
September 25, 2012

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on September 25, 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 Delegations/Board Appointments/Public Comments*

1. DNR Delegation - Con Con Parcel Evaluations

9:15 Consent Agenda

1. Proceedings
2. Geo-Com Contract
3. Emergency Management Performance Grant
4. Stonegarden Grant
5. Final Payment to Holthusen Construction

9:20 County Committee Reports

9:20 Department Reports

County Treasurer

1. Unclaimed Property

County Attorney

1. Hennepin County Fannie Mae and Freddie Mac Law Suit

County Auditor

1. 2013 Unorganized Township Levy and Budget
2. Tax Forfeited Property Clean-up

10:00 BREAK

10:15 County Board Items

1. Radio (Narrow Band) Update
2. Commissioner Committee Reports

10:45 Unfinished Business

10:45 Adjourn

***Limited to five minutes**

ITEM # Appt 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
		Sep	25	2012

Amount of time being requested: 30 MINUTES

*Subject Title (As it will appear on the agenda):
Roseau Co Con Con Parcel Evaluations

*Background (Provide sufficient detail of the subject):
 Helen Cozzetto, Lori Dowling and John Williams of the MN DNR will present results of the Roseau Co Con Con Parcel Evaluations as directed by MN Statutes Chapter 84A 6115.1500-6115.1550

*Financial Consideration:
 Information only

*Legal Consideration:
 Information only

*Other Consideration:
 NA

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

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 # Consent 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Miller, Ann Marie ▼	Administrative Assistant ▼	Sep ▼	25 ▼	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 September 11, 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)

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

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

September 11, 2012

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, on Tuesday, September 11, 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

A discussion of forfeiture fund expenditures was added as a County Attorney item; a discussion on the Council on Local Results and Innovation was added to Committee Reports and an update from the Sheriff's office on the missing person in Beltrami Island State Forest was added after Committee Reports. A motion to approve the revised agenda was made by Commissioner Falk, seconded by Commissioner Foldesi and carried unanimously.

APPROVE BILLS

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

Warrants Approved For Payment 8/30/2012

Vendor Name	Amount
AFLAC	2,564.92
WIDSETH SMITH NOLTING	24,882.46
6 Payments less than 2,000.00	2,021.35
Final Total:	29,468.73

Warrants Approved For Payment 8/30/2012

Vendor Name	Amount
SCHOOL DIST 447	9,439.74
SCHOOL DIST 682	53,205.32
SCHOOL DIST 690	44,107.14
TOWN OF GOLDEN VALLEY	2,359.94
TOWN OF REINE	2,509.83
8 Payments less than 2,000.00	2,026.22
Final Total:	113,648.19

Warrants Approved For Payment 9/06/2012

Vendor Name	Amount
CENTURYLINK	3,152.85
GLADEN CONSTRUCTION INC	124,469.47
JOHNSON OIL CO INC	2,174.00
JOHNSON/LAURE A	3,526.88
MN DEPT OF FINANCE -TREAS	2,186.00
NW MN SERV COOP-BLUE CROSS BLUE SHIELD	66,215.00
RIVERFRONT STATION	7,434.86
THYGESON CONSTRUCTION INC	64,494.89
22 Payments less than 2,000.00	11,585.42
Final Total:	285,239.37

Warrants Approved On 9/11/2012 For Payment 9/14/2012

Vendor Name	Amount
BROCK WHITE CO LLC	27,737.27
DELL MARKETING LP	2,138.29
ENVIRONMENTAL SYSTEMS RESEARCH INST	2,027.50
FARMERS UNION OIL CO-LK BRNSN	3,339.19
GARCIA/DAKOTA J	13,945.00
HALVERSON SAND & GRAVEL INC	3,960.00
HEIM/AL	8,150.00
MAR-KIT LANDFILL	37,765.95
MN DEPT OF TRANSPORTATION	4,158.23
MSOP-MN SEX OFFENDER PROGRAM-D 462	2,948.10
NORTHERN RESOURCES COOPERATIVE	27,232.26
NORTHLAND TIRE	7,781.35
RDO EQUIPMENT COMPANY	29,000.00
ROSEAU CO HWY DEPT	13,414.52
SJOBERG'S INC	2,718.20
TITAN MACHINERY	37,872.51
WIDSETH SMITH NOLTING	3,627.50
ZIEGLER INC	224,943.39
77 Payments less than 2,000.00	28,653.89
Final Total:	481,413.15

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS

Britt Dahl - Roseau County Historical Society (RCHS)

Executive Director Britt Dahl met with the Board to review the 2012 RCHS activities and discuss exhibits planned for 2013. Ms. Dahl presented the Board with the RCHS's 2013 budget and appropriation request. The Board will act on this request in conjunction with other County appropriations.

Scott Johnson - Roseau County Soil and Water Conservation District (SWCD)

Manager Scott Johnson met with the Board to review the SWCD's 2013 budget and appropriation request. The Board will act on this request in conjunction with other County appropriations.

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Swanson, seconded by Commissioner Foldesi and carried unanimously. The Board, by adoption of the Consent Agenda, approved the August 28, 2012 Proceedings; approved a benefit payout for Civil Process Clerk Brandy Christian; approved the 2013 Natural Resources Block Grant Agreement in the amount of \$81,908.00 and the 2013 Program Allocation and Contribution Plan Table; approved the Roseau County Trailblazers 2012-2013 Maintenance and Grooming Contract in the amount of \$121,808.40; and approved the Office of Justice Crime Victim Services Grant Agreement in the amount of \$40,000.00. (Commissioner Swanson noted, for the record, his disappointment that the State did not award Roseau County the funding for the Violence Intervention/Sexual Assault Portion of this grant). The Geo-Com contract item was removed from the Consent Agenda.

COMMITTEE REPORTS

Insurance Committee

Gwynne Roadfelt, Insurance Committee Chair, met with the Board on behalf of the Committee to present the 2013 Employee Health Insurance and Benefit plan

recommendations. A motion was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously to adopt the following resolution:

2012-09-01

BE IT RESOLVED that the Roseau County Board does hereby approve the following Health Insurance recommendations for 2013:

HEALTH INSURANCE

Insurance Pool minimum/maximums are reviewed and voted on annually by the Northwest Service Cooperative CCOGA Advisory Council. The Advisory Council chose a minimum premium increase of 0%, and a maximum premium increase of 23% for pool members. Blue Cross Blue Shield (BCBS) of Minnesota calculated a 1% INCREASE for Roseau County's group for 2013. The impact of the 1% premium increase is listed below.

		<u>2012</u>	<u>2013</u>	<u>Increase Per Month</u>
\$2,250 Deductible VEBA:	Single	\$359.00	\$362.50	\$3.50
	Family	\$843.50	\$852.00	\$8.50
\$5,000 Deductible HSA/VEBA:	Single	\$300.00	\$303.00	\$3.00
	Family	\$704.50	\$711.50	\$7.00

Based on the current employee health plan participation, the total *monthly* impact of the 1% increase will be approximately **\$613.00**; the total *annual* impact will be approximately **\$7,356.00**.

Note: *The estimated annual premium billed in 2013 is \$791,304. Approximately \$47,070 of that amount is premium paid by our retired and non-retired COBRA participants.*

In 2012, the employer premium contribution is \$261.76 per month toward a single plan, and \$632.50 per month toward a family plan. The contribution toward premium is currently the same for both deductible plans.

The current employer contribution to the employee's VEBA or HSA account is: \$100.00 per month/single plan, and \$200.00 per month/family plan.

Roseau County currently carries 35 active single contracts, 66 active family contracts, 7 COBRA retiree single contracts, 1 COBRA retiree family contract, 1 non-retiree COBRA single contract, and 1 non-retiree COBRA family contract. Retiree and non-retiree COBRA participants pay their own premiums. Per current policy, retired COBRA participants on Roseau County's health insurance, receive the same VEBA or HSA contribution as active employees. Non-retiree COBRA participants do not receive a VEBA or HSA contribution.

The Insurance Committee recommends that the County continue to offer the \$2,250 deductible BCBS VEBA Health Plan and the \$5,000 deductible BCBS VEBA/HSA plan as a second option for employees.

The Insurance Committee also recommends that the County absorb the 1% premium rate increase. The reason for this recommendation is due to the 2012 and 2013 wage freeze.

2013 health insurance cost share recommendation:

		<u>Premium</u>	<u>Employer</u>	<u>Employee</u>
\$2,250 Deductible VEBA:	Single	\$362.50	\$265.26	\$ 97.24
	Family	\$852.00	\$641.00	\$211.00
\$5,000 Deductible HSA/VEBA:	Single	\$303.00	\$264.76	\$ 38.24
	Family	\$711.50	\$639.50	\$ 72.00

No change is recommended to the employer contribution to the employee's VEBA or HSA accounts which are currently \$100.00 per month/single plan, and \$200.00 per month/family plan.

SELECT ACCOUNT

There are no changes to Select Account's administration fee of \$1.83 per participant, per month, for 2013 (*premium saver interest earning account*). The fee covers the administration of Medical Flexible spending accounts, Day Care Flexible spending accounts, VEBA accounts, and HSA accounts for active employees. Inactive employees/retirees pay their own account fees. The annual cost of administering employees' flex, VEBA, and HSA accounts for 2013 is estimated to be \$ 2,300.

125 FLEX MEDICAL AND DEPENDENT CARE PLANS:

The Insurance Committee recommends continuing with *Select Account* to handle our 125 Medical FLEX monies.

The Insurance Committee recommends that we continue with the same flex design plan.

- The **2013** plan year maximum medical flex contribution is **\$2,500**, (*currently \$4,000—Federal Law change*).
- The plan year maximum dependent care flex contribution is \$5,000, (amount set by the IRS).
- Medical Crossover: automatically enrolled in crossover, but can opt out. Existing elections will not be changed.
- Debit cards are available to employees who opt out of crossover.
- We do not allow a "grace period" to incur claims for reimbursement from the previous year's medical flex dollars.
- We do currently offer a "run out" period of three months to submit expenses and recommend that the "run out" period be continued.

A motion was made by Commissioner Swanson, seconded by Commissioner Phillippe and carried unanimously to adopt the following resolution:

2012-09-02

BE IT RESOLVED, that the Roseau County Board does hereby approve the 2013 employee benefit plan recommendations as follows:

LIFE INSURANCE

Prudential: *Prudential* life insurance rates will remain unchanged for 2013. (Prudential guaranteed the 2011 life insurance rates continue for 2012 and 2013.) A \$10,000 basic life insurance policy is provided at no cost to all eligible employees. A \$5,000 dependent life insurance is also provided for the spouse, and \$10,000 for dependent children. **The employer cost is \$3.46 per eligible participant for the employee and dependent basic coverage.** Employees may purchase supplemental life coverage of up

to \$500,000/EE, and up to \$250,000/Spouse. **The Insurance Committee recommends continuing life insurance coverage through *Prudential*.**

NCPERS Group Decreasing Term Life: The Insurance Committee recommends continuing to offer the voluntary NCPERS Group Decreasing Term Life Insurance option to employees. The premium remains fixed at \$16.00 per month. This plan is 100% employee sponsored. There are no County dollars involved.

LONG TERM DISABILITY INSURANCE

***Hartford* Long Term Disability rates will remain unchanged for 2013.** (*Hartford* guaranteed the 2011 LTD rates continue for the years 2012 and 2013.) Long Term Disability is 100% employee sponsored. No County dollars are involved. **The Insurance Committee recommends continuing with *Hartford* for Long Term Disability Insurance coverage.**

DENTAL INSURANCE

Our current dental insurance carrier, *United Health* quoted a 50% increase for 2013. Quotes were obtained from other carriers, with *Dearborn National* providing the lowest bid; however, 11% higher than our 2012 rates. Dental Insurance is 100% employee sponsored. No County dollars are involved. **The Insurance Committee recommends selecting *Dearborn National* for Dental Insurance coverage for 2013.**

SHORT TERM DISABILITY INSURANCE

Short Term Disability is 100% employee sponsored. No County dollars are involved. *Colonial Life* is our current Short Term Disability Insurance provider. *Colonial Life* is an individual plan, rather than a group plan, but was chosen because they allow as few as 3 participants. The Insurance Committee received and reviewed quotes and plan information from another carrier. As a result, *Dearborn National's* plan offers a richer benefit, no health history is required, and is less expense than the *Colonial* individual plan. They do require 10 enrolled participants. We currently have 10 participants in our *Colonial* plan. **The Insurance Committee recommends surveying our employees prior to open enrollment to find out if we have enough interest in our group to participate in the *Dearborn Short Term Disability* plan. If enough employees want to enroll, we will offer Short Term Disability coverage with *Dearborn* effective January 1, 2013. In the event that there is not enough employee interest in *Dearborn's* Short Term Disability plan, we will continue to offer our current Short Term Disability plan through *Colonial Life*.** Each employee will receive a packet of information which will include a rate table that will clearly illustrate the specific cost for each weekly option.

LONG TERM CARE INSURANCE

Long Term Care Insurance is offered to employees and is 100% employee sponsored. No County dollars are involved. Coverage is provided by CNA through the Minnesota Long Term Care Partnership Program. **The Insurance Committee recommends continuing the current coverage offering.**

VISION INSURANCE

Eye Care coverage is offered to employees through the *Ameritas Group*. It is 100% employee sponsored. No county dollars are involved. Our rates are unchanged for 2013. **The Insurance Committee recommends continuing the current coverage offering for the vision insurance plan.**

AFLAC:

Aflac coverage is a 100% employee sponsored. No County dollars are involved. Aflac plans offered are: Accident, Cancer, Specified Health, Personal Sickness, and Hospital Indemnity. Employees have been very receptive to Aflac coverage; especially the Accident and Cancer plans. **The Insurance Committee recommends continuing the current coverage offering through AFLAC for 2013.**

DEFERRED COMPENSATION:

Roseau County offers three deferred compensation plans whereby employees may elect to set aside pre-tax dollars for retirement. Deferred Comp plans are available to employees through *Nationwide Retirement Solutions, American Funds, and Edward Jones*. Deferred Compensation is 100% employee sponsored. No County dollars are involved. **The Insurance Committee recommends continuing with the current plan offerings for 2013.**

WELLNESS NEWSLETTER

As part of the Employee Wellness Program, Roseau County provides employees monthly health newsletter provided by WELCOA. An electronic version of the newsletter is distributed to employees where County computer access is provided. In work environments where computer access is not provided, the County provides a paper copy that is included with pay stubs. The annual cost is \$365.00 and our subscription will expire on April 30, 2013. (The WELCOA newsletter is the least expensive newsletter available.) **The Insurance Committee recommends continuing to provide the WELCOA newsletter to employees.**

WELLNESS INITIATIVE

Incentive: We are in *year two* of a Wellness Pilot Program with the NW Service Coop. In 2012, an incentive in the amount of \$200 was provided to each employee who completed a health risk assessment between November 1st and November 18th of 2011. In 2013, an incentive in the amount of \$240 will be provided to each employee who completes a health risk assessment **and** participates in biometric screening in 2012. No amount of incentives shall be payable as taxable cash compensation.

Application of Incentives: Incentives earned by employees shall be applied to: (1) the HSA's of employees who have established HSA's through a custodian selected by employer, or; (2) the individual accounts (VEBA) of employees under the employer's HRA funded through the Minnesota Service Cooperative VEBA Plan and Trust in the manner determined by employer or as otherwise agreed upon. Individual employees are not permitted to determine how incentives will be applied.

DEADLINE DATES

Blue Cross Blue Shield requires our renewal plan confirmation no later than 60 days prior to our open enrollment date. In order to begin our benefits open enrollment by November 15th, we need to send our health plan confirmation to BCBS by September 15, 2012. A new requirement of the Affordable Care Act for 2013, is that the employer must distribute a *Summary of Benefits and Coverage* to employees prior to the start of open enrollment. BCBS will prepare the Summary of Benefits, but requires 60 days to do so.

Operations Committee

Interim Coordinator Jeff Pelowski met with the Board on behalf of the Operations Committee to discuss appointments to the Rural Business Enterprise Grant Loan

Committee. The Operations Committee is recommending the Board appoint two Commissioners, three local banking representatives, and the County Auditor as an ex-officio member. A motion to appoint Commissioner Roger Falk, Commissioner Glenda Phillipe, Border State Bank Representative Joe Ulwelling, Citizens State Bank Representative Bob Foley, Jr. and Security State Bank Representative Gary Boekelheide along with Auditor Martie Monsrud as an ex-officio member, was made by Commissioner Swanson, seconded by Commissioner Phillipe and carried unanimously.

Interim Coordinator Pelowski will coordinate the first meeting of the RBEG Loan Committee.

DEPARTMENT REPORTS

Auditor's Office

A motion was made by Commissioner Falk, seconded by Commissioner Swanson and carried unanimously to adopt the following resolution:

2012-09-03

BE IT RESOLVED, that the payable 2013 Proposed Property Tax Levy for Roseau County is hereby approved, as follows:				
	Fund	Levy		
	Revenue	\$3,293,653		
	Road & Bridge	1,200,000		
	Welfare	1,630,000		
	Debt Service	474,100		
	Total	\$6,597,753		

(Note: 2013 Preliminary Levy is identical to the 2012 Final Levy)

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

2012-09-04

BE IT RESOLVED, that the 2013 proposed Budget - incorporating the Proposed Levy as shown above - is hereby approved, as follows:				
	Fund	Revenues	Expenditures	Net Budget
	Revenue	\$5,699,530	\$5,809,850	-\$110,320
	Road & Bridge	9,441,927	9,568,947	-127,020
	Welfare	3,395,480	3,559,980	-164,500
	Debt Service	486,520	446,474	40,046
	Tax Supported			
	Funds - Total	\$19,023,457	\$19,385,251	-\$361,794
	Environmental	\$1,036,679	\$1,040,871	-\$4,192
	Total - All Funds	\$20,060,136	\$20,426,122	-\$365,986

BE IT FURTHER RESOLVED, that the Roseau County Board of Commissioners will hold a meeting at the Courthouse on Tuesday, December 11, 2012, at 6:30 p.m. to discuss the Proposed Levy and Budget and allow the public to comment and ask questions.

Auditor Monsrud requested the Board adopt a Fund Balance Policy per the recommendation of the County's Auditing firm of Hoffman, Dale and Swenson. This policy establishes specific guidelines of how the County will maintain fund balances as well as guidelines for classifying these fund balances. A motion was made by Commissioner Phillipe, seconded by Commissioner Walker and carried unanimously to adopt the following policy:

COUNTY OF ROSEAU, MN
FUND BALANCE POLICY
Adopted September 11, 2012

I. PURPOSE

The purpose of this policy is to establish specific guidelines the County of Roseau will use to maintain an adequate level of fund balance to provide for cash flow requirements and contingency needs because half of the major revenues, including property taxes and other government aids are received in the second half of the County's fiscal year.

The purpose of this policy is to also establish specific guidelines the County of Roseau will use to classify fund balances into a categories based primarily on the extent to which the County is bound to honor constraints on the specific purposes for which amounts in these funds can be spent.

II. CLASSIFICATION OF FUND BALANCE/PROCEDURES

1. Nonspendable

- This category includes fund balances that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include inventories and prepaid amounts.

2. Restricted

- Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation.

3. Committed

- Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the County Board. The committed amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action it employed to commit those amounts.
- The County Board will annually or as deemed necessary commit specific revenue sources for specified purposes by resolution. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period.
- To remove the constraint on specified use of committed resources the County Board shall pass a resolution

4. Assigned

- Amounts that are constrained by the County's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance in the General Fund includes amounts that are intended to be used for specific purposes.
- The County Board has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the County Auditor.

5. Unassigned

- Unassigned fund balance represents the residual classification for the General Fund. It includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned fund balance amount.
 - i. The County will maintain an unrestricted fund balance in the General fund of an amount not less than **35 to 50 %** of the next year's budgeted expenditures of the General fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids are received in the second half of the County's fiscal year.
 - ii. Unrestricted fund balance can be "spent down" if there is an anticipated budget shortfall.
 - iii. If spending unrestricted fund balance in designated circumstances has reduced unrestricted fund balance to a point below the minimum targeted level, as noted above, the replenishment will be funded by future tax levies.

III. STABILIZATION ARRANGEMENTS

Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.

The County Board will set aside amounts by motion as deemed necessary that can only be expended when a natural disaster, flooding, tornado, etc. exist as the need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

IV. MONITORING AND REPORTING

The County Auditor shall annually prepare the status of fund balances in relation to this policy and present to the County Board in conjunction with the development of the annual budget.

When both restricted and unrestricted resources are available for use, it is the County's policy to first use restricted resources, and then use unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, it is the County's policy to use resources in the following order; 1.) committed 2.) assigned and 3.) unassigned.

A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General Fund.

A motion to set November 9, 2012 at 2:00 p.m. for the County Tax-Forfeited Land Sale was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

The Board discussed the renewal of the University of Minnesota Extension 4H Memorandum of Agreement. A motion to approve the Agreement was made by Commissioner Phillippe, seconded by Commissioner Falk and carried 4-1 with Commissioners Falk, Phillippe, Swanson and Walker in favor and Commissioner Foldesi opposed.

County Attorney

County Attorney Karen Foss met with the Board to discuss the purchase of a squad car camera and body wire recording equipment. Ms. Foss stated that the equipment will be purchased by using funds received from certain property subject to forfeiture and seized in connection to criminal activity and designated to the County Attorney's office and the Sheriff's Department pursuant to MN Statute §609.5315 Subd. 5. The Board, by consensus, approved this purchase.

COUNTY BOARD ITEMS

Watershed Appointments

The Board reviewed applications for the appointment of one Manager to the Roseau River Watershed Board. A motion to approve Aaron Magnusson to a three year term as a Roseau River Watershed Board Manager, commencing October 19, 2012 and concluding October 19, 2015, was made by Commissioner Falk, seconded by Commissioner Swanson and carried by a three to two vote with Commissioners Swanson, Falk and Foldesi in favor and Commissioners Phillippe and Walker opposed.

The Board reviewed applications for the appointment of one Manager to the Two Rivers Watershed Board. A motion to approve Alan Brazier to a three year term as a Two Rivers Watershed Board Manager, commencing October 29, 2012 and concluding October 29, 2015, was made by Commissioner Falk, seconded by Commissioner Foldesi and carried unanimously.

Missing Person Search Update

Sheriff Gust updated the Board on the missing person search in the Beltrami Island State Forest. Sheriff Gust reviewed the progress of the search to date and discussed plans to resume the search as the foliage falls from the trees. The Board was informed of the financial impact this search will have on the Department's budget and the possible need for emergency funding.

COMMISSIONER COMMITTEE REPORTS

Commissioner Falk reported on the following committee meeting(s): Roseau River Watershed District, 9/5/12; Sheriff Committee, 9/5/12; Department Head meeting, 9/5/12; Operations Committee, 9/5/12; Northwest Regional Development Commission, 9/10/12.

Commissioner Foldesi reported on the following committee meeting(s): Northwest Regional Development Commission, 9/10/12.

Commissioner Phillippe reported on the following committee meeting(s): Land of the Dancing Sky, Area Agency on Aging, 8/29/12; Sheriff Committee, 9/5/12; Department Head meeting, 9/5/12; Operations Committee, 9/5/12; Warroad Parks and Rec, 9/7/12; Warroad City Council, 9/10/12; Warroad School Board, 9/10/12.

Commissioner Swanson reported on the following committee meeting(s): Roseau School Board, 8/30/12; Roseau River Watershed, 9/5/12; Sheriff Committee, 9/5/12; Department Head meeting, 9/5/12; Operations Committee, 9/5/12; Community Justice Coordinating Committee, 9/5/12; Health Insurance Committee, 9/6/12; Roseau City Council, 9/10/12. Commissioner Swanson informed the Board that the Council on Local Results and Innovation is seeking applications for four seats available for a four-year Legislative appointment to the Council.

Commissioner Walker reported on the following committee meeting(s): Department Head meeting, 9/5/12.

Upon motion carried, the Board adjourned the regular meeting at 12:30 p.m. The next regular meeting of the Board is scheduled for September 25, 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



*Person Responsible for Request	*Department	*Board Meeting Date		
Gust, Steve ▼	Sheriff ▼	Sep ▼	25 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Geo-com Maintenance Contract

***Background (Provide sufficient detail of the subject):**
 Geo-Com is the maintenance provider for the 911 dispatch mapping. They update addresses, roadways, etc, for accuracy in emergency calls and also getting needed addresses to people in general.

***Financial Consideration:**
 Contract is for one year for \$8000.00.

***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

Dispatch Mapping Support Project Agreement

This 'Dispatch Mapping Support Project Agreement' ("the Agreement") is made by and between **Roseau County** ("Customer"), organized under the laws of the State of Minnesota and **Geo-Comm, Inc** ("GeoComm") a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer," and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development and professional project management and is willing to provide those services to the Customer based on this background. The Customer desires to have services provided by GeoComm.

Therefore, the parties agree as follows:

Section 1 - Description of Service and Limitations of Exhibits

Beginning upon contract signing, GeoComm will provide the goods and services (collectively the Services) described in Exhibit A and attached and incorporated herein by reference, and shall be referred to as "the Exhibits." The Services are further explained in the Exhibits and include, without limitation, explanation concerning the following:

- GIS Data Maintenance Services
- Software Support Services

Section 2 - Payment

The Customer shall pay a fee to GeoComm of **\$8,000.00** for services as described in the Exhibits and provided under this agreement by GeoComm. The Customer agrees to pay GeoComm in full within forty-five (45) days of contract signing. Services under this agreement will be provided from **September 1, 2012, through August 31, 2013.**

Section 3 - Termination

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid and return any software and hardware received.

Section 4 - Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer.

Section 5 - Disclosure

GeoComm is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that GeoComm may be involved with, on behalf of the Customer.

Section 6 - Employees

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement shall also be bound by the provisions of this agreement.

Section 7 - Injuries

GeoComm acknowledges its obligation to obtain appropriate insurance coverage for the benefit of GeoComm and its employees. GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement and that are a result of the negligence of GeoComm or its employees or agents.

Section 8 - Indemnification

GeoComm agrees to indemnify and hold the Customer harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Customer that result from the acts or omissions of GeoComm and/or its employees or agents.

Section 9 - Insurance

GeoComm shall obtain comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. All policies shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the Customer. Minimum limits for GeoComm liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out of a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy. GeoComm shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees.

Section 10 - Data Confidentiality

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hard-copy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this contract, without the express permission of the Customer.

Section 11 - Nondiscrimination

During the performance of this Agreement, GeoComm agrees that no person shall, on the grounds of any status protected by law, be excluded from full employment rights in, participation in, be denied the

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

Section 12 - Assignment

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

Section 13 - Notices

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Roseau County

Janice Anderson, Jail Administrator
614 5th Avenue SW
Roseau, MN 56751
Phone (218) 463-1421 E-mail janice.anderson@co.roseau.mn.us

GeoComm

Greg Murdock, Assistant Geographic Services Manager
601 West St. Germain Street, St. Cloud, MN 56301
Phone (320) 240-0040 Fax (320) 240-2389 E-mail gmurdock@geo-comm.com

Section 14 - Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 15 - Amendment

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

Section 16 - Ownership

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of GeoComm's proprietary software products, all products created and delivered under this agreement may be used, altered and distributed at the Customer's discretion.

Section 17 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

GeoComm will provide the following support services to Roseau County from September 1, 2012 through August 31, 2013.

Software Support Services

GeoComm recognizes the critical nature of the Telecommunication role and has skilled personnel available 24x7 to provide technical or user assistance. Support services shall be provided in an advisory capacity via telephone, fax, or e-mail for the software products listed below.

Regular Support Services provided under this Agreement covers calls concerning the Software that are made during regular business hours, which are 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, holidays excluded.

Emergency Support Services will be provided outside the regular business hours noted above. Emergency calls are those needing immediate attention that cannot be addressed during regular business hours. GeoComm defines these calls as:

- a) System alarms where Software does not process calls, or;
- b) System locks up repeatedly without ability to recover.

If the Customer calls the hotline outside regular business hours with non-emergency matters that could be addressed during regular business hours, the Customer agrees to pay for such calls at the rate of \$95 per hour (minimum 1 hour), which fees shall be payable in addition to the annual fee described in the Support Fees section of this Agreement.

Software Description	# of Licenses	Cost
GeoLynx Dispatch Mapping Software	1 license	\$2,000.00

Remote Connection Services

This Agreement shall also include remote connection to the Software for troubleshooting and map updates by GeoComm Technical Support Analysts.

The standard and preferred method for connection is GoToAssist over the internet. GoToAssist sessions are protected by end-to-end, government-approved, 128-bit Advanced Encryption Standard (AES) encryption, as well as SSL encryption of point-to-point connections.

GeoComm’s response time commitment is depicted in the following table:

Priority	Description	Response Time
Critical Impact – Service Not Available	Service is unavailable or halted Data is unavailable or nonfunctional Service productivity or functionality is severely compromised There is a complete loss of service for all End Users and there is no ability to avoid or reduce the incident via a workaround	Less than two clock hours 24 x 7

Priority	Description	Response Time
Major Impact – Severely Impaired	Service performance/functionality for all End users is seriously impaired or degraded Data accuracy is seriously impaired There is no ability to avoid or reduce the effect of the incident via a workaround	Less than four clock hours 24 x 7
Minor Impact – Minimal Degraded Performance or Functionality; Single User Issues	Service has encountered a non-critical issue with minimal loss of performance/functionality Data accuracy is minimally degraded May be identified as a functional defect Complete stoppage of a single End User A partial loss of service for a End User and there is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 16 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
Low Impact – Single User Application Issue	Service is unavailable or degraded (not a complete work stoppage) for a Single End User There is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 24 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
No Impact	Password resets Requests for access rights File restores Issues of similar importance	Less than 48 business Hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time

Additional GeoComm remote connection capabilities include:

- PCAnywhere
- Remote Desktop
- Microsoft VPN
- Cisco VPN

Software Support Exclusions

This Agreement does not include:

- a) Calls for service related to hardware problems
- b) Customized programming
- c) Issues related to other vendors
- d) Re-installation of software due to Customer upgrade of hardware or relocation of facilities
- e) GeoComm shall have no responsibility for the provision of, or payment for, on-site services provided to the Customer by a third party, unless such is specifically agreed to in advance by GeoComm and the Customer.

GeoComm's Software Support obligations hereunder shall not extend to, and expressly exclude, any malfunction, damage, or other matter arising out of or resulting from:

- a) The operation, malfunction, or interfacing with any system, equipment, or network provided or installed by any entity other than GeoComm
- b) Misuse or abuse of the software and systems by operators thereof or by any other third parties not under the control or employ of GeoComm;
- c) Consumable supplies
- d) Acts of God, including, without limitation; lightning strikes and severe weather
- e) The reinstallation, tampering, or other modifications of the Software and systems installed by GeoComm by operators of or by any other third parties not under the control or employ of GeoComm

GIS Data Maintenance Services

For the GeoLynx software to operate with the critical accuracy required in public safety dispatching, it is imperative that the GIS data that resides in the software is kept current.

GeoComm will provide the following GIS data maintenance services to Roseau County:

Digital Map Updates

- Update the municipal/township boundaries when there are annexations, based on hard copy maps provided to GeoComm
- Update the roads (located in the rural areas and municipalities) with any additions/corrections, based on hard copy maps provided to GeoComm
- Update the ESZ, based on hard copy maps provided to GeoComm
- Make any water layer corrections, based on hard copy maps provided to GeoComm
- Make any park layer changes based on any hard copy maps provided to GeoComm
- Plot out large map (no larger than 36" x 36") showing: boundaries, roads, 5 mile label layer, water, water labels, section lines, and section numbers (maximum of 2 per year)
- Plot out large map (no larger than 36" x 36") showing the current ESZ when ESZs changes (maximum of 2 per year)
- Plot out large map (no larger than 36" x 36") showing the current ESZ for the data provider when ESZs change (maximum of 2 per year)
- Translate map files to shape format/change map projection if necessary

Wireless Map Updates

GeoComm will update the cellular coverage layer and cellular tower based on hard copy or digital resources provided by the Customer for plotting wireless 9-1-1 calls. As needed, GeoComm will:

- Add new sector or omni coverages
- Attribute new sector or omni coverages with unique ID, sector ID, sector number, wireless company name, and radius
- Update sector or omni coverage attributes with current wireless information
- Change omni coverages to sectors
- Change sector orientation of cellular coverages
- Change sector or omni coverage radius
- Add new tower locations

The following essential resources must be provided by the Customer when updates to the cell_I layer are requested to ensure a complete and accurate cell_I layer:

- Coverage maps from each wireless provider
- Call logs from the GeoLynx dispatch mapping software (location of these files is typically C:\Program Files\GeoComm\GeoLynx\log)
- Wireless routing sheets from each wireless provider

Wireless routing sheets obtained by the Customer from the wireless providers must include:

- Latitude/Longitude coordinates of the tower
- Coverage Type: Omni or Sectorized. If the tower is sectorized provide Azimuth/Orientation and Sector Bandwidth
- Unique ID
- Sector ID
- Sector Number
- Wireless Company Name
- Radius

In addition, GeoComm will also complete in depth quality assurance/quality control (QA/QC) procedures to ensure the accurate plotting of wireless Phase I 9-1-1 calls to the appropriate cellular sectors or omni coverages. Included in the QA/QC procedures, GeoComm will obtain the call logs and review wireless Phase I call information for unique ID accuracy in the wireless layers. This will take place periodically throughout the maintenance contract, dependent on the amount of wireless Phase I calls.

MSAG and 9-1-1 Database

GeoComm will update the MSAG and 9-1-1 database based on hard copy or digital resources provided by the Customer. As needed, GeoComm will:

- Update the MSAG when new roads are added, ESZs are changed, and/or roads are extended
- Provide deletions to the MSAG, when necessary
- Review any MSAG problems, as provided by the database provider (overlaps with other MSAG entries)
- Provide technical assistance with MSAG discrepancies
- Geocode the MSAG to the map data and provide a findings report
- Work with the Customer on fallout from the geocoding process to ensure the map data and MSAG are current
- Request new ESNs from the database provider when new ESZs are created
- Assist in the resolution of telephone records with missing addresses
- Devise strategies of ensuring the ongoing 96 percent accuracy of the counties 9-1-1 database
- Make necessary phone calls to residents to ensure the ongoing 96 percent accuracy of the counties 9-1-1 database
- Provide assistance with telephone records that do not match the MSAG
- Contact municipalities when residents within an incorporated community do not have MSAG-valid addresses
- Send telephone record updates to the telephone companies

Synchronization of the Customer's MSAG, 9-1-1 database, and map data is crucial in a 9-1-1 environment. In addition to providing ongoing updates to the MSAG and 9-1-1 database, GeoComm will complete periodic reviews of these three elements to ensure a high synchronization rate. Updates will be made to the MSAG and 9-1-1 database based on these reviews. If clarification is needed, GeoComm will work closely with Customer to ensure accurate updates are made.

Address Updates

GeoComm will update the address point layer based on resources provided by the Customer. As needed, GeoComm will:

- Update the address point layer with any additions, deletions, and/or corrections. The Customer must provide accurate location information or latitude and longitude for the approximate placement of the address point.
- Update address points with attribute information.
- Address added points and provide the new address within 72 hours to the Customer contact.
- Provide technical advice via telephone and fax in regards to unique addressing situations.

Total Cost for GIS Data Maintenance Services: \$6,000.00

GeoComm Data Distribution Policies

- All data distributed from GeoComm will **only be sent to our primary customer** contact.
 - o CD or emailed zip file
 - o Primary contact does not include other jurisdiction departments, i.e. assessors, engineering, school board, etc.
- For third party requests there is a fee for services. See Client Services Managers
- Any data that is requested by a third party must be pre-paid.
 - o This data will only be sent to the primary customer to distribute
- Any data sent will include correspondence (letter) explaining:
 - o What data is included
 - o Who requested
 - o When it was requested
 - o Waiver of responsibility of use.
- Data distribution must be approved at the GeoComm management level
- Web Portal data
 - o Data that is place on customer web portals is available for download to all that have access to the site.
 - o User names and passwords are created by the GeoComm IT staff. The primary customer contact is responsible for providing GeoComm with a list of personnel that should be granted access.
 - Must include full name, title, email address.

ITEM # Consent 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Nelson, Gracia ▼	Emergency Management ▼	Sep ▼ 25 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Request resolution to accept 2012 Emergency Management Grant

***Background (Provide sufficient detail of the subject):**
 Request resolution from the County Board to accept the 2012 Homeland Security and Emergency Management Grant in the amount of \$16,074.00. Grant is to reimburse a portion of full time emergency management director wages and benefits.

***Financial Consideration:**
 \$0.00

***Legal Consideration:**
 0

***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



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St Paul, Minnesota 55101	Grant Program: Emergency Management Performance Grant 2012 Grant Agreement No.: A-EMPG-2012-ROSEAUCO-00072
Grantee: Roseau County 606 5th Ave. SW Roseau, Minnesota 56751	Grant Agreement Term: Effective Date: 1/1/2012 Expiration Date: 12/31/2012
Grantee’s Authorized Representative: Gracia Nelson, Homeland Security & Emergency Management Director 606 5th Ave. SW Roseau, Minnesota 56751 Phone: (218) 463-3375 Email: gracia_n@yahoo.com	Grant Agreement Amount: Original Agreement \$16,074.00 Matching Requirement \$16,074.00
State’s Authorized Representative: Ann Kuzj, Grants Specialist Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St Paul, Minnesota 55101 Phone:651-201-7422 Email: Ann.Kuzj@state.mn.us	Federal Funding: CFDA 97.042 State Funding: None Special Conditions: None

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

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

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Emergency Management Performance Grant 2012 Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 223, St Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2012 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

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

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



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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-EMPG-2012-ROSEAUCO-00072 / PO # 3000014000

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Emergency Management Performance Grant 2012

EXHIBIT A

Organization: Roseau County

A-EMPG-2012-ROSEAU-00072

Budget Summary

EMPG: 2012 EMPG		
Budget Category	Award	Match
Planning		
Wages and benefits for full time emergency manager.	\$16,074.00	\$16,074.00
Total	\$16,074.00	\$16,074.00
Total	\$16,074.00	\$16,074.00
Allocation	\$16,074.00	\$16,074.00
Balance	\$0.00	\$0.00

ITEM # Consent 4
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Gust, Steve ▼	Sheriff ▼	Sep ▼	25 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 2011 Stonegarden Grant

***Background (Provide sufficient detail of the subject):**
 The contract allows for half of the grant to be used for wages, and the other half to be used for equipment purchases. Effective dates for this grant cycle are July 1, 2012 - August 31, 2014.

***Financial Consideration:**
 Grant for the amount of \$67,145.00

***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

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol
and Gambling
Enforcement

Bureau of Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Homeland Security and Emergency Management

445 Minnesota Street, Suite 223 • Saint Paul, Minnesota 55101-6223

Phone: 651.201.7400 • Fax: 651.296.0459

<https://hsem.dps.mn.gov>

September 18, 2012

Tobi Eidsmoe, Captain
Roseau County Sheriff's Office
606 SW 5th Avenue
Roseau, MN 56751

Re: Grant # A-OSGP-2011-ROSEAUCP-00007
2011 Operation Stonegarden

Dear Captain Eidsmoe:

I am pleased to announce that Roseau County has been awarded a 2011 Operation Stonegarden grant for the amount of \$67,145.

Enclosed are three copies of the grant agreement. Please have the authorized official of your agency with the legal authority to sign grant agreement sign each of the copies on page 2 and return them to me at Homeland Security & Emergency Management, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101.

If you have any questions, please contact me by phone at 651-201-7420, or by e-mail at kammy.huneke@state.mn.us.

Sincerely,

A handwritten signature in cursive script that reads "Kammy Huneke".

Kammy Huneke
Grants Specialist

Enclosure

PLEASE READ - IMPORTANT SIGNATURE REQUIREMENTS

Legal authority for signing contracts for cities and counties is identified in statute. If not signed by the office/official(s) identified in statute, the authority may be delegated by resolution from the city council or county board. If a resolution delegates to more than one person and if the word "and" is used between the names, then all named individuals must sign. If a resolution uses the word "or" between the names, then either individual may sign the contract.

Statutory Cities: MS. 412.201 Execution of instruments

"Every contract, conveyance, license or other written instrument shall be executed on behalf of the city by the mayor and clerk, with the corporate seal affixed, and only pursuant to authority from the council."

<https://www.revisor.leg.state.mn.us/statutes/?id=412.201>

Home Rule Charter Cities: MS 410. Minneapolis, St. Paul and Duluth are the three Home Rule Charter Cities, sometimes referred to as "Cities of the First Class". All three cities pass resolutions that name an office/official(s) as authorized to sign a contract.

County Board: MS. 375.13 Chair

"The county board, at its first session in each year, shall elect from its members a chair and a vice-chair. The chair shall preside at its meetings and sign all documents requiring signature on its behalf. The chair's signature, attested by the clerk of the county board, shall be binding as the signature of the board. In case of the absence or incapacity of the chair, the vice-chair shall perform the chair's duties. If the chair or the vice-chair are absent from any meeting, all documents requiring the signature of the board shall be signed by a majority of it and attested by the clerk."

<https://www.revisor.leg.state.mn.us/statutes/?id=375.13>



Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management 445 Minnesota Street, Suite 223 St. Paul, MN 55101-6223	Grant Program: Operation Stonegarden 2011 Grant Agreement No.: A-OSGP-2011-ROSEAU-00007
Grantee: Roseau County 606 SW 5 th Avenue Roseau, MN 56751	Grant Agreement Term: Effective Date: 7/1/2012 Expiration Date: 8/31/2014
Grantee's Authorized Representative: Steve Gust, Sheriff Roseau County Sheriff's Office 604 5 th Avenue SW Roseau, MN 56751 Phone: (218)463-1421 Email: steve.gust@co.roseau.mn.us	Grant Agreement Amount: Original Agreement \$67,145.00 Matching Requirement \$ 0.00
State's Authorized Representative: Kammy Huneke, Grants Specialist Homeland Security & Emergency Management 445 Minnesota Street Suite 223 St Paul, Minnesota 55101 Phone: (651) 201-7420 Email: kammy.huneke@state.mn.us	Federal Funding: CFDA 97.067 State Funding: None Special Conditions: None

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

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

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Operation Stonegarden 2011 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101-6223. The Grantee shall also comply with all requirements referenced in the Operation Stonegarden 2011 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<http://app.dps.mn.gov/Egrants>), which are incorporated by reference into this grant agreement.

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

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



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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No. A-OSGP-2011-ROSEAUCO-00007
Purchase Order No. 3-12529

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: [Signature]

Title: Sheriff

Date: Sep 19, 2012

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Operation Stonegarden: Operation Stonegarden		
Budget Category	Award	Match
Operational Overtime		
Operational Overtime	\$28,840.00	\$0.00
Total	\$28,840.00	\$0.00
Fringe Benefits		
Fringe Benefits	\$4,309.00	\$0.00
Total	\$4,309.00	\$0.00
Vehicle Maintenance		
Vehicle Maintenance	\$876.00	\$0.00
Total	\$876.00	\$0.00
New/Replacement Equipment		
Crossband 700 Repeaters (3)	\$13,500.00	\$0.00
Field Surveillance Unit	\$5,500.00	\$0.00
Watch Guard In-car Camera System (2)	\$11,000.00	\$0.00
Total	\$30,000.00	\$0.00
Fuel		
Fuel	\$3,120.00	\$0.00
Total	\$3,120.00	\$0.00
Total	\$67,145.00	\$0.00
Allocation	\$67,145.00	\$0.00
Balance	\$0.00	\$0.00

ITEM # Consent 5
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Ketring, Brian ▼	Engineer ▼	Sep ▼	25 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Approve final payment to Holthusen Construction, Inc.

***Background (Provide sufficient detail of the subject):**
 Final Payment for DR 1830, PW 1850, JD 63 for \$12,410.55.

***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 # Treasurer
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Gregerson, Diane ▼	County Treasurer ▼	Sep ▼	25 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Unclaimed Property

***Background (Provide sufficient detail of the subject):**
 Roseau County outstanding warrant checks issued 3 years prior to June 30, 2012 to be remitted to MN Department of Commerce.

***Financial Consideration:**
 None

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**
 WHEREAS, Minnesota Statutes 345.31-345.60(MN Uniform Disposition of Unclaimed Property Act) requires counties to remit unclaimed property to the State of MN. NOW, THEREFORE, BE IT RESOLVED, that Roseau County Treasurer, Diane M. Gregerson, be and is hereby authorized to remit fifteen unclaimed warrants to the State of MN Department of Commerce Unclaimed Property Section in the total amount of \$162.18. (Attach List)

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 Treasurer

Date: September 25, 2012

To: Roseau County Board of Commissioners, Russell Walker, Chairman

From: Diane M. Gregerson, Roseau County Treasurer

RE: Roseau County Unclaimed Property

Due to the Minnesota Uniform Disposition of Unclaimed Property Act (Minnesota Status 345.31 - 345.60), the following Roseau County warrants will be remitted to the State of Minnesota - Department of Commerce - Unclaimed Property Section:

<u>No.</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>
4734	November 25, 2008	\$49.11	Real Advantage LLC
4800	March 2, 2009	\$10.00	Tom Nieminen
108926	April 30, 2009	\$ 7.28	Bryon Berger
108940	April 30, 2009	\$36.40	James Jesme
108946	April 30, 2009	\$36.40	Kim Murphy
108954	April 30, 2009	\$ 7.28	Shelly Suronen
6235	August 12, 2008	\$ 1.12	Dennis L. Thibodeau
6250	September 8, 2008	\$ 1.00	Cindy Novak
6257	September 5, 2008	\$ 5.00	Ryan R. Cwikla
6338	December 2, 2008	\$ 1.32	Cari J. Dale Hoffman
6343	December 12, 2008	\$ 1.36	Michael R. Wentz
6347	December 17, 2008	\$ 2.43	Phakob M. Nguamsanith
6350	December 17, 2008	\$ 1.20	Samantha Nichols
6355	December 17, 2008	\$ 1.16	Kham Vorachak
6362	December 30, 2008	\$ 1.12	Michael D. Lein
Total		\$162.18	

ITEM # County Attorney
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Foss, Karen ▼	Attorney ▼	Sep ▼ 25 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Request for Board to approve and support action of Hennepin County Fannie Mae and Freddy Mac Lawsuit

***Background (Provide sufficient detail of the subject):**
 See attached documents

***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

(See attached file: MN COUNTIES V. FANNIE MAE AND FREDDIE MAC.pdf)

Friends, Set forth above is a two page explanation of the federal court class action I filed two weeks ago on behalf of all 87 Minnesota counties.

I explained to our sisters and brothers at the retreat at Ruttgers, that I felt I had to file this quickly both to toll the statue of limitations and to ensure that no private plaintiff attempted to step into our shoes. I feel confident about this suit and we will be in attendance at the multi-district litigation meeting in New York on September 20.

My terms for representing this class of which your county is already a class member and Hennepin is the class named plaintiff, is that I will up-front all out of pocket expenses and my office and me will do all the legal work. If we loose, and I don't plan on loosing, then I will absorb all the out of pocket costs and attorney time. If we win, I will ask each county to pay its proportional share of the out of pocket costs and attorney fees up to but not to exceed 10% of the recovery. That is the maximum of what I will ask the Judge to award and obviously the court may order less.

I feel strongly that public lawyers ought to do the publics work and I am thrilled by the stated support of a number of you.

To be fully prepared for New York, could you reply to this note by stating, if you so choose , that you support this effort with this office as class counsel. A simple "we are with you" suffices. I stated ready to try to answer any of your questions. Mike

Michael O. Freeman
Hennepin County Attorney
300 South Sixth Street
C-2000 Government Center
Minneapolis, MN 55487
612-348-5540

612-348-9712 (FAX)Disclaimer: Information in this message or an attachment may be government data and thereby subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, may be subject to attorney-client or work product privilege, may be confidential, privileged, proprietary, or otherwise protected, and the unauthorized review, copying, retransmission, or other use or disclosure of the information is strictly prohibited. If you are not the intended recipient of this message, please immediately notify the sender of the transmission error and then promptly delete this message from your computer system.



OFFICE OF THE HENNEPIN COUNTY ATTORNEY

MICHAEL O. FREEMAN COUNTY ATTORNEY

Minnesota Counties v. Fannie Mae and Freddie Mac

The Lawsuit

On August 24, 2012 Hennepin County filed a federal court class action lawsuit against Fannie Mae and Freddie Mac on behalf of all Minnesota counties to recover deed transfer taxes these entities owe for real estate they've sold over the last six and one half years. Fannie Mae and Freddie Mac claim that they are exempt from having to pay this tax – a tax that every private seller is required to pay in order to transfer title to real property. *See* Minn. Stat. § 287.21. For most transactions, the tax is .0033 of the sale price. Counties are required to remit 97% of the funds to the State of Minnesota and retain the remaining 3% for themselves. *See* Minn. Stat. §§ 287.25; 287.08; 287.29.

The Legal Issue

This is a straightforward case with virtually no factual issues and a very narrow legal issue: Are Fannie Mae and Freddie Mac exempt from Minnesota's deed transfer tax? There are two possible sources for their claimed exemption: (1) the federal legislation enabling the two entities; or (2) Minnesota law, which exempts agencies or instrumentalities of the United States Government from the tax. There are very strong arguments that Fannie Mae and Freddie Mac are not exempt under either theory.

First, a recent ruling from Federal District Court for the Eastern District of Michigan held that federal law does *not* exempt Fannie Mae and Freddie Mac from state deed transfer taxes. *See Oakland County, et. al. v. Federal Housing Finance Agency, as Conservator, et. al.*, ---F.Supp.2d---, 2012 WL 1658789 (E.D. Mich. 2012). The Court relied primarily upon a United States Supreme Court decision which held that exemptions from "all taxes" apply only to "direct" taxes and do not apply to "excise" taxes. *See United States v. Wells Fargo Bank*, 485 U.S. 351, 355 (1988). Deed transfer taxes are considered "excise" taxes because they tax the act of conveying property and not the property itself.

Second, Fannie Mae and Freddie Mac are not federal agencies or instrumentalities of the federal government. While they were originally created as quasi-governmental entities, both Fannie Mae and Freddie Mac are publicly-traded, for-profit corporations. Thus, the State law exemption does not apply.

While the Michigan Court favors our position, courts in D.C. and Nevada have recently taken the opposite position. As a result of the Michigan litigation, counties in at least 10 other states have filed suit to recover unpaid deed transfer taxes. The United States Judicial Panel on Multidistrict Litigation is currently considering a motion to consolidate all of the cases, nationwide, for pretrial proceedings (called a "multidistrict litigation" case, or "MDL"). The panel is hearing arguments on this motion in New York on September 20 and I will be attending.

Hennepin County Should Represent the Counties

Private counsel have approached Hennepin County about representing us in this endeavor. We believe this is a very straightforward case and that we are well suited to represent ourselves and the other Minnesota counties. We also believe that by serving as class counsel we can save on attorneys' fees and ensure maximum possible recovery. Whether the case ends up in Federal District Court in Minnesota or elsewhere in the country as part of an MDL, we are prepared to see it through and advocate in the best interests of all Minnesota Counties.

Deed Transfer Tax Numbers in Minnesota (estimates)

Fannie Mae and Freddie Mac invest in loans. They do not originate mortgage loans in their names. Thus, these entities have never really been in the business of owning or selling homes (which might explain why their claim to be exempt from deed tax hasn't been challenged before – it wasn't being used very often). However, when foreclosure happens, the owner of a *loan* ends up becoming the owner of the *house*. Since approximately 2005 and continuing until today, foreclosure rates have risen to unprecedented levels in Minnesota and throughout the nation. For example, in 2005 there were approximately 6,500 foreclosures statewide. Between 2007 and 2011 the number of foreclosures has fluctuated in the range of 20,000 to 26,000 per year. As of July, 2012 the median price of a home in the State of Minnesota was approximately \$150,900 and in the Minneapolis-St. Paul metro area was \$170,000. The deed transfer tax on these sales prices would be \$497.97 and \$561.00, respectively.

Based on anecdotal and historical data we believe the Fannie Mae and Freddie Mac have acquired ownership – through foreclosure – of thousands of Minnesota properties since 2005. Most, of these properties were subsequently sold to new owners following the foreclosure. Thus, if the Defendants had sold 20,000 properties in the State of Minnesota since 2005 (a conservative estimate) they would owe approximately \$10 million in deed transfer taxes based on statewide average home prices, and approximately \$11.2 million based on the metro area average.

ITEM # Auditor
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Monsrud, Martie ▼	Auditor ▼	Sep ▼	25 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 2013 Unorganized Township Levy and Budget

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

***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 # Auditor 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Monsrud, Martie ▼	Auditor ▼	Sep ▼ 25 ▼ 2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
Tax Forfeited Property Clean-up

***Background (Provide sufficient detail of the subject):**
 I would like approval to initiate the clean-up process on the Lake Township tax forfeited parcel. Deputy Curt Hauger and myself visited the parcel on Thursday, Sept. 20 and found garbage in the woods, around building and in the house. Brian Ketring has verbally agreed to the use of his staff, dump truck and loading equipment to aid in the clean up. It has also been agreed that Sentence to Serve will be available to assist. Jeff Pelowski has also agreed to instruct the clean-up for environmental issues.

***Financial Consideration:**
 Unsure of the cost for the clean-up, but expense can be charged to the tax forfeited sale proceeds.

***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 # Cty Bd 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Swanson, Jack ▼	District 2 Commissioner ▼	Sep ▼	25 ▼	2012 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Radio (Narrow Band) Update

***Background (Provide sufficient detail of the subject):**
 Commissioner Swanson will review the attached information to update the Board on the mandated narrow band transition.

***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

----- Original Message -----

From: [Patrick A Novacek](mailto:Patrick.A.Novacek@wiktel.com)

To: GarageGuys@aol.com ; gracia.nelson@co.roseau.mn.us ; nswanson@wiktel.com

Sent: Friday, September 14, 2012 1:02 AM

Subject: Re: Narrow Band Mandate/Channel chart

Just a heads up the two frequencies not narrowbanded are page only and are the only two VHF PS frequencies that will continue to be wideband after the 1st of the year allowed by the FCC. (no need to add narrowband designator) a third frequency 163.250 is a PS EMS page only but the feds use it as a two-way and is then subject to narrowbanding by the 1st of the year.

I think we should also be running each county by state frequencies 155.475, 155.370, 155.340 and 154.295 then run the actual lic as you will pickup many fire and ems lic that needs to be updated. Also several weeks ago I sent the document to add the narrowband designator to each frequency to Mary I thought she would have sent it out but have not seen it. This was a step by step process to do it yourself..

We have City of Roseau all done, County and County Highway done, will be assisting Tri-County EMS and City of Warroad on all of thier lic. Roseau Has county wide Fire/EMS/LAW licenses for all common Public safety channels but there are some other licenses that are held by EMS in the county. Remember some cities have SCADA for lift stations and water systems that also need to be relicensed.

Last people need to know that even if they updated the emissions designator they need to watch the expire date on each lic as even when they send out the updated lic reflecting the designators it does not change the expire date and some will think it will change with the update and miss the renew deadlines.

Thanks

----- Original Message -----

From: GarageGuys@aol.com

To: gracia.nelson@co.roseau.mn.us ; patnovac@mncable.net ; nswanson@wiktel.com

Cc: Garageguys@aol.com

Sent: Thursday, September 13, 2012 11:38 PM

Subject: Narrow Band Mandate/Channel chart

Gracia, Pat and Jack,

One of my final assignments for the NWRRB is to provide assistance regarding meeting the narrowband mandate. Everyone should be aware of the deadline, so I won't go into great detail. There have been several recent articles in trade magazines indicating the deadline is etched in stone. There won't be extensions. Licenses not modified will go away. There may be enforcement action for violations.

Modifying a license is a simple process. Fees are minimal. This can be done in a variety of ways:

1. Update your license on the FCC web site (if you are familiar navigating the FCC web site)
2. Have your local radio vendor modify the licenses (for a fee)
3. Have APCO or a similar organization modify the license (for a fee)

Brian Zastoupil discovered a tool which searches FCC licenses and produces a report showing the call signs, frequencies and emission designators (band width) for each frequency. Brian took considerable time to identify the call signs for each RAC Member and ran a search on a County by County bases in July. He offered to forward the reports to members in a July 31 e-mail.

I don't know how many RAC Members requested this information. Based on the consequences of losing a license (and corresponding radio channels) that weren't modified, I thought I should send an additional reminder as the deadline approaches.

To simplify the process, I went through each report and extracted the frequency, call sign and emission designator information. The channels that are not narrow band are highlighted in yellow to make them easy to find. I am sending this information on a County by County basis to the RAC Member, RAC Alternate and RRB Member for each County. You guys look pretty good, there are only two frequencies that were not yet narrow banded,

The information for your County is attached.

There are a few disclaimers:

- The report was created in July and may not reflect recent license modifications
- Results are VHF/UHF only
- Public Safety radio service results only (PW or IG radio service designation)
- Search covers FRN's identified
- Search results may not be comprehensive (Due to possibility of obscure FRN's, Misspelling of Licensee's, typos, etc)
- The report results do not include business licenses or city government licenses. (EX Search for Roseau would cover **Roseau County**, not **Roseau, City of**)
- The report only covers narrowband/wideband licensing status, and does not reflect the configuration of the end user equipment
- There are some paging channels which can operate in wideband. Those channels were not redacted from this list.
- This was a quick, high level analysis. There is no guarantee all channels have been identified. Make sure to verify all licenses in your agency have been reviewed.

Let me know if I can get anything else for you,

Greg Anderson

COUNTY	FRN	CALL SIGN	ENTITY NAME	FREQUENCY ASSIGNED	NARROW WIDE	NARROW EMISSION	WIDE EMISSION	LOCATION TYPE CODE	STATION CLASS CODE	AREA OF OPERATION CODE
ROSEAU	0012403903	WQEE650	ROSEAU COUNTY HIC	158.9850	Narrowband (12.5 kHz)	11K0F3E	20K0F3E	M - Mobile	MO	24
ROSEAU	0012403903	WQEE650	ROSEAU COUNTY HIC	453.4250	Narrowband (12.5 kHz)	8K60F1D	Not Specified	T - Temporary	FBT	3
ROSEAU	0012403903	WQEE650	ROSEAU COUNTY HIC	453.4750	Narrowband (12.5 kHz)	8K60F1D	Not Specified	T - Temporary	FBT	3
ROSEAU	0012403903	WQEE650	ROSEAU COUNTY HIC	453.5250	Narrowband (12.5 kHz)	8K60F1D	Not Specified	T - Temporary	FBT	3
ROSEAU	0012403903	WQEE650	ROSEAU COUNTY HIC	453.5750	Narrowband (12.5 kHz)	8K60F1D	Not Specified	T - Temporary	FBT	3
Other	0002608552	WAX493	ROSEAU, COUNTY OF	154.7700	Narrowband (12.5 kHz)	11K0F3E,8K10F1D	20K0F3E	M - Mobile	MO	50
Other	0002608552	WAX493	ROSEAU, COUNTY OF	154.8900	Narrowband (12.5 kHz)	11K0F3E,8K10F1D	20K0F3E	M - Mobile	MO	50
Other	0002608552	WAX493	ROSEAU, COUNTY OF	155.4750	Narrowband (12.5 kHz)	11K0F3E,8K10F1D	20K0F3E	M - Mobile	MO	50
Other	0002608552	WAX493	ROSEAU, COUNTY OF	155.7000	Narrowband (12.5 kHz)	11K0F3E,8K10F1D	20K0F3E	M - Mobile	MO	50

LOCATION NUMBER	ANTENNA NUMBER	RADIO SERVICE CODE	LOCATION ADDRESS	LOCATION CITY	LOCATION COUNTY	LOCATION STATE	LICENSE STATUS	EXPIRATION DATE	LICENSEE POC	LICENSEE ADDRESS
7	1	PW	TH 11 3 MI E	ROOSEVELT	LAKE OF THE WOODS	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
1	1	PW	407 5TH AVE NW	ROSEAU	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
4	1	PW	606 5TH AV SW	ROSEAU	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
1	1	PW	407 5TH AVE NW	ROSEAU	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
4	1	PW	606 5TH AV SW	ROSEAU	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
1	2	PW	407 5TH AVE NW	ROSEAU	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
4	2	PW	606 5TH AV SW	ROSEAU	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
1	2	PW	407 5TH AVE NW	ROSEAU	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
4	2	PW	606 5TH AV SW	ROSEAU	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
1	2	PW	407 5TH AVE NW	ROSEAU	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
4	2	PW	606 5TH AV SW	ROSEAU	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
5	1	PW	STATE HWY 11 11.4 M	GREENBUSH	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
6	1	PW	560TH AV .75 MILES	WARROAD	ROSEAU	MN	A	11/06/2021	Not Specified	GRACIA NELSON 60
5	1	PW	STATE HIGHWAY 11,	GREENBUSH	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
6	1	PW	ON 560TH AVE. .75 M	WARROAD	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
7	2	PW	606 5TH AVE. SW	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
1	1	PW	CTY ENGINEERS OFC	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
7	2	PW	606 5TH AVE. SW	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
1	1	PW	CTY ENGINEERS OFC	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
2	1	PW	GREENBUSH HOSPITA	GREENBUSH	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
3	1	PW	WARROAD CARE CTR	WARROAD	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
5	1	PW	STATE HIGHWAY 11,	GREENBUSH	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
6	1	PW	ON 560TH AVE. .75 M	WARROAD	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
7	2	PW	606 5TH AVE. SW	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
5	1	PW	STATE HIGHWAY 11,	GREENBUSH	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
6	1	PW	ON 560TH AVE. .75 M	WARROAD	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
7	2	PW	606 5TH AVE. SW	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
7	2	PW	606 5TH AVE. SW	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
7	5	PW	606 5TH AVE. SW	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
7	1	PW	606 5TH AVE. SW	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
7	6	PW	606 5TH AVE. SW	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
7	4	PW	606 5TH AVE. SW	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
7	3	PW	606 5TH AVE. SW	ROSEAU	ROSEAU	MN	A	07/13/2014	Not Specified	GRACIA NELSON 60
1	1	PW	407 5TH AVE NW	ROSEAU	ROSEAU	MN	A	01/09/2016	Not Specified	TIM ERICKSON 407
Yes	A - KMRA around a F	4	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	07/13/2014
Yes	A - KMRA around a F	4	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	07/13/2014
Yes	A - KMRA around a F	4	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	07/13/2014
Yes	A - KMRA around a F	4	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	07/13/2014
Yes	A - KMRA around a F	4	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	07/13/2014
Yes	A - KMRA around a F	4	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	07/13/2014
Yes	A - KMRA around a F	4	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	07/13/2014
Yes	A - KMRA around a F	4	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	07/13/2014
Yes	A - KMRA around a F	4	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	07/13/2014
Yes	A - KMRA around a F	2	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	01/09/2016

LOCATION NUMBER	ANTENNA NUMBER	RADIO SERVICE CODE	LOCATION ADDRESS	LOCATION CITY	LOCATION COUNTY	LOCATION STATE	LICENSE STATUS	EXPIRATION DATE	LICENSEE POC	LICENSEE ADDRESS
Yes	A - KMRA around a F	2	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	01/09/2016
Yes	C - Countywide	3	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	01/09/2016
Yes	C - Countywide	3	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	01/09/2016
Yes	C - Countywide	3	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	01/09/2016
Yes	C - Countywide	3	1	PW	Not Specified	Not Specified	ROSEAU	MN	A	01/09/2016
Yes	O - Other - Narrative	3	1	PW	Not Specified	Not Specified	Other	MN	A	11/06/2021
Yes	O - Other - Narrative	3	1	PW	Not Specified	Not Specified	Other	MN	A	11/06/2021
Yes	O - Other - Narrative	3	1	PW	Not Specified	Not Specified	Other	MN	A	11/06/2021
Yes	O - Other - Narrative	3	1	PW	Not Specified	Not Specified	Other	MN	A	11/06/2021

LICENSEE PHONE	LICENSEE EMAIL	CONTACT LICENSEE POC	CONTACT LICENSEE ADDRESS	CONTACT LICENSEE PHONE	CONTACT LICENSEE EMAIL	POWER ERP	LATITUDE	LONGITUDE	LAT DEC	LONG DEC
Not Specified	TIM ERICKSON 407	Phone: 2184632063	terickson@co.roseau	Not Specified	Not Specified	Not Specified	Not Specified	75		
Not Specified	TIM ERICKSON 407	Phone: 2184632063	terickson@co.roseau	Not Specified	Not Specified	Not Specified	Not Specified	50		
Not Specified	TIM ERICKSON 407	Phone: 2184632063	terickson@co.roseau	Not Specified	Not Specified	Not Specified	Not Specified	50		
Not Specified	TIM ERICKSON 407	Phone: 2184632063	terickson@co.roseau	Not Specified	Not Specified	Not Specified	Not Specified	50		
Not Specified	TIM ERICKSON 407	Phone: 2184632063	terickson@co.roseau	Not Specified	Not Specified	Not Specified	Not Specified	50		
Not Specified	GRACIA NELSON 60	Phone: 2184633375	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	320		
Not Specified	GRACIA NELSON 60	Phone: 2184633375	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	320		
Not Specified	GRACIA NELSON 60	Phone: 2184633375	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	320		
Not Specified	GRACIA NELSON 60	Phone: 2184633375	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	320		

ITEM # Cty Board 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
<input type="text"/>	<input type="text"/>	Sep	25	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)

Date Received:	Comments:
<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
September 2012 Committee Report
Glenda A. Phillipe**

August 28 – County Board – Roseau

COW

August 29 – LDS Agency on Aging – TRF

Discussed Title III funds for SMT with director; budget for 2013; funding levels.

September 5 – Budgets – Roseau

COW (Sheriff; Courthouse Heads; Operations)

RBEG committee composition.

September 5 – Warroad School Board – Warroad

Information-gathering session. Four topics: finances, resources, change and referendum.

September 7 – Warroad Parks and Rec – Warroad

Legacy grant review with board members.

September 10 – Warroad City Council – Warroad

Public hearing Legacy grant proposal. Authorization for preliminary small business development grant application (Wynne); preliminary tax levy 4%; gave the NWRL an increase of 5.69% instead of requested 26%; approval to pay off airport loan, sewer refunding loan and sewer bond from USDA. Total payOff \$1,137,767 – total interest saved \$134,175.

September 10 – Warroad School Board – Warroad

Enrollment lowest since 1985 – 1,002 students; pleased with results from citizens' input regarding referendum; trying to cut \$500,000 from budget; student test scores presented; several hires.

September 11 – Roseau County Board – Roseau

COW

September 12 – Lake Township – Warroad

Interested in conveyance of 40 acres (tax forfeited) in Warroad Estates to township – may solve the public access issue/LOW; may purchase truck/auction 09/15/12; approved bidding \$10,600; still interested in county truck 10/2013.

September 17 – RCCoA – Roseau

Todd Beckel/LOW attended; FAR North Transit riders up 6.10% over 2011; 19,659/2012 – 18,469/2011 ytd; FAR North Personnel Policy needs update; Senior Medical Travel served 33 persons; volunteers drove 15,503 miles; SMT August nearly \$5,000 in red; VSO grants not renewing 2013; Roseau County allocates \$4,465.00 per year to SMT; LOW allocates \$38,000; SMT service policy needs update; need to contact legislators regarding eliminating need for bus drivers to take extensive mechanical test in order to drive.

September 18 – Social Services – Roseau

COW – Cindy Christopherson/LSS Senior Meals report on meal program.

September 18 – Highway Department – Roseau

COW – Lou Tasa presented proposed 2013 Mn/DOT District 2 construction program.

September 18 – RBEG – Roseau

Met with Wynne Consulting; discussed parameters.

September 25 – Warroad Community Education - Warroad

September 25 – Roseau County Board – Roseau

September 26 – Warroad Watershed – Warroad

September 27 – AMC Policy Meeting - Brainerd

JACK SWANSON COMMITTEE REPORTS

SEPTEMBER 10, 2012 - ROSEAU CITY COUNCIL; froze 2013 levy at current year amount, and approved next year's budget.

SEPTEMBER 12, 2012 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY; recognized Robert Foley, Jr and Joe Ulwelling for agreeing to serve on Roseau County RBEG loan committee

SEPTEMBER 17, 2012 - ROSEAU COUNTY COMMITTEE ON AGING; talked about bus purchase; adjusted compensation for Karla Sundahl (who's taken added responsibility during Steve Butler absence)

SEPTEMBER 18, 2012 - SOCIAL SERVICES BOARD; performance review of Director Dave Anderson

SEPTEMBER 18, 2012 - HIGHWAY COMMITTEE; heard from Lou Tasa (MnDOT) on 2013 road projects

SEPTEMBER 19, 2012 - LAW LIBRARY COMMITTEE

SEPTEMBER 19, 2012 - NORTHWEST MINNESOTA HOUSING AND REDEVELOPMENT AUTHORITY; annual meeting in Mentor

SEPTEMBER 20, 2012 - NORTHWEST REGIONAL RADIO BOARD; 2013 budget

SEPTEMBER 20, 2012 - ROSEAU SCHOOL BOARD; 2013 tax levy