x4 Truck	67	\$0.66	\$44.22	Ranger	7.00	\$22.00	\$154.00	\$230.22	Trail check/clearing	Main
	Evan Peppel	9.00	\$16.00	\$144.00				\$0.00	Chain Saw	0.50	\$7.48	\$3.74	\$147.74	southern 60 miles	"
	Mike Klein	2.00	\$16.00	\$32.00	4x4 Truck	60	\$0.66	\$39.60	Ranger	7.00	\$22.00	\$154.00	\$225.60	"	"
	Isalah Gustafson	9.00	\$16.00	\$144.00				\$0.00				\$0.00	\$144.00	"	"
	Terry George	2.00	\$16.00	\$32.00	4x4 Truck	60	\$0.66	\$39.60	Ranger	3.00	\$22.00	\$66.00	\$137.60	Trail check/clean-up	Main
	Teri George	5.00	\$16.00	\$80.00				\$0.00				\$0.00	\$80.00	northern 22 miles	"
4/22/2012	Mike Klein	2.50	\$16.00	\$40.00	4x4 Truck	50	\$0.66	\$33.00		3.50	\$22.00	\$77.00	\$150.00	Repaired sign at Penturn	Main
	Caitlyn Klein	6.00	\$16.00	\$96.00				\$0.00				\$0.00	\$96.00	and trail check 51 miles	"
4/28/2012	Mike Klein	2.00	\$16.00	\$32.00	4x4 Truck	50	\$0.66	\$33.00	Ranger	3.00	\$22.00	\$66.00	\$131.00	Spring Trail Clean-up	Main
	Mike Klein								Chain Saw	0.50	\$7.48	\$3.74	\$3.74	Bemis Hill area	"
	Isaiah Gustafson	5.00	\$16.00	\$80.00				\$0.00				\$0.00	\$80.00	"	"
	Scott Kofstad	2.00	\$16.00	\$32.00	4x4 Truck	47	\$0.66	\$31.02	Ranger	2.00	\$22.00	\$44.00	\$107.02	"	"
	John Haugen	4.00	\$16.00	\$64.00				\$0.00				\$0.00	\$64.00	"	"
	Jason Ball	3.00	\$16.00	\$48.00					Ranger	3.00	\$22.00	\$66.00	\$114.00	"	"
	Jeff Lovold	5.00	\$16.00	\$80.00	4x4 Truck	50	\$0.66	\$33.00				\$0.00	\$113.00	"	"
	Jeff Lovold			\$0.00	ATV	20	\$0.50	\$10.00				\$0.00	\$10.00	"	"
	Janine Lovold	5.00	\$16.00	\$80.00	ATV	20	\$0.50	\$10.00				\$0.00	\$90.00	"	"
	Pat Kimble	2.00	\$16.00	\$32.00	4x4 Truck	20	\$0.66	\$13.20	Ranger	4.00	\$22.00	\$88.00	\$133.20	"	"
	Raymond Kimble	6.00	\$16.00	\$96.00				\$0.00				\$0.00	\$96.00	"	"
	Teri George	2.00	\$16.00	\$32.00	4x4 Truck	60	\$0.66	\$39.60	Ranger	4.00	\$22.00	\$88.00	\$159.60	"	"
	Terry George	6.00	\$16.00	\$96.00				\$0.00				\$0.00	\$96.00	"	"
	Mike Klein	4.00	\$12.00	\$48.00									\$48.00		Admin
<b>TOTALS</b>				<b>\$1,320.00</b>				<b>\$326.24</b>				<b>\$810.48</b>	<b>\$2,456.72</b>		

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

Authorized signature <div style="text-align: center; font-family: cursive; font-size: 1.2em; color: blue;">  </div>	Date <div style="text-align: center; font-size: 1.2em; color: blue;">  </div>
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MASTER POLICY NAME: ALL TERRAIN VEHICLE POLICY # 3D16727--13  
ASSOCIATION OF MINNESOTA

\* ATV CLUB CERTIFICATE  
\* CARRIER: ILLINOIS EMCASCO INSURANCE COMPANY #: F99012

EFFECTIVE DATE: 02-08-12 TO: 02-08-13  
RETRO DATE (IF APPLICABLE):

CLUB #: 003 CLUB NAME: NORTH STAR ATV CLUB  
ENDORSEMENT#: 01 ADDRESS: PO BOX 152  
ROSEAU, MN 56751

ADDITIONAL INSURED #: 0  
TRAIL LIABILITY EXPOSURE: INCLUDED

#EMERGENCY SLEDS: 0  
MAINTENANCE EQUIPMENT  YES  NO  
CONTRACTED TO  YES - NAME OF PARK:  
MAINTAIN ATV PARK  NO

CLUB PREMIUM SUBTOTAL \$1475.00 MP SL TAX \$44.25 STAMP FEE \$1.18

\*\*\*EMERGENCY SLED IS A SPECIFIC SLED ATTACHED TO A ATV TO CARRY INJURED PEOPLE TO AN EMERGENCY VEHICLE WHEN DUE TO WEATHER THE EMERGENCY VEHICLE CANNOT GET TO THE INJURED PARTY. \*\*\*WARRANTED THAT AN EMT OR PARAMEDIC MUST ACCOMPANY OUR ATV CLUB DRIVER. (NO PROFESSIONAL LIABILITY COVERAGE IS PROVIDED)

SPONSORED ACTIVITES: SEE ATTACHED SCHEDULE OF SPECIFICALLY COVERED ACTIVITIES

\*\*\*\*\*  
THIS CLUB IS MADE UP OF OTHER INDIVIDUAL CLUBS WHO EACH CARRY THEIR OWN CLUB LIABILITY POLICY FOR THEIR ACTIVITIES.

YES  NO

IF YES, THE FOLLOWING EXCLUSION APPLIES TO THE COVERAGE PROVIDED FOR THE CLUB LISTED ABOVE.

**EXCLUSION:**

**IT IS HEREBY AGREED AND UNDERSTOOD THAT "NO COVERAGE" EXISTS FOR ANY ACTIVITIES OF THE INDIVIDUAL CLUBS WHICH MAKE UP THE CLUB:**

\*\*\*\*\*

ADDITIONAL INSURED:  NO  YES SEE ATTACHED ADDITIONAL INSURED ENDORSEMENT

LIMITS: \$1,500,000 OCCURRENCE \$1,500,000 AGGREGATE

COVERAGE IS FOR SPECTATOR LIABILITY ONLY. COVERAGE FORMS APPLICABLE ARE THE SAME AS SCHEDULED ON THE MASTER ASSOCIATION POLICY. IF YOU HAVE ANY QUESTIONS YOU SHOULD REFER TO THE ASSOCIATION FOR POLICY INFORMATION.

DATE ISSUED: 2/20/12 HB



Highway 9 East  
P.O. Box 159  
Cresco, Iowa 52136  
Phone (563) 547-2161  
Fax No. (563) 547-2046  
insurance@vandvins.com

DALE VAGTS

ITEM # Consent 3  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>		
Miller, Ann Marie ▼	Administrative Assistant ▼	May ▼	8 ▼	2012 ▼

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Wannaska Comm Center MN Lawful Gambling Permit

**\*Background (Provide sufficient detail of the subject):**  
 The Wannaska Community Center is requesting Board approval of a MN Lawful Gambling Center permit for a raffle to be held at the Roseau County Fair in July.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed <input type="checkbox"/>
Phillipe						
Foldesi						Failed <input type="checkbox"/>
Falk						
Walker						Tabled <input type="checkbox"/>

**ATTEST:** Jeff Pelowski, Interim Coordinator

# Minnesota Lawful Gambling LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:  
 - conducts lawful gambling on five or fewer days, and  
 - awards less than \$50,000 in prizes during a calendar year.

Application fee	
If application postmarked or received: less than 30 days before the event \$100	more than 30 days before the event \$50

ORGANIZATION INFORMATION			
Organization name <i>Wannaska Community Center</i>		Previous gambling permit number <i>NONE</i>	
Minnesota tax ID number, if any		Federal employer ID number, if any <i>45-3542858 - not found</i>	
Type of nonprofit organization. Check one. <input type="checkbox"/> Fraternal <input type="checkbox"/> Religious <input type="checkbox"/> Veterans <input checked="" type="checkbox"/> Other nonprofit organization			
Mailing address <i>Box 102</i>	City <i>Wannaska</i>	State <i>MN</i>	Zip Code <i>56761</i>
Name of chief executive officer (CEO) <i>Gary Bergstrom</i>		Daytime phone number <i>218-425-7487</i>	County <i>Roseau</i>
Attach a copy of ONE of the following for proof of nonprofit status. Do not attach a sales tax exempt status or federal employer ID number as they are not proof of nonprofit status.			
<input checked="" type="checkbox"/> Nonprofit Articles of Incorporation OR a current Certificate of Good Standing . Don't have a copy? This certificate must be obtained each year from: Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803			
<input type="checkbox"/> IRS income tax exemption [501(c)] letter in your organization's name. Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.			
<input type="checkbox"/> IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of both of the following: a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and b. the charter or letter from your parent organization recognizing your organization as a subordinate.			
GAMBLING PREMISES INFORMATION			
Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place. <i>Roseau County Fairgrounds</i>			
Address (do not use PO box) <i>Hwy 310 North</i>		City or township <i>Roseau, MN</i>	Zip Code <i>56751</i>
Date(s) of activity (for raffles, indicate the date of the drawing) <i>July 16<del>th</del> 20, 2012</i>		County <i>Roseau</i>	
Check the box or boxes that indicate the type of gambling activity your organization will conduct: Bingo* <input checked="" type="checkbox"/> Raffles    Paddlewheels*    Pull-Tabs*    Tipboards*			
* Gambling equipment for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.  To find a licensed distributor, go to <a href="http://www.gcb.state.mn.us">www.gcb.state.mn.us</a> and click on List of Licensed Distributors, or call 651-639-4000.			

*SOS*

fax #  
651 639  
4632



*Donna Wensloff, Treasurer*  
 any questions - [donnaw@wiktil.com](mailto:donnaw@wiktil.com)

*need co sig*

X-92925

# LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT	
<p><b>If the gambling premises is within city limits,</b> a city official must check the action that the city is taking on this application and sign the application.</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print city name _____</p> <p><i>On behalf of the city, I acknowledge this application.</i> Signature of city personnel receiving application _____</p> <p>Title _____ Date _____</p>	<p><b>If the gambling premises is located in a township,</b> a county official must check the action that the county is taking on this application and sign the application. <b>A township official is not required to sign the application.</b></p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print county name _____</p> <p><i>On behalf of the county, I acknowledge this application.</i> Signature of county personnel receiving application _____</p> <p>Title _____ Date _____</p> <p><b>(Optional) TOWNSHIP:</b> <i>On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]</i></p> <p>Print township name <u>Grimstad</u></p> <p><i>[Signature]</i> Signature of township official acknowledging application _____</p> <p>Title <u>Supervisor</u> Date <u>4-23-12</u></p>
CHIEF EXECUTIVE OFFICER'S SIGNATURE	
<p><i>The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.</i></p> <p>Chief executive officer's signature <u>Dorey C. Bergstrom</u> Date <u>4-23-12</u></p>	
<p><b>Complete a separate application for each gambling event:</b></p> <ul style="list-style-type: none"> <li>• one day of gambling activity</li> <li>• two or more consecutive days of gambling activity</li> <li>• each day a raffle drawing is held</li> </ul> <p><b>Send application with:</b></p> <ul style="list-style-type: none"> <li>• a copy of your proof of nonprofit status, and</li> <li>• application fee for each event</li> </ul> <p>Make check payable to "State of Minnesota."</p> <p><b>To:</b> Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p>	<p><b>Financial report and recordkeeping required</b></p> <p>A financial report form and instructions will be sent with your permit, or use the online fill-in form available at <a href="http://www.gcb.state.mn.us">www.gcb.state.mn.us</a>. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-639-4000.</p>

This form will be made available in alternative format (i.e. large print, Braille) upon request.

**Data privacy notice:** The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

please fax back to 651-639-4032

Reset Form

Thank Ken

State of Minnesota

**SECRETARY OF STATE**

CERTIFICATE OF INCORPORATION

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Wannaska Community Center

Corporate Charter Number: 4400770-2

Chapter Formed Under: 317A

This certificate has been issued on 08/09/2011.

2012 ✓



*Mark Ritchie*  
Secretary of State

ITEM # Trailblazers  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>		
Miller, Ann Marie ▼	Administrative Assistant ▼	May ▼	8 ▼	2012 ▼

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Roseau County Trailblazers

**\*Background (Provide sufficient detail of the subject):**  
 The Roseau County Trailblazers will meet with the Board to seek approval on the clubs 4th Benchmark; the 2012-2013 MN Snowmobile Trails Assistance Program Maintenance and Grooming Application along with the Resolution of Support and will discuss the Clubs back-up grooming plan.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

**ATTEST:** Jeff Pelowski, Interim Coordinator

# SNOWMOBILE TRAILS ASSISTANCE PROGRAM MAINTENANCE AND GROOMING

## Certification of Trail Closure/Application Submission

4<sup>th</sup> Benchmark – Due May By 15<sup>th</sup>

Trail Name: Roseau Trailblazers/BISF#1

Club/Organization Name: Roseau County Trailblazers, Inc.

Sponsor Name (Local Unit of Government): Roseau County

By signing this form, the Sponsor certifies that the above snowmobile trail has been satisfactorily closed as defined within the Minnesota Snowmobile Trails Assistance Program Manual, an application for the coming grant round is completed and on file by May 15<sup>th</sup> and that a backup grooming plan is in place and is on file in the event the groomer or the operator are not able to maintain the trails.

Sponsor Signature: \_\_\_\_\_

Sponsor Title: \_\_\_\_\_

Date: \_\_\_\_\_

Is there any reason why the Department of Natural Resources should withhold any part of this payment?      YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please elaborate-

\_\_\_\_\_

**Amount requested \$ 12,180.84 (Up to 10% of the original contract.)**

Department Use Only

**THIS INVOICE APPROVED FOR PAYMENT BY:**

Area Trails & Waterways Supervisor	Date	FY	Amount
		12	\$ 12,180.84

<input type="checkbox"/> FINAL	SWIFT CONTRACT & PO #  C#%33745 PO# 3-7334	Signature
--------------------------------	--	-----------

**MINNESOTA SNOWMOBILE TRAILS ASSISTANCE PROGRAM  
MAINTENANCE AND GROOMING APPLICATION**

Trail/Area Name /Type of Trail (PRINT or TYPE) <b>Roseau County Trail System &amp; BISF Section 1</b>	Date <b>5/8/12</b>	
Trail Administrator (PRINT or TYPE) <b>Rich Gross</b>	Trail Administrator Signature	
Address (No. & Street, RFD, Box No., City, State, Zip Code) <b>43271 Co Road 124, Roseau, MN 56751</b>	Home Phone Number <b>218-463-0412</b>	Work Phone Number <b>218-463-3635</b>

<b>GPS Verified Miles of Trail:</b> <b>341.32</b>	<b>Date of Meeting Attended:</b> <b>5-8-12</b>
--	---

Department Use Only			
<b>Verified Miles:</b>	<b>Mileage Rate:</b>	<b>Amount:</b>	<b>Recommended:</b>
			\$ _____

**SPONSOR APPROVAL**

Unit of Government <b>Roseau County</b>	Telephone Number (Include Area Code): <b>218-463-4248</b>	
Authorized Signature of Sponsor	Title Board Chair	Date

**CERTIFICATION BY DEPARTMENT OF NATURAL RESOURCES**

Authorized Signature For DNR	Area Trails Supervisor	Date
Authorized Signature For DNR	Regional Parks and Trails Manager	Date

**Checklist/Mandatory Attachments:**

- |   |  |
|---|--|
| <input type="checkbox"/> Certification of Trail Closure/4 <sup>th</sup> Benchmark | <input type="checkbox"/> Proof of Club Non-Profit Status |
| <input type="checkbox"/> Grooming Logs from the Previous Year                     | <input type="checkbox"/> Trail Contact Information       |
| <input type="checkbox"/> Sponsor Resolution                                       | <input type="checkbox"/> Sign Order (if applicable Form) |
| <input type="checkbox"/> Update of Current Trail Alignments                       |  |
| <input type="checkbox"/> Backup Grooming Plan                                     |  |



ITEM # RRWD 1  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>		
Sando, Rob	RRWD	May	8	2012

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Palmville Project Joint Powers Agreement

**\*Background (Provide sufficient detail of the subject):**  
 Requesting the Board review the Roseau River Watershed Districts Palmville Project Joint Powers Agreement.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

**ATTEST:** Jeff Pelowski, Interim Coordinator

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources ("State"), Roseau County Board of Commissioners ("County"), and the Roseau River Watershed District Board of Managers ("District").

**Recitals**

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of a Joint Powers Agreement to conduct operations and maintenance of the Palmville Flood Damage Reduction and Fen Restoration Project to proceed according to the procedures provided in the Operations and Maintenance Plan for the project (see Appendix A).

**Agreement**

**1 Term of Agreement**

1.1 *Effective date:* February 10, 2012, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 *Expiration date:* None, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Agreement between the Parties**

2.21 The State agrees to allow the District and County to conduct operations, maintenance, and monitoring of the Palmville Flood Damage Reduction and Fen Restoration Project on State property according to the attached Operations and Maintenance Plan presented in Appendix A.

2.22 The District agrees to allow the State and County to conduct operations, maintenance, and monitoring of the Palmville Flood Damage Reduction and Fen Restoration Project according to the attached Operations and Maintenance Plan presented in Appendix A.

2.23 The County agrees to allow the State and the District to conduct operations, maintenance, and monitoring of the Palmville Flood Damage Reduction and Fen Restoration Project on the county easement right-of-way according to the attached Operations and Maintenance Plan presented in Appendix A.

**3 Payment . Not applicable**

The total obligation of the State, County and District under this agreement will not exceed \$0. No payments will be made from one entity to another under this agreement.

**4 Authorized Representatives**

The State's Authorized Representative is Randy Prachar, Wildlife Area Manager, Minnesota DNR - Thief Lake WMA, 42280 240th Avenue NE, Middle River, MN 53737, 218-222-3747 or his/her successor.

The County's Authorized Representative is Russel Walker, Chairman, Roseau County Board of Commissioners, 606 5th Ave. SW, Roseau, MN 56751 218-463-2541 or his/her successor.

The District's Authorized Representative is Todd Miller, Chairman, Roseau River Watershed District, 108 3rd Ave. SW, Roseau, MN 56751, 218-463-0313 or his/her successor.

**5 Assignment, Amendments, Waiver, and Contract Complete**

5.1 *Assignment.* The State, County or District may neither assign nor transfer any rights or obligations under this agreement without the prior consent of State, County and District and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

**5.2 Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

**5.3 Waiver.** If the State, County or District fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

**5.4 Contract Complete.** This agreement contains all negotiations and agreements between the State, County, and District. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## **6 Indemnification**

In the performance of this contract by the District and County, or the District's and County's agents or employees, the District and County must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by the District or County:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the County or District may have for the State's failure to fulfill its obligation under this contract.

## **7 State Audits**

Under Minnesota Statute § 16C.05, Subdivision 5, the State's, County's, and District's books, records, documents, and accounting procedures and practices relevant to this agreement 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 agreement.

## **8 Government Data Practices**

The State, County and District must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State, County or District under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the State, District or County under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by the State, County, and District.

If the County or District receives a request to release the data referred to in this clause, the County or District must immediately notify the State. The State will give the County or District instructions concerning the release of the data to the requesting party before the data is released.

## **9 Venue**

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

## **10 Termination**

**10.1 Termination.** The State, County or District may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**1. STATE ENCUMBRANCE VERIFICATION**

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

**STATE AGENCY**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

CFMS Contract No. A- \_\_\_\_\_

**ROSEAU RIVER WATERSHED DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ROSEAU COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MINNESOTA DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_

(with delegated authority – Ed Boggess)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Material Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:

- Agency
- RRWD
- Roseau County
- State's Authorized Representative – Photo Copy

ITEM # RRWD  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>
Sando, Rob	RRWD	May 8, 2012

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 RRWD Building Maintenance

**\*Background (Provide sufficient detail of the subject):**  
 Requesting the Board consider a quote for painting the Old Law Enforcement Center. A quote in the amount of \$3,070.60 has been submitted by Northern Air.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

**ATTEST:** Jeff Pelowski, Interim Coordinator

**NORTHERN AIR**  
**BOX 302**  
**1243 S. ATLANTIC**  
**HALLOCK, MN 56728**  
**PH. (218) 843-3484**

**Estimate**

DATE	ESTIMATE NO.
4/30/2012	2622

NAME / ADDRESS
ROSEAU RIVER WATER SHED 108 3RD ST NE STE 109 ROSEAU MN 56751
<i>Fax 463-0315</i>

P.O. NO.	PROJECT

ITEM	DESCRIPTION	QTY	COST	Total
LABOR	LABOR WASH 3000 SQ FT BUILDING	8	80.00	640.00
LABOR	LABOR PRIME AND PAINT	12	80.00	960.00
PM	PAINT AND MATERIALS PRIMER 4-603	12	42.00	504.00T
PM	PAINT AND MATERIALS DTM PAINT	12	56.00	672.00T
LINE	MASKING AND MATERIALS (1 COLOR)		200.00	200.00T
LINE	MASKING AND MATERIALS (2 COLORS ADD \$400.00)			0.00T
	SALES TAX		6.875%	94.60
<b>Total</b>				<b>\$3,070.60</b>

Phone #

ITEM # RRWD  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>
Sando, Rob	RRWD	May 8, 2012

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Adobe Acrobat Software

**\*Background (Provide sufficient detail of the subject):**

Requesting sharing the County's Adobe Acrobat Software.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

**ATTEST:** Jeff Pelowski, Interim Coordinator

ITEM # Emerg Mgmtt  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>
Nelson, Gracia	Emergency Management	May 8 2012

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Hazard Mitigation Assistance Planning Grant

**\*Background (Provide sufficient detail of the subject):**  
 Roseau County's Five Year Hazard Mitigation Plan is up for renewal. Northwest Regional Development wrote the original plan (along with assistance from Roseau County Emergency Management, Roseau County Board and department heads, cities, townships, watersheds, schools, MnDOT, DNR, MPCA, and FEMA. The original plan was accepted by FEMA on March 27, 2008.

**\*Financial Consideration:**  
 We are applying for a \$30,000 grant of which \$7,500 is Roseau County's match. The match will be provided in-kind so Roseau County will not have to supply funds.

**\*Legal Consideration:**  
 None

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**  
 See attached Resolution Authorizing Participation in Planning Process and Execution of Sub-Grant Agreement and Letter of Commitment of Funds.

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

**ATTEST:** Jeff Pelowski, Interim Coordinator



STATE OF MINNESOTA  
Department of Public Safety  
Division of Homeland Security and Emergency Management  
444 Cedar Street, Suite 223  
St. Paul, MN 55101-6223  
(651) 201-7400

## HAZARD MITIGATION ASSISTANCE PLANNING GRANT APPLICATION INSTRUCTIONS

### Overview

Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) grants are administered in the State of Minnesota by the Minnesota Division of Homeland Security and Emergency Management (HSEM). Mitigation Plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The planning process is as important as the plan itself. It creates a framework for risk-based decision making to reduce damages to lives, property, and the economy from future disasters. Hazard mitigation is any sustained action taken to reduce or eliminate long-term risk to people and their property from natural hazards. This is a cost share grant program with FEMA paying 75% of all eligible costs and the local community being responsible for the remaining 25% of the costs. Eligible applicants include local (county/city/tribal) governments.

FEMA approved local mitigation plans are a prerequisite for any future funding through the Hazard Mitigation Assistance grant programs. *Please note: FEMA's Public Assistance and Individual Assistance programs are not affected by the local mitigation plan status.*

### Responsibilities

The Project Costs and Plan Development sections will be used by HSEM to manage the grant contract. HSEM may request revisions to ensure the application meets FEMA guidance prior to submittal. The subgrantee is responsible to ensure that if a consultant is hired, local procurement guidelines are followed. The subgrantee is responsible for delivering a FEMA approved and adopted Hazard Mitigation Plan.

### Eligible Planning Components

New and updated hazard mitigation plans are eligible through this program. The components of the plan will be based on the items identified in section C (Plan Development) of the grant application. FEMA planning requirements are the minimum standards to be used for the mitigation plan. Any items that exceed FEMA requirements will be reviewed by HSEM to determine if they are applicable under the HMA requirements.

### Review and Approval

The timeline and funding is dependent on numerous factors but generally is as follows:

- Hazard mitigation grant application is submitted to state.
- State reviews the application. Applicant may need to revise and resubmit application if necessary.
- Dependent upon funding and state priorities, application will be submitted to FEMA.
- Once approved and awarded by FEMA, the state will notify applicant and mail grant award for signature.

## Attachments

Please submit signed attachments at time of application.

### 1. Resolution

The State of Minnesota requires potential sub-grantees to pass a resolution indicating their desire to participate in this program and authorizes an individual to sign the Sub-grant Award Agreement and other related documents on behalf of the sub-grantee. This document also serves as the resolution to participate in the planning process for the sub-grantee.

### 2. Letter of Commitment of Funds

As part of the documentation submitted to FEMA, a letter of commitment of funds for the 25% local match of in-kind services or cash is required.

### 3. Statement of Interest in All-Hazard Mitigation Planning *(Multi-Jurisdictional Plans Only)*

Each participating city is required to submit a letter of interest to participate in the planning process. Townships are not required to submit a Statement of Interest.

James Russell State Hazard Mitigation Officer	Jennifer Nelson Hazard Mitigation Planner	Jim McClosky Hazard Mitigation Planner	Simon Chabel Hazard Mitigation Planner
651-201-7423 <a href="mailto:James.Russell@state.mn.us">James.Russell@state.mn.us</a>	651-201-7427 <a href="mailto:Jennifer.E.Nelson@state.mn.us">Jennifer.E.Nelson@state.mn.us</a>	651-201-7455 <a href="mailto:James.McClosky@state.mn.us">James.McClosky@state.mn.us</a>	651-201-7443 <a href="mailto:Simon.Chabel@state.mn.us">Simon.Chabel@state.mn.us</a>



STATE OF MINNESOTA  
 Department of Public Safety  
 Division of Homeland Security and Emergency Management  
 444 Cedar Street, Suite 223  
 St. Paul, MN 55101-6223  
 (651) 201-7400

**HAZARD MITIGATION ASSISTANCE  
 PLANNING GRANT APPLICATION**

**Directions:**

1. Complete all sections. Boxes expand as you type.
2. Return completed application to the above address, attention State Hazard Mitigation Officer.

**A. PLAN INFORMATION**

**Name of Organization/Agency:**

**Type of Plan (check one):**

- Multi-Jurisdiction Plan                       Single Jurisdiction Plan                       Tribal Community Plan

If the jurisdiction already has an approved mitigation plan: Plan approval date: **March 27, 2008.**

**Note:** Attach a copy of the Plan Requirements Crosswalk supplied by FEMA when the current plan was approved.

**List the communities participating in the plan (county, cities, and/or tribal communities):**

Roseau County, Warroad, Roosevelt, Roseau, Badger, Greenbush and Strathcona.

**Note for Multi-Jurisdictional Plans:** A Statement of Interest in All-Hazard Mitigation Planning for cities listed above are required to be submitted with this application. Townships are optional.

**Eligible Planning Activity (check one):**

- New Plan Development                       Five Year Plan Review

**Note:** Jurisdictions with no plans should check **New Plan Development**. Jurisdictions with plans already approved by FEMA should check **Five Year Plan Review** and also determine:

**Resolution:** applicant has passed or is in the process of passing a resolution authorizing participation in program and designating a signatory.

This document is  attached  pending  other (explain)

**Plan Title: Roseau County All Hazard Mitigation Plan**

**Planning Approach**

**1. Provide a detailed explanation of expected deliverables:**

The expected deliverable is that the current hazard mitigation plan for Roseau County will be approved by FEMA with the update requirements incorporated into the new document. Each jurisdiction will aid in the plan creation process as well as the development of multiple county-wide (and city-wide when appropriate) strategies related to natural disaster mitigation and elimination.

**2. State how the community or the communities have benefited from the current approved plan, specifically from the reduction of the impacts from natural hazards.**

The most recent examples of major mitigation that the city of Roseau has benefited from relate to recent high water events in 2011 and 2009. The city was broken into sections and elevations were developed for each section by the use of linear mapping. The East Diversion Phase I construction was started in 2010 with completion in the spring of 2011. Phase II construction began April 2012 with a projected finish date of end of 2013.

County/city agencies have been working towards bridging communications gaps by becoming interoperable with not only themselves, but with neighboring counties, state agencies and Canada. Towers have been constructed to mitigate service void locations, equipment purchased (hand-held, portable, infrastructure, radios, etc...) and policies created, passed and enforced. Code Red has also been implemented as a method of public alert.

**3. Review FEMAs crosswalk for current plan. List items that were recommended for improvement and how they will be addressed.**

**Requirement 201.6( c )(5): All jurisdictions must adopt the plan.** January 10, 2008 all approval signatures of cities participating in the Mitigation Plan were submitted to the Northwest Regional Development Center.

**Requirement 201.6( c )(2)(iii)(A):** The new plan will include a description of the buildings and infrastructure relative to the hazard areas, and description of the new development that will take place in the hazard areas. New flood plain maps will be included by municipality. We will be incorporating that in upcoming documents as they become available.

**Requirement 201.6 ( c )(2)(iii)(B):** Future updates of the plan will include dollar loss estimates for vulnerable structures and show how the loss estimates were calculated. New addition flood plan maps will be included by municipality.

**B. CONTACT INFORMATION**

<b>PRIMARY POINT OF CONTACT</b>	<b>ALTERNATE POINT OF CONTACT</b>
Name: Gracia Nelson	Name: Russell Walker
Title: Emergency Management Director	Title: Roseau County Board Chairman
Agency: Roseau County HSEM	Agency: Roseau County
Address: 606 5 <sup>th</sup> Ave. SW, Room 132	Address/606 5 <sup>th</sup> Ave SW
City: Roseau Zip Code: 56751	City: Roseau Zip Code: 56751
Telephone Number: (218) 463-3375	Telephone Number: 218-463-4252
Fax Number: 218-463-3252	Fax Number: 218-463-3252
Email Address: gracia.nelson@co.roseau.mn.us	Email Address: wha@mncable.net

## C. PLAN DEVELOPMENT

Explain *how* the community intends to develop or update the mitigation plan. Quarterly reports should reflect work complete in each of the following sections.

### 1. Planning Process

The hazard mitigation planning process for the update will be done through a coordination of efforts from Roseau County Emergency Management and the Northwest Regional Development Commission. The planning process is expected to stay similar with the process used in the creation of the original document. Plan subdivisions will include: an introduction, county information/demographics, hazard information/history, risk analysis, strategy, adoption & public involvement. Although it is intended to keep the updated plan format similar, new added information and FEMA requirements will necessitate adjustments to the layout. Appendices may also be added for additional information such as meeting notices, the completed cross-walk, etc...

Gauging current mitigation status and comparing it to the recent past will be an important addition to the Roseau County All Hazard Mitigation Plan. The mitigation strategy section will denote not only current strategies, but also successful past implementations. Improvements will be able to be seen by comparison of these 2 sections. Mitigation efforts that were either discontinued or redirected will be discussed, with objectives & strategies being altered if possible to achieve the original goal.

The currently adopted plan has seen periodic reviews by the Northwest Regional Development Commission and the Roseau County Emergency Management Director. Mitigation grant proposals will cause an amendment to the Marshall County All Hazard Mitigation Plan if no mention is made in the strategy section; however no amendments have been needed at this time. A copy of the plan is always available in the Roseau County Emergency Management office as well, offering a review opportunity at any time to any interested individual.

**Projected Completion:   2   Months**

### 2. Risk Assessment

It is not anticipated that any new hazard categories will need to be assessed for Roseau County, as the original list was quite detailed. The updated hazard history section has a potential to impact the frequency assessments, and completed mitigation actions could impact the threat and area affected assessments of the risk analysis. Re-assessing the hazards will occur based on historical events, public perception & successful mitigation. Inclusion of the floodplain map in some fashion (web link, map, appendix) followed by a jurisdictional description should be added to the assessment for flooding. Vulnerable population assessments will be updated. Some form of community based-risk assessment will be added in addition to the already provided county information.

**Projected Completion:   2   Months**

### 3. Mitigation Actions

A review of the mitigation strategy section is required in order to take into account changes in the updated hazard, demographic and risk analysis information. New information is expected, as is alteration of the current objectives and strategies. This section will follow the same goal, objective & strategy set-up as seen in the original plan. Time, involvement, cost, affected areas and resource information will be denoted for each strategy as specifically as possible. Each hazard described in detail in the planning section will have strategies meant to either reduce or eliminate associated risks.

Public input and meetings will be imperative towards the addition of new strategies. Although some existing strategies are ongoing in nature, and not meant to be removed, successfully completed objectives will be given a separate category. Explanation will be needed for discontinued or redirected strategies. Every participating jurisdiction will be included in at least one related strategy.

**Projected Completion: 4 Months**

**4. Public Review**

Public review will be incorporated in all sections of plan creation, as it is a fundamental backbone of the update process. Meetings will be held as necessary throughout the plan development. Invited members include original county team members, participating jurisdictions, county/local employees, and other related agencies such as watersheds, power cooperatives, etc... No exclusions will occur however, with invitation methods such as radio/newspaper being used to help give the general public and other interested agencies the chance to participate. Meetings will also occur one-on-one or via teleconference, when necessary. Participation in existing regularly scheduled meetings, such as the annual township, city board & county board meetings are also a part of the public process. The adoption process will also include a county meeting, participating city meetings and a public meeting. The completed plan is always kept at the Emergency Management Director's office in order for public access, as well as to have a knowledgeable staff member there to answer any questions or provide aid.

**Projected Completion: 2 Months**

**5. State Review/FEMA Review**

The plan review process is set through FEMA/HSEM requirements, and is expected to not deviate from the original process. The completed plan will be sent to the HSEM office for review, which will be then referred to FEMA. The required revisions will be performed in the event that a submitted plan does not meet with a successful review from either HSEM and/or FEMA.

**Projected Completion: 5 Months**

**6. Local Adoption**

Each participating city/county jurisdiction will be required to pass a resolution in order to be included under the conditionally updated & approved plan. A public meeting will occur during the adoption process. The plan will be resubmitted to HSEM along with the completed resolutions in order to gain final approval.

**Projected Completion: 3 Months**

**D. BUDGET DETAIL**

List all eligible costs associated with the writing or updating of this plan. Do not include contingency costs in the budget. Local match may be cash, in-kind, or a combination of both. Only Direct Project Costs are allowed.

<b>Items</b>	<b>Total</b>	<b>Federal Cost Share</b>	<b>Local Cost Share</b>	
<b>1. Staff Costs</b>		\$21,000		
<b>2. Plan Mgmt and Participation</b>			\$7,500	
<b>3. Admin</b>		\$1,500		
<b>4.</b>				<b>TOTAL (Whole dollar)</b>
		<b>\$22,500</b>	<b>\$7,500</b>	<b>\$30,000</b>
		<b>75%</b>	<b>25%</b>	

1. Costs incurred prior to the date of the grant award are not eligible for reimbursement.
2. Applicant match salaries should include both base and fringe.
3. No federally funded salaries are allowed to be used as local match.
4. When calculating the Federal and Local cost share, the Federal share total must be rounded down to the whole dollar and Local share must be rounded up to the whole dollar.

## E. BUDGET NARRATIVE

The budget narrative explains the basis for your estimates to include the work activity to be performed for each budget category.

The entire budget request for updating the All Hazard Mitigation Plan for Roseau County is set at \$30,000. This figure is comparable and in-line to other county update requests (both applied for and granted).

1. **Staff Costs:** This category represents the amount available to enlist the aid of a planner to perform the All-Hazard Mitigation Plan update. Unit cost estimation (base + fringe) was set at \$42/hour for a total of 500 hours. It is locally understood that a small amount of deviation may occur in terms of hourly rate, as the individual will not be hired until the update application is approved.
2. **Plan Management and Participation:** This section represents the match portion of the All-Hazard Mitigation Plan update. Match funds will consist of documented in-kind hours (including salaries, related incurred expenses/mileage and the appropriate documentation). It is understood that federally funded salaries are not allowed to be used as local match. The following individuals and the related planning work performed will be included:
  - Emergency Management Director
  - Public meeting participants
  - County/City Board members
  - Township members
  - County/City agency members
3. **Administration:** This section represents work related to the administrative and quarterly requirements of the grant. The \$1,500 was tabulated based on 5% of the entire requested total of \$30,000.

## E. CERTIFICATION

I certify to the best of my knowledge and belief that the information provided in this application and supporting documentation is true and correct. I also have the legal authority to apply for assistance on behalf of the applicant. It is also **understood that no work will begin until** a sub-grantee agreement is fully executed.

### Signed for the applicant:

Gracia C Nelson

Typed name

Emergency Management Director

Signature

Title

Date

**RESOLUTION AUTHORIZING PARTICIPATION IN PLANNING PROCESS  
AND EXECUTION OF SUB-GRANT AGREEMENT**

**WHEREAS**, the County of Roseau is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

**WHEREAS**, the Act establishes a framework for the development of a multi- jurisdictional hazard mitigation plan; and

**WHEREAS**, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and business; and

**WHEREAS**, the plan must include a risk assessment including past hazards, hazards that threaten the county. maps of hazards, an estimate of structures at risk, estimate of potential dollar losses for each hazard, a general description of land uses and future development trends; and

**WHEREAS**, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

**WHEREAS**, the plan must include a maintenance or implementation process including plan updates, integration of plan into other planning documents and how the county will maintain public participation and coordination; and

**WHEREAS**, the draft plan will be shared with the State of Minnesota and the Federal Emergency Management Agency (FEMA) for coordination of state and federal review and comment on the draft; and

**WHEREAS**, approval of the all hazard mitigation plan will make the county eligible to receive Hazard Mitigation Assistance grants as they become available; and

**NOW THEREFORE**, Be it resolved that Roseau County will enter into a sub-grant agreement with the Division of Homeland Security and Emergency Management in the Minnesota Department of Public Safety for the program entitled Hazard Mitigation Assistance (HMA) for the development or update of the Roseau County Hazard Mitigation plan. \_\_\_\_\_ (Name and Title of Authorized Official) is hereby authorized to execute and sign such sub-grant agreements and any amendments hereto as are necessary to implement the plan on behalf of Roseau County.

I certify that the above resolution was adopted by the Board of Commissioners of Roseau County on

\_\_\_\_\_  
(Date)

SIGNED:

WITNESSETH:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Letter of Commitment of Funds**

Roseau County  
606 5<sup>th</sup> Ave. SW  
Roseau, MN 56751

As a potential sub-grantee in a Hazard Mitigation Assistance (HMA) Program, Roseau County hereby commits the matching funds necessary for the proposed Roseau County All Hazard Mitigation Plan Update, 606 5<sup>th</sup> Ave. SW, Roseau, MN 56751.

After FEMA approval and during project implementation, Roseau County acknowledges that it is responsible for providing a minimum of 25% of all eligible project costs or a minimum of \$7,500 in-kind in local matching funds to comply with all grant cost share requirements.

As signed, we understand the responsibilities of a sub-grantee participating in the HMA program and hereby authorize the use of these non-federal funds for this proposed project.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

ITEM # Soc Serv 1

**REQUEST FOR BOARD ACTION**

\* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>
Anderson, Dave ▼	Social Services Director ▼	May ▼ 8 ▼ 2012 ▼

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Approve hiring of Eligibility Worker effective May 14, 2012

**\*Background (Provide sufficient detail of the subject):**  
 Josh Oquist has been offered the position of Eligibility Worker effective May 14, 2012. This position is a Grade 6, Step A and has a starting salary of \$18.29 per hour. This position is filling a retirement vacancy.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

**ATTEST:** Jeff Pelowski, Interim Coordinator

ITEM # \_\_\_\_\_

**REQUEST FOR BOARD ACTION**

\* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>
Foss, Karen ▼	Attorney ▼	May ▼ 8 ▼ 2012 ▼

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
Request for Board Action to Set Public Hearing Date and Publish with a Summary of the Regulated Animal Ordinance

**\*Background (Provide sufficient detail of the subject):**  
Pursuant to Minnesota Statute, a public hearing date must be set and published not less than ten days before the public hearing in order to adopt an ordinance. This request is to set a date for a public hearing and authorize publication of the hearing date along with a summary of the ordinance. Request is to publish the week of May 20th with a public hearing set in conjunction with the June 26th board meeting.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

**ROSEAU COUNTY ORDINANCE # 37**  
**REGULATED ANIMAL ORDINANCE**

WHEREAS, the statutes of the State of Minnesota grant authority to the County Boards of the State to adopt ordinances for the purpose of regulating the keeping of animals, restraining animals from running at large, and authorizing the impounding and sale or summary destruction of animals; and

WHEREAS, the proper exercise of the police power of the County of Roseau requires that dangerous animals, animals running at large and prohibited animals be regulated; now

THEREFORE, County of Roseau does hereby ordain as follows:

**I. DEFINITIONS**

Dangerous Dog. “Dangerous dog” means any dog that has: (1) without provocation, inflicted substantial harm on a human being on public or private property; (2) killed a domestic animal without provocation while off the owner’s property; or (3) been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

Potentially Dangerous Dog. “Potentially dangerous dog” means any dog that: (1) when unprovoked, inflicts bites on a human or domestic animal on public or private property; (2) when unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner’s property, in an apparent attitude of attack; or (3) has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

Unprovoked. “Unprovoked” means the condition in which the dog is not purposely excited, stimulated, agitated or disturbed. It is a rebuttable presumption that any attack on a child fourteen years of age or younger for which a reasonable person connotes an intent to inflict bodily harm will be considered to be unprovoked unless the child is engaged in the commission of a crime or illegal activity, including activities classified under Minnesota Statute 343 as cruelty to animals.

Proper Enclosure. “Proper enclosure” means securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the dog from escaping and providing protection from the elements for the dog. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.

Owner. “Owner” means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of a dog.

Substantial Bodily Harm. “Substantial bodily harm” has the meaning given it under Minnesota Statute Section 609.02, subdivision 7a.

Great Bodily Harm. “Great bodily harm” has the meaning given it under Minnesota Statute Section 609.02, subdivision 8.

Animal Control Officer. “Animal Control Officer” means the agency or person under contract with Roseau County to provide animal control services.

## **II. SCOPE**

1. Animals Running at Large Unlawful. It shall be unlawful for the owner of any animal to permit any dangerous dog, prohibited animal or domestic animal of any kind to run at large.
2. Dangerous Animals May Be Destroyed. The members of the Roseau County Sheriff's Office or any other law enforcement officer in Roseau County is authorized to kill any dangerous dog, domestic animal or prohibited animal when reasonably necessary for the protection of persons or property.
3. Animal Control Officer. The Roseau County Sheriff is hereby designated as the Animal Control Officer for Roseau County. The Roseau County Sheriff, or his or her designee, shall enforce this ordinance and the statutes of the State of Minnesota regulating dangerous dogs, codified as M.S. 347.50, et seq., and as they may be modified or amended.
4. Nuisance. Any dog, domestic animal or prohibited animal found running at large in the County or acting in a manner prohibited herein is hereby declared to be a nuisance and may be impounded and abated as herein provided. The Sheriff of Roseau County or his designee may impound any such animal running at large in violation of the provisions of this ordinance if public safety so requires.
5. Dangerous Dogs. No dangerous dog or dog sick with or liable to communicate rabies or other contagious or infectious disease shall be permitted to run at large in the County. No person may own a dangerous dog in Roseau County unless the dog is registered as provided in M.S. 347.51. The Roseau County Sheriff, or his or her designee, shall act as the animal control authority to issue certificates of registration to the owner of a dangerous dog if the owner presents sufficient evidence of compliance with M.S. 347.51. The fee for the certificate of registration for a dangerous dog in Roseau County shall be \$500.
6. Disturbing the Peace. No person owning or caring for any dog or prohibited animal shall permit such dog or prohibited animal to disturb the peace and quiet of other persons by excessive barking, growling, howling, or other loud noises, or by running through or across private property belonging to others.
7. Waste Control. It shall be unlawful for any person owning or having control or custody of any dog or prohibited animal to permit the dog or prohibited animal to defecate upon the private property of another. If such does occur the person shall immediately remove the feces and

properly dispose of it; provided, however, that nothing herein contained authorizes such person to enter upon the private property of another without permission.

8. Menacing Dogs or Prohibited Animals. It shall be unlawful for the owner or person caring for any animal to permit a dog or prohibited animal to menace or attack persons on public property or on private property not belonging to the owner. It shall be unlawful for any owner to fail to restrain any dangerous dog or prohibited animal which menaces another person as provided herein and upon notification that the dog or prohibited animal has menaced other individuals, the dog or animal shall be restrained by being tied securely or kenneled in an enclosure on the owner's property in such a manner as to render it incapable of harming or threatening others.

9. Bites. Whenever any dog or prohibited animal bites or attacks any person, the owner of the dog or prohibited animal shall immediately notify the Sheriff who shall order the dog or prohibited animal held in a secure enclosure on the owner's premises. If the owner does not keep the dog in a secure enclosure as directed or the Sheriff has reason to believe the owner will not do so, the Sheriff shall have it impounded for a period of ten (10) days. If the owner is not present or cannot be identified the person attacked or any other person may also notify the Sheriff, who shall then order impoundment for a period of ten (10) days. The dog or prohibited animal shall be examined by a licensed veterinarian immediately after it is impounded and again at the end of the ten (10) day period. If, at the end of ten (10) days the veterinarian is convinced that the animal is free from rabies it may then be released from quarantine or impoundment as the case may be and returned to the owner. If the animal dies during the period of quarantine or impoundment, the head of the animal shall be removed by a veterinarian and sent to the State Department of Health or other authority for examination for rabies. The owner of such animal shall be responsible for all costs of examination and shall pay such costs within 30 days of billing by the Sheriff's Office or the examining authority.

10. Animals Impounded – How Redeemed. The owner of any dog, domestic animal or prohibited animal impounded hereunder may redeem the same by paying all the costs, charges and penalties, if any, that have accrued up to the time of making the redemption, and when the same are paid to the Roseau County Sheriff he or she shall release the dog, domestic animal or prohibited animal from impoundment and remit the same to the owner thereof.

11. Enclosure. The enclosure for any dangerous dog or prohibited animal shall consist of confinement of the dog or prohibited animal in a securely enclosed and locked pen or structure suitable to prevent the entry of children, and to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top and shall also provide protection from the elements for the dog or prohibited animal. If the enclosure has no bottom secured to the sides, the sides must be embedded at least two feet into the ground. It shall be constructed of such material as will prevent a dog or prohibited animal housed therein from breaking, tearing, or otherwise penetrating the material in order to escape.

12. Unclaimed animals. Any animal impounded by the Sheriff shall be held for a minimum of five (5) business days. Thereafter, any animal not claimed by the owner may be euthanized by a veterinarian after the following procedure: a. If the owner of the dog or prohibited animal has

been identified, the sheriff shall cause notice of destruction of the animal to be sent to the last known address of the owner by certified mail, or personally served upon the owner. The notice shall provide that the owner may claim the animal and pay applicable impoundment fees within five days of the date of the notice or the animal may thereafter be destroyed or otherwise disposed of. b. If the owner of the animal has not been identified, the sheriff shall cause notice of the destruction of the animal to be posted at the Roseau County Courthouse and published once in the official newspaper of the County, advising that if the animal is not claimed within five days of the date of publication, and impound fees paid, the animal may be destroyed or otherwise disposed of. c. If the animal is not claimed after notice as provided above, the animal may be humanely destroyed or otherwise disposed of. d. The owner of an impounded animal shall pay the cost of impoundment, publication of notice, veterinary care and humane destruction of the animal regardless of whether the animal is claimed by the owner. e. The County Attorney is authorized to take such action as is reasonably necessary to collect unpaid costs.

13. Penalty. Any person found in violation of this ordinance shall be guilty of a misdemeanor and shall be punished by a maximum term of 90 days in jail or a fine up to \$1,000 or both. A second or subsequent violation shall be punished by a minimum fine of \$500 and a term of jail not less than 1 day.

14. Other Remedies Available. The other remedies available at law, including Minnesota Statutes Chapter 346, pertaining to stray animals and Minnesota Statutes Chapter 347, pertaining to dogs and cats, are also applicable to the subject matter of this ordinance, and the use of such alternative remedies shall be discretionary with the Roseau County Sheriff and the Office of the Roseau County Attorney.

15. Taxation of Costs. The Roseau County Board of Commissioners, after notice and opportunity to be heard, may direct that all costs associated with the actions and remedies available in this ordinance for the impoundment, abatement, examination, or control of any animal be charged against the real property of any person determined to be the owner of the animal as a special assessment to be collected as provided by law.

16. Effective Date. This ordinance shall be effective upon adoption by the Roseau County Board of Commissioners.

### **III. DESIGNATION OF A POTENTIALLY DANGEROUS DOG**

a. The Animal Control Officer shall designate any dog as a potentially dangerous dog upon receiving evidence that the dog, when unprovoked, has bitten, attacked, or threatened the safety of a person or a domestic animal as stated above.

b. The Animal Control Officer will cause one owner of the potentially dangerous dog to be notified in writing that the dog is potentially dangerous. The written notice will include dates, times and places of parties bitten or chased in an attitude of attack.

c. The Animal Control Officer may impound any dog determined to pose a threat to public safety pending a final dangerous dog designation.

d. The Animal Control Officer shall quarantine any dog without proof of current rabies vaccination upon receiving evidence that the dog has bitten any person or domestic animal.

- e. The owner of a potentially dangerous dog shall have a microchip implanted in the dog for identification. The owner shall provide the name of the microchip manufacturer and identification number of the microchip to the Animal Control Officer within fourteen (14) days of the designation.
- f. If the owner of a potentially dangerous dog fails to implant a microchip in the dog within fourteen (14) days, the Animal Control Officer may implant the microchip and assess all related costs to the dog's owner.

#### **IV. APPEAL OF A POTENTIALLY DANGEROUS DOG**

- a. Within five (5) business days after receiving notice of a potentially dangerous dog designation by the Animal Control Officer, the owner or custodian of the dog may request a review of the designation by requesting review in writing on a form provided by the Animal Control Officer and submitting written evidence that disputes the declaration to the Animal Control Officer. The Animal Control Officer shall make a final decision within seven (7) days following the receipt of the written request, based upon the written submissions only.
- b. After a dog is finally declared potentially dangerous, the owner or custodian of the dog may request that the Animal Control Officer review the designation annually. An administrative hearing fee of one hundred dollars (\$100.00) shall be required prior to such a review. At the review, the owner or custodian must provide evidence that the dog's behavior has changed. If the Animal Control Officer finds sufficient evidence that the dog's behavior has changed, the Animal Control Officer may rescind the potentially dangerous dog designation.

#### **V. DESIGNATION OF A DANGEROUS DOG**

- a. The Animal Control Officer shall designate any dog a dangerous dog upon receiving evidence that the dog has, when unprovoked, inflicted substantial harm on a person or killed a domestic animal as stated in 3(a) above.
- b. The Animal Control Officer shall designate any dog a dangerous dog upon receiving evidence that a dog, which has previously been declared a potentially dangerous dog, has again bitten, attacked or threatened the safety of a person or domestic animal as stated in 3(a) above.
- c. The Animal Control Officer may impound any dog determined to pose a threat to public safety pending a final dangerous dog designation order.
- d. The Animal Control Officer shall quarantine any dog without proof of current rabies vaccination upon receiving evidence that the dog has bitten any person or domestic animal.
- e. The Animal Control Officer will cause one owner of the dog to be notified in writing that the dog is dangerous. The written notice will include dates, times and places of parties bitten.
- f. The Animal Control Officer will also provide one owner of the dog with a Dangerous Dog Registration form.
- g. Within fourteen (14) days of a declaration that a dog has been deemed a dangerous dog, the owner or custodian of the dog shall complete the Dangerous Dog Registration form and file it with the Roseau County Auditor with evidence showing that:
  - (1) a proper enclosure exists for the dangerous dog and the premises are posted with a clearly visible warning sign, including a warning symbol to inform children, that there is a dangerous dog on the property;
  - (2) a surety bond has been issued by a surety company authorized to conduct business in this state in the sum of at least \$300,000, payable to any person injured by the dangerous dog, or a

policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least \$300,000, insuring the owner for any personal injuries inflicted by the dangerous dog and payable to the injured person(s);

(3) the owner has paid an annual fee of \$500, in addition to any regular dog licensing fees, to obtain a certificate of registration;

(4) the dog has had a microchip identification implanted;

(5) the dog has an easily identifiable tag with the uniform dangerous animal symbol affixed to its collar at all times; and

(6) the dog is current in all vaccinations.

## **VI. APPEAL OF A DANGEROUS DOG DESIGNATION**

a. Within five (5) business days after a dangerous dog designation is made by the Animal Control Officer, the owner or custodian of the dog may request a hearing to contest the designation. The request for a hearing shall be made in writing on a form provided by the Animal Control Officer.

b. The hearing shall be held before the Roseau County Administrator or by an independent hearing examiner selected by the Roseau County Administrator, not more than fifteen (15) days after receipt of the request for hearing. The hearing officer will make findings of fact and will either affirm or reject the Animal Control Officer's dangerous dog designation or may impose other sanctions as warranted. The hearing officer shall make a final decision within seven (7) days of the hearing.

c. If the hearing officer confirms the dangerous dog designation, the owner or custodian of the dog shall complete the Dangerous Dog Registration form and file it with the Roseau County Auditor with evidence as set forth in Section 6(g) above within fourteen (14) days of final decision.

d. After a dog is finally declared dangerous, the owner or custodian of the dog may request that the Animal Control Officer review the designation annually. An administrative hearing fee of one hundred dollars (\$100.00) shall be required prior to such a review. At the review, the owner or custodian must provide evidence that the dog's behavior has changed. If the Animal Control Officer finds sufficient evidence that the dog's behavior has changed, the Animal Control Officer may rescind the dangerous dog designation.

## **VII. DESTRUCTION OF DOG**

a. If no appeal is filed, the dangerous dog designation will stand and the Animal Control Officer may order the animal destroyed.

## **VIII. VIOLATION OF DANGEROUS DOG REGISTRATION**

a. The Animal Control Officer shall immediately seize a dangerous dog if: (1) the dog is not maintained in a proper enclosure; (2) the dog is outside the proper enclosure and not under the physical restraint of a responsible person; (3) the dog is not validly registered within 14 days after the owner has notice that the dog is dangerous; or (4) the owner does not secure the proper liability insurance or surety coverage within 14 days after the owner has notice that the dog is dangerous.

b. The owner or custodian may reclaim the dog upon payment of impounding and boarding fees, and presenting proof to the Animal Control Officer that the requirements of Minnesota Statute Sections 347.51 and 347.52 have been met.

c. A dangerous dog not reclaimed under this section within fourteen (14) days may be disposed of as provided by law and the owner is liable to the Animal Control Authority for costs incurred in confining and disposing of the dog.

#### **IX. EXEMPTIONS**

a. The provisions of this section do not apply to police K-9 dogs used by law enforcement officials for police work. b. Dogs may not be declared dangerous if the threat, injury, or damage was sustained by a person: (1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog; (2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or (3) who was committing or attempting to commit a crime.

#### **X. CRIMINAL PENALTY**

a. The owner of a dog declared dangerous or potentially dangerous who fails to comply with the requirements of this section shall be guilty of a misdemeanor, with penalties as provided under Minnesota law.

#### **XI. RABIES QUARANTINE**

Whenever any dog without proof of current rabies vaccination has bitten any person or domestic animal, the owner or custodian of the dog, upon being notified by the Animal Control Officer or local law enforcement, will immediately cause the dog to be quarantined with the Animal Control Authority or by a veterinarian licensed to practice in the State of Minnesota, for a period of ten (10) days after the person has been bitten. Within 24 hours of impoundment, a veterinarian will observe the animal and examine the animal if necessary to ascertain whether symptoms of rabies exist. If at the end of ten days the veterinarian diagnoses the dog to be free of the signs of rabies, the dog will be released from quarantine. If the dog dies, the head will be sent to the State Department of Health for examination for rabies. The owner of the dog is responsible for the cost of quarantine and examination by the veterinarian. c. Whenever any dog with proof of current rabies vaccination has bitten any person or domestic animal, the owner or custodian of the dog, upon being notified by the Animal Control Officer or local law enforcement, will immediately cause the dog to be quarantined in their home for a period of ten (10) days after the person has been bitten. If at the end of ten days, the dog appears to be free of rabies, the home quarantine shall end. If the dog becomes ill or dies during the period of home quarantine, the owner shall immediately notify the Animal Control Officer for examination.

ITEM # Highway  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>
Ketring, Brian ▼	Engineer ▼	May ▼ 8 ▼ 2012 ▼

Amount of time being requested:

**\*Subject Title (As it will appear on the agenda):**  
 Call for Bids

**\*Background (Provide sufficient detail of the subject):**  
 We need authorization to call for bids on: (1) SAP 68-613-20 for Aggregate Base project on CSAH 13 north of Salol, (2) CP 1108 Maintenance Shouldering Project on CSAH 8 west of Wannaska, and (3) SAP 68-599-99 Spruce Township Bridge Replacement north of H&J on Haycreek (CD 7).

**\*Financial Consideration:**  
 (1) State Aid Construction Account, (2) County Maintenance Levy, (3) Township Bridge/State Bonding/Local Spruce Township

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**Board Action:**

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

**ATTEST:** Jeff Pelowski, Interim Coordinator

ITEM # Cty Board 1  
**REQUEST FOR BOARD ACTION**  
 \* Required Fields



<b>*Person Responsible for Request</b>	<b>*Department</b>	<b>*Board Meeting Date</b>		
<input type="text"/>	<input type="text"/>	May	8	2012

**\*Subject Title (As it will appear on the agenda):**  
 Committee Reports

**\*Background (Provide sufficient detail of the subject):**  
 Commissioners Phillipe and Swanson have submitted committee reports for Board review.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>
<input type="text"/>	<input type="text"/>

**Board Action:**

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson	<input type="text"/>	Passed <input type="text"/>				
Phillipe	<input type="text"/>	Failed <input type="text"/>				
Foldesi	<input type="text"/>					
Falk	<input type="text"/>	Tabled <input type="text"/>				
Walker	<input type="text"/>					

**ATTEST:** Jeff Pelowski, Interim Coordinator

**Roseau County Board  
May 2012 Committee Report  
Glenda A. Phillipe**

**April 24 – Warroad Community Education Committee**

Kindergarten numbers down; bathrooms being replaced at softball complex; summer pool and summer staff in place.

**April 24 – Roseau County Board- Roseau  
COW**

**April 24 – RCCoA – Roseau**

Meet with Carla and Steve to finalize plans for drivers' appreciation dinner.

**April 24 – Public Health – Roseau**

ITV presentation regarding heat-related deaths in MN.

**April 25 – Warroad Watershed – Warroad**

Received grant money for survey project; office moving to new location; requested that addresses be listed by each property in Roseau County – let's move on this!!!

**April 27 – RCCoA – Driver Appreciation Dinner – Warroad**

RCCoA Drivers' Appreciation Dinner at the WACC attended by 35 people. Great program!

**April 30 – Joint Airport Zoning Board**

Clean-up on RWY 13 approach; met with landowner. Work in progress; looking for fill.

**MAY 2012**

**May 1 – Roseau County Sheriffs' Department - Roseau**

COW

**May 1 – Roseau County Courthouse Department Heads – Roseau**

COW

**May 4 – DNR Parks and Trails Legacy Advisory Committee Meeting – Apple Valley**

**May 8 – Roseau County Board - Roseau**

**May 8 – Retreat Prep – Roseau**

**May 14 – Warroad City Council – Warroad**

**May 14 – Warroad School Board – Warroad**

**May 15 – Roseau County Highway Department – Roseau**

**May 15 – Social Services Board – Roseau**

**May 16 – Lake Township – Warroad**

**May 17 – Warroad Parks and Rec Board – Warroad**

**May 21 – Warroad Port Authority – Warroad**

**May 22 – Roseau County Board – Roseau**

**May 23 – Retreat - Roseau**

**May 24 – Retreat – Roseau**

**May 29 – Warroad City Council -Warroad**

## **JACK SWANSON COMMITTEE REPORTS**

**APRIL 24, 2012 - PUBLIC HEALTH COMMITTEE; teleconference on extreme heat events, and their impact on public health**

**APRIL 25, 2012 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY; talked about a shortage of rental housing/apartments/mobile homes in Roseau County**

**APRIL 26, 2012 - ROSEAU COUNTY AFFORDABLE HOUSING PROGRAM; lowered interest rate to 2% (from 4%); talked about a grant application for housing rehab**

**MAY 1, 2012 - SHERIFF'S COMMITTEE; talked about prisoner transport options**

**MAY 1, 2012 - COURTHOUSE DEPARTMENT HEADS**

**MAY 2, 2012 - OPERATIONS COMMITTEE; talked about early retirement options; anniversary date policy**

**MAY 2, 2012 - COMMUNITY JUSTICE COORDINATING COMMITTEE; talked about Teen Journey parenting component; early family intervention, perhaps through Kids N Us program**

**MAY 2, 2012 - ROSEAU RIVER WATERSHED BOARD**

**MAY 3, 2012 - NORTHERN COUNTIES LAND USE COORDINATING COMMITTEE (GRAND RAPIDS)**

**MAY 7, 2012 - ROSEAU CONVENTION & VISITORS BUREAU**

**MAY 7, 2012 - ROSEAU CITY COUNCIL**

ITEM # Jail Bond Bids

**REQUEST FOR BOARD ACTION**

\* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Pelowski, Jeff	Coordinator	May	8	2012

**\*Subject Title (As it will appear on the agenda):**  
Resolution Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$4,490,000 General Obligation Jail Refunding Bonds, Series 2012A, (see attached).

**\*Background (Provide sufficient detail of the subject):**  
Ehlers will receive the Bond Bids in their office the morning of May 8th. Bruce Kimmel, Ehlers representative, will attend the May 8th Board meeting to present the Bids at 11:30 am. Please review the attached supporting documentation for additional information.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

**\*Resolution (Wording should reflect the intent of the Board vote):**

**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:** Jeff Pelowski, Interim Coordinator

CERTIFICATION OF MINUTES RELATING TO  
\$4,490,000 GENERAL OBLIGATION JAIL REFUNDING BONDS, SERIES 2012A

Issuer: Roseau County, Minnesota

Governing Body: Board of County Commissioners

Kind, date, time and place of meeting: A regular meeting held May 8, 2012, at 8:30 a.m., at the County offices.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING ISSUANCE, AWARDED SALE,  
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE  
PAYMENT OF \$4,490,000 GENERAL OBLIGATION JAIL REFUNDING  
BONDS, SERIES 2012A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this \_\_ day of \_\_\_\_\_,  
2012.

\_\_\_\_\_  
County Coordinator

It was reported that \_\_\_\_\_ ( \_\_\_) sealed proposals for the purchase of \$4,490,000 General Obligation Jail Refunding Bonds, Series 2012A were received prior to 11:30 a.m., pursuant to the Official Statement distributed to potential purchasers of the Bonds by Ehlers & Associates, Inc., financial advisor to the County. The proposals have been publicly opened, read and tabulated and were found to be as follows:

(See Attached)

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption, which motion was seconded by Commissioner \_\_\_\_\_:

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE,  
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE  
PAYMENT OF \$4,490,000 GENERAL OBLIGATION JAIL REFUNDING  
BONDS, SERIES 2012A

BE IT RESOLVED by the Board of Commissioners (the "Board") of Roseau County, Minnesota (the "County"), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. The Board hereby determines that it is in the best interest of the County to issue its General Obligation Jail Refunding Bonds, Series 2012A (the "Bonds"), in the principal amount of \$4,490,000, upon the terms and conditions hereinafter set forth, to be used to refinance, in a crossover refunding pursuant to Minnesota Statutes, Section 475.67, subdivision 13, the 2016-2027 maturities of the County's General Obligation Jail Bonds, Series 2006A, which are outstanding in the principal amount of \$4,200,000 (the "Refunded Bonds"). February 1, 2015 (the "Crossover Date") is the earliest date upon which the Refunded Bonds may be redeemed without payment of premium. The refunding is being carried out for the purpose described in Minnesota Statutes, Section 475.67, subdivision 3, section (b)(2)(i) and in compliance with Minnesota Statutes, Chapter 475. The proceeds of the Refunded Bonds were used to expand the County's existing jail and law enforcement center, all pursuant to Minnesota Statutes, Chapter 475 and Section 641.23. The Board hereby determines that the debt service payable in any year on the Bonds and all other obligations issued pursuant to Minnesota Statutes, Section 641.23 (\$\_\_\_\_\_) is less than a levy of 0.09671 percent of the taxable market value of all real property within the County (\$\_\_\_\_\_); therefore, pursuant to Minnesota Statutes, Section 641.23, the Bonds may be issued without an election.

1.02. Sale. The County has retained Ehlers & Associates, Inc. as independent financial advisor in connection with the sale of the Bonds. Pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph (9), the requirements as to public sale do not apply to the issuance of the Bonds. Pursuant to the Terms of Proposal and Official Statement, sealed bids for the purchase of the Bonds were received at or prior to the time specified for the opening of bids. The bids have been publicly opened, read and considered and the purchase price, interest rates and net interest cost under the terms of each bid have been determined. The most favorable bid received is that of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ and associates (the "Purchaser"), to purchase the Bonds at a price of \$\_\_\_\_\_ plus accrued interest to the date of issuance and delivery, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Chairperson and County Coordinator are hereby authorized and directed on behalf of the County to execute a contract for the sale of the Bonds with the Purchaser.

1.04. Savings. It is hereby determined that:

(a) by the issuance of the Bonds, the County will realize a substantial interest rate reduction, a gross savings of approximately \$\_\_\_\_\_ and a present value savings (using the yield on the Bonds, computed in accordance with Section 148 of the Code, as the discount factor) of approximately \$\_\_\_\_\_; and

(b) as of the Crossover Date, the sum of (i) the present value of the debt service on the Bonds, computed to their stated maturity dates, after deducting any premium, using the yield of the Bonds as the discount rate, plus (ii) any expenses of the refunding payable from a source other than the proceeds of the Bonds or investment earnings thereon, is lower by \_\_\_\_\_% than the present value of the debt service on the Refunded Bonds, exclusive of any premium, computed to their stated maturity dates, using the yield of the Bonds as the discount rate.

**SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.**

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Board to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of the date of original issuance thereof, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities, shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2016	\$345,000	%
2017	345,000	
2018	345,000	
2019	350,000	
2020	360,000	
2021	365,000	
2022	375,000	
2023	380,000	
2024	390,000	
2025	400,000	
2026	410,000	
2027	425,000	

[REVISE MATURITY SCHEDULE FOR ANY TERM BONDS]

The Bonds shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest on and, upon surrender of each Bond, the principal amount thereof, shall be payable by check or draft issued by the

Registrar described herein, provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.07 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.06 and upon any subsequent transfer or exchange pursuant to Section 2.05, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing February 1, 2013, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day.

2.04. Appointment of Initial Registrar. The County hereby appoints Bond Trust Services Corporation in Roseville, Minnesota, as the initial bond registrar, transfer agent and paying agent (the "Registrar"). The Chairperson and County Coordinator are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar, effective upon not fewer than thirty days' written notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register, as hereinafter defined, to the successor Registrar.

2.05. Registration. The effect of registration and the rights and duties of the County and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a register (the "Bond Register") in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged. The term Holder or Bondholder as used herein shall mean the person (whether a natural person, corporation, association, partnership, trust, governmental unit, or other legal entity) in whose name a Bond is registered in the Bond Register.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered for payment, transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith, and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the County and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.06. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the County Coordinator and shall be executed on behalf of the County by the signatures of the Chairperson and the County Coordinator, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the County Coordinator shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.07. Securities Depository.

(a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the County agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of

Bonds under this Resolution, registering the transfer of Bonds, and for all other purposes whatsoever, and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Resolution, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the County to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the County determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the County may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chairperson or County Coordinator, if not previously filed, is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.08. Redemption. Bonds maturing in 2023 and later years shall be subject to redemption and prepayment at the option of the County, in whole or in part, in such order as the County shall determine and within a maturity by lot as selected by the Registrar in multiples of \$5,000, on February 1, 2022, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS–  
ADD ADDITIONAL PROVISIONS IF THERE ARE ADDITIONAL TERM BONDS]

[Bonds maturing on February 1, \_\_\_\_\_, \_\_\_\_ and \_\_\_\_ (the “Term Bonds”) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.08 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

<u>Year</u>	<u>Principal Amount</u>
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The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, \_\_\_\_\_.

<u>Year</u>	<u>Principal Amount</u>
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The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, \_\_\_\_\_.

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, \_\_\_\_\_. ]

The County Treasurer shall cause notice of the call for redemption thereof to be published as required by law and, at least thirty days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.05 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

2.09. Form of Bonds. The Bonds shall be prepared in substantially the following form:

UNITED STATES OF AMERICA

STATE OF MINNESOTA

ROSEAU COUNTY

GENERAL OBLIGATION JAIL REFUNDING BONDS, SERIES 2012A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	May 30, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

ROSEAU COUNTY, STATE OF MINNESOTA (the “County”), acknowledges itself to be indebted and hereby promises to pay the principal amount specified above on the maturity date specified above, with interest thereon from the date of original issue specified or from the most recent interest payment date to which interest has been paid or duly provided for at the annual rate specified above, payable on February 1 and August 1 in each year, commencing February 1, 2013, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month, subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on Bond Trust Services Corporation, Roseville, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the “Registrar”). For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

This Bond is one of an issue (the “Bonds”) in the aggregate principal amount of \$4,490,000, issued pursuant to a resolution adopted by the Board on May 8, 2012 (the “Resolution”) to provide funds to refund certain outstanding general obligation jail bonds of the County, and issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds maturing in 2023 and later years shall be subject to redemption and prepayment at the option of the County, in whole or in part, in such order as the County shall determine and within a maturity by lot as selected by the Registrar in multiples of \$5,000, on February 1, 2022,

and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption.

[Bonds maturing in the years \_\_\_\_, \_\_\_\_ and \_\_\_\_ shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, \_\_\_\_.

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, \_\_\_\_.

<u>Year</u>	<u>Principal Amount</u>
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The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, \_\_\_\_.]

Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the County will cause notice of the call for redemption to be published if and as required by law, and, at least thirty days prior to the designated redemption date, will cause notice of the call to be mailed by first class mail (or, if applicable, provided in accordance with the operational arrangements of the bond depository), to the registered owner of any Bond to be redeemed at the owner's address as it appears on the bond register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the County at the principal office of the Registrar, by the

registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the County will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Bonds have been designated by the County as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the County.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof the Board of Commissioners has levied ad valorem taxes upon all taxable property in the County, which taxes will be collectible for the years and in the amounts sufficient, together with expected escrow fund earnings, to produce sums not less than five percent in excess of the principal of and interest on the Bonds when due, and has appropriated such taxes to the payment of such principal and interest; that if necessary for payment of such principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the County, without limitation as to rate or amount; that the issuance of this Bond, together with all other indebtedness of the County outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the County to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Roseau County, State of Minnesota, by its Board of County Commissioners, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and County Coordinator and has caused this Bond to be dated as of the date of the original issue set forth above.



requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: \_\_\_\_\_

[end of bond form]

**SECTION 3. USE OF PROCEEDS.** Upon payment for the Bonds by the Purchaser, the County Coordinator shall deposit the proceeds of the Bonds with U.S. Bank National Association, in St. Paul, Minnesota (the "Escrow Agent") for application in accordance with the Escrow Agreement, a form of which has been presented to this Council. The Chairperson and County Coordinator are hereby authorized to enter into an Escrow Agreement with the Escrow Agent establishing the terms and conditions for the escrow account in accordance with Minnesota Statutes, Section 475.67.

**SECTION 4. GENERAL OBLIGATION JAIL REFUNDING BONDS, SERIES 2012A BOND FUND.** The Bonds shall be payable from a separate and special General Obligation Jail Refunding Bonds, Series 2012A Bond Fund (the "Bond Fund") of the County, which Bond Fund the County agrees to maintain until the Bonds have been paid in full. If the money in the Bond Fund should at any time be insufficient to pay principal and interest due on the Bonds, such amounts shall be paid from other moneys on hand in other funds of the County, which other funds shall be reimbursed therefor when sufficient money becomes available in the Bond Fund. The moneys on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. Into the Bond Fund shall be paid: (a) any amounts appropriated thereto pursuant to the Escrow Agreement; (b) all taxes collected pursuant to Section 5 hereof, (c) all excess amounts on deposit in the debt service funds maintained for the payment of the Refunded Bonds upon the retirement of the Refunded Bonds on the Crossover Date; and (d) any other funds appropriated by the Board for the payment of the Bonds. If the aggregate balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the County which is available for that purpose, subject to reimbursement from the Bond Fund when the balance therein is sufficient, and the Board covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

**SECTION 5. PLEDGE OF TAXING POWERS.** For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the County shall be and are hereby irrevocably pledged. In order to produce aggregate amounts not less than five percent in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes have been

and are hereby levied on all taxable property in the County, the taxes to be levied and collected in the following years and amounts:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
		See attached levy calculation

The taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

**SECTION 6. DEFEASANCE.** When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease. The County may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date, provided, however, that if such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the County shall have received a written opinion of nationally-recognized bond counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

**SECTION 7. CERTIFICATION OF PROCEEDINGS.**

7.01. Registration of Bonds. The County Coordinator is hereby authorized and directed to file a certified copy of this Resolution with the Treasurer of Roseau County and obtain a certificate that the Bonds have been duly entered upon the Treasurer's bond register.

7.02. Authentication of Transcript. The officers of the County and the County Treasurer are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified

copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the County as to the correctness of all statements contained therein.

7.03. Official Statement. The Official Statement relating to the Bonds dated April 26, 2012, which has been prepared and distributed by Ehlers & Associates, Inc., financial advisor to the County, is hereby approved. Ehlers & Associates, Inc. is hereby authorized on behalf of the County to prepare and distribute to the Purchaser within seven business days from the date hereof, a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934. The officers of the County are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

#### SECTION 8. TAX COVENANTS; ARBITRAGE MATTERS; AND CONTINUING DISCLOSURE.

8.01. General Tax Covenant. The County covenants and agrees with the registered owners of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. It is hereby certified that the proceeds of the Refunded Bonds were used to expand and furnish the County's existing jail and law enforcement center and the County covenants and agrees that, so long as the Bonds are outstanding, the County shall not enter into any lease, management agreement, use agreement or other contract with any nongovernmental entity relating to the facility so financed which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

8.02. Arbitrage Certification. The Chairperson and County Coordinator being the officers of the County charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with Section 148 of the Code, and applicable Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and Regulations.

8.03. Arbitrage Rebate. The County acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The County covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no "gross proceeds" of the Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof.

8.04. Qualified Tax-Exempt Obligations. This Board hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) which will be issued by the County and all subordinate entities during calendar year 2012 does not exceed \$10,000,000.

8.05. Continuing Disclosure. (a) Limited Exemption from Rule. The Securities and Exchange Commission (the “SEC”) has promulgated amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (as in effect and interpreted from time to time, the “Rule”) which govern the obligations of certain underwriters to require that issuers of municipal Bonds enter into contracts for the benefit of the Bondholders to provide continuing disclosure with respect to the Bonds. This Board hereby finds, determines and declares that the Bonds are exempt from the application of paragraph (b)(5) of the Rule by reason of the exemption granted in paragraph (d)(2) thereof. Specifically, this Board hereby finds that the only “obligated person” (within the meaning of the Rule) with respect to the Bonds is the County and that, giving effect to the issuance of the Bonds and any other securities required to be integrated with the Bonds, there will be no more than \$10 million in principal amount of municipal securities outstanding on the date of issuance of the Bonds as to which the County is an obligated person (excluding municipal securities exempt from the Rule under paragraph (d)(1) thereof because, among other things, they were issued in minimum denominations of \$100,000). In making such finding, the County hereby represents that it has not issued within the six months before the date of issuance of the Bonds and that it reasonably expects that it will not issue within six months after the date of issuance of the Bonds, other securities of the County of substantially the same security and providing financing for the same general purpose or purposes as the Bonds. The exemption from the Rule for the Bonds is conditioned upon the County agreeing to provide certain continuing disclosure as hereinafter provided. The County has complied in all material respects with any undertaking previously entered into by it under the Rule.

(b) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the original purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the “Rule”), which will enhance the marketability of the Bonds, the County hereby makes the following covenants and agreements for the benefit of the Bondowners (as hereinafter defined) from time to time of the outstanding Bonds. The County is the only “obligated person” in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. The County has complied in all material respects with any undertaking previously entered into by it under the Rule. If the County fails to comply with any provisions of this section, any person aggrieved thereby, including the Bondowners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and

punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, "Owner" or "Bondowner" means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any "Beneficial Owner" (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, "Beneficial Owner" means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The County will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the County, the following information at the following times:

(1) on or before 365 days after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2011, the following financial information and operating data in respect of the County (the "Disclosure Information"):

(A) the audited financial statements of the County for such fiscal year, accompanied by the audit report and opinion of the accountant or government auditor relating thereto, as permitted or required by the laws of the State of Minnesota, containing balance sheets as of the end of such fiscal year and a statement of operations, changes in fund balances and cash flows for the fiscal year then ended, showing in comparative form such figures for the preceding fiscal year of the County, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and

(B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: "Current Property Valuations," "Direct Debt," "Tax Levies and Collections," "Population Trend," and "Employment/Unemployment" which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of

the Disclosure Information and, within 10 days after the receipt thereof, the County shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, that have been filed with the SEC or have been made available to the public on the Internet Web site of the Municipal Securities Rulemaking Board (the "MSRB"). The County shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the County have materially changed or been discontinued, such Disclosure Information need no longer be provided if the County includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the County determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (3) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1), then the County shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults, if material;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers, or their failure to perform;
- (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (G) Modifications to rights of security holders, if material;
- (H) Bond calls, if material, and tender offers;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities, if material;
- (K) Rating changes;
- (L) Bankruptcy, insolvency, receivership or a similar event with respect to the County;
- (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the

- termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell an Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of an Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(3) In a timely manner, notice of the occurrence of any of the following events or conditions:

- (A) the failure of the County to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
- (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the County under subsection (d)(2);
- (C) the termination of the obligations of the County under this section pursuant to subsection (d);
- (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information; and
- (E) any change in the fiscal year of the County.

(c) Manner of Disclosure.

(1) The County agrees to make available to the MSRB, in an electronic format as prescribed by the MSRB from time to time, the information described in subsection (b).

(2) The County further agrees to make available, by electronic transmission, overnight delivery, mail or other means, as appropriate, the information described in subsection (b) to any rating agency then maintaining a rating of the Bonds at the request

of the County and, at the expense of such Bondowner, to any Bondowner who requests in writing such information, at the time of transmission under paragraph (1) of this subsection (c), or, if such information is transmitted with a subsequent time of release, at the time such information is to be released.

(3) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

(1) The covenants of the County in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the County under this section shall terminate and be without further effect as of any date on which the County delivers to the Registrar an opinion of City's current Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the County to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

(2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the County from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Bondowners of any Bonds, by a resolution of this City filed in the office of the recording officer of the County accompanied by an opinion of City's current Bond Counsel, who may rely on certificates of the County and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the County or the type of operations conducted by the County, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the County agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

NOTICE OF REDEMPTION

\$6,100,000 General Obligation Jail Bonds, Series 2006A  
Dated as of April 20, 2006  
Roseau County, Minnesota

NOTICE IS HEREBY GIVEN THAT there have been called for redemption and prepayment on February 1, 2015, all outstanding Bonds of the above-referenced issue maturing February 1 in the following years and amounts and having the interest rates listed below:

<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>	<u>CUSIP</u>
2016	\$280,000	4.000%	*
2017	290,000	4.000	*
2018	300,000	4.000	*
2019	310,000	4.000	*
2020	325,000	4.000	*
2021	340,000	4.000	*
2022	355,000	4.000	*
2023	365,000	4.000	*
2024	385,000	4.100	*
2025	400,000	4.125	*
2026	415,000	4.125	*
2027	435,000	4.200	*

\* full call

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of the Bonds should present them for payment to U.S. Bank National Association, St. Paul, Minnesota, as paying agent for the Bonds, at the address below, on or before said date, when they will cease to bear interest.

By Mail , Overnight Mail, or Courier Service:

U.S Bank National Association  
West Side Flats - Operations Center  
EP-MN-WS3C  
60 Livingston Avenue  
St. Paul, MN 55107

In Person, By Hand:

U.S Bank National Association  
Bond Drop Window, First Floor  
60 Livingston Avenue  
St. Paul, MN 55107  
651.495-3920

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Paying Agent shall not be responsible for the selection of or use of the CUSIP number, nor is any representation made as to its correctness indicated in this Notice of Redemption. It is included solely for the convenience of the Holders.

Additional information may be obtained from the undersigned or from Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, Minnesota 55113 (651-697-8500), financial advisor to the County.

Dated: \_\_\_\_\_, 2012.

BY ORDER OF THE BOARD OF COUNTY  
COMMISSIONERS OF SHERBURNE  
COUNTY, MINNESOTA

/s/ \_\_\_\_\_  
County Coordinator

CERTIFICATE OF COUNTY TREASURER AS TO  
REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Treasurer of Roseau County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution of the Board of County Commissioners of Roseau County, Minnesota, adopted on May 8, 2012, setting forth the form and details of an issue of \$4,490,000 General Obligation Jail Refunding Bonds, Series 2012A, dated as of the date of issuance thereof, and levying taxes for the payment thereof.

I further certify that the issue has been entered on my bond register and the tax levy has been filed as required by Minnesota Statutes, Sections 475.61 through 475.63.

WITNESS my hand and official seal on this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
County Treasurer

(SEAL)