



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

October 14, 2014

REGULAR COUNTY BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on October 14, 2014 at **9:00** a.m. in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

9:00 Call to Order

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

9:15 Delegations/Board Appointments/Public Comments*

1. Colleen Hoffman (Hoffman, Dale and Swenson) --- 2013 Audit Review

9:30 Consent Agenda

1. September 23, 2014 Board Proceedings
2. Two Rivers Watershed Appointment
3. Unclaimed Property
4. Advertisement for Hire - Recorder's Office
5. Minnesota Counties Computer Cooperative Joint Powers Agreement
6. Tax Forfeited Land Sale
7. Broadband Development Grant Support Letter
8. Northland Community and Technical College UAV Request
9. "Waters of the U.S." Congressional Letter
10. Federal PILT Letter of Support

9:45 Department Reports

1. Highway Department
 - a. Final Payment - S.P. 068-599-094 – Br. 68541
 - b. Clay Purchase Contract

10:00 BREAK

10:15 County Board Items

1. Commissioner Committee Reports

11:00 Unfinished Business

11:00 Adjourn

***Limited to five minutes**

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

District 1, Glenda Phillipe, Chair ** District 2, Jack Swanson, Vice-Chair ** District 3, Roger Falk
District 4, Todd Miller ** District 5, Mark Foldesi
An Equal Opportunity Employer

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

September 23, 2014

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, September 23, 2014.

CALL TO ORDER – ROLL CALL – ESTABLISHMENT OF A QUORUM

The meeting was called to order at 9:00 a.m. by Board Chair Glenda Phillipe. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, Mark Foldesi, Todd Miller, Glenda Phillipe and Jack Swanson.

APPROVAL OF AGENDA

A request for a Resolution to consider a new Liquor License was added to the Consent Agenda. A broadband discussion was added to County Board Items.

APPROVAL OF BILLS

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

Warrants Approved For Payment 9/11/2014

Vendor Name	Amount
CENTURYLINK	3,145.14
HARDWICK /BRIAN T PC	2,206.46
MN DEPT OF FINANCE -TREAS	2,776.50
ROSEAU CITY	11,678.42
8 Payments less than 2,000.00	3,564.55
Final Total:	23,371.07

Warrants Approved For Payment 9/18/2014

Vendor Name	Amount
5 Payments less than 2,000.00	730.18
Final Total:	730.18

Warrants Approved On 9/23/2014 For Payment 9/26/2014

Vendor Name	Amount
CDW GOVERNMENT INC	2,832.82
INGALLS/TERRY	5,625.00
JOHNSON OIL CO INC	4,205.76
LIFECARE MEDICAL CENTER	2,422.90
NORTHERN RESOURCES COOPERATIVE	4,514.17
RELIANCE TELEPHONE SYSTEMS	5,000.00
SEACHANGE	9,286.11
UND FORENSIC PATHOLOGY	2,000.00

43 Payments less than 2,000.00
Final Total:

12,681.76
48,568.52

In addition, the Board approved forthwith payments to Brian Kjos, in the amount of \$300.00, for mowing in Juneberry Township, and to Sanitation Products, Inc., in the amount of \$99,878.38, for the purchase of a truck/hooklift.

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Foldesi, seconded by Commissioner Miller and carried unanimously. The Board, by adoption of its Consent Agenda, approved the September 9, 2014 Regular Board Proceedings; approved an agreement with Clay County to provide a "Hosting Environment" for electronic document management, for a start-up cost of \$5,000.00 and an annual support charge of \$4,500.00, effective November 1, 2014 through December 31, 2015; and, approved a Resolution (2014-09-05) in support of an off-sale intoxicating liquor license for the Salol 1 Stop, LLC, effective September 30, 2014 through January 31, 2015.

DEPARTMENT REPORTS

Highway Department

Engineer Ketring requested the Board consider a State Transportation Fund (Bridge Bond) Resolution required to accept State grant funding. A motion was made by Commissioner Miller, seconded by Commissioner Falk and carried unanimously to adopt the following resolution:

2014-09-04

WHEREAS, Roseau County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of SP 068-617-007, Bridge No. 68J47; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$29,022.65 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Roseau County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.50, Subdivision 5, Clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge, but not required.

MnDOT Correspondence – CSAH 7

The Board reviewed a letter regarding CSAH 7 received from Minnesota Department of Transportation District Engineer Luane Tasa. The letter is as follows:

I am emailing you to address maintenance concerns on CSAH 7 that have been raised by several Roseau County residents.

As I understand, aggregate surfacing was placed on CSAH 7 this year around the end of June and early July. After it was placed, some large pieces of glass were found on the road which has some locals living on that route concerned as well as some who do not live along the road. I also understand that there were some smaller pieces of glass (< 1") found on the road that were in only a couple localized areas of the road. These pieces may have been left over from the aggregate pile that was produced in 1996.

Another county in our District currently utilizes crushed glass in some of their aggregates and are using it for shouldering material. It has not been a problem for them. On a research project in the 90's, crushed glass was incorporated into a class 5 material. On that project, it was noted that the crushed glass was smaller than ¾" and the edges were rounded so that a person could walk barefoot without getting a scratch. It is likely that these unusually large pieces of glass found on CSAH 7 were not processed through a crusher. There are other likely possibilities for glass pieces larger than 1" such as breakage from bottles being thrown from a vehicle, or a bottle on the road being driven over and crushed, or bottles used as targets in the pit.

I drove over CSAH 7 on September 2nd and did notice some smaller pieces of glass (<1") at the west and east ends of the road. I did not notice any glass in the remainder of the road. It appeared to be in good condition. County personnel have been out on CSAH 7 in various locations between the east and west ends. They sent me pictures showing a few small pieces of glass less than 1" in only 2 locations and none in 4 others.

It is my opinion that CSAH 7 is being maintained in a safe and reasonable manner at this time. I do not have any concern with the minor amount of small glass pieces that have been processed through a crusher and are in the aggregate surfacing on CSAH 7. If you have any questions, please call or email me.

Commissioner Foldesi stated that he had filed a complaint of damage to CSAH 7 with law enforcement. Commissioner Foldesi requested an update from Sheriff Gust. Commissioner Miller questioned whether or not an Incident Command Report (ICR) was filed, and, what if any follow-up has occurred. Sheriff Gust was not available for comment. Captain Tobi Eidsmoe met with the Board and noted that he will relay the request for an ICR to Sheriff Gust. A motion to review the ICR pertaining to a report of damage to CSAH 7, called in to Law Enforcement on September 12, 2014, was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously.

COMMITTEE REPORTS

Insurance Committee Chair Gwynne Roadfelt met with the Board to review the 2015 employee insurance options. A motion was made by Commissioner Miller, seconded by Commissioner Phillippe and carried unanimously to adopt the following Resolution:

2014-09-06

BE IT RESOLVED that the Roseau County Board does hereby approve the following employee benefits plans for 2015:

HEALTH INSURANCE

Insurance Pool minimum/maximums are reviewed and voted on annually by the Northwest Service Cooperative CCOGA Advisory Council. For **2015**, the Advisory Council selected the range of a minimum premium increase of 0%, and a maximum premium increase of 7.5% for pool members. Blue Cross Blue Shield (BCBS) of Minnesota calculated a 7.5% INCREASE for Roseau County's group for 2015. The impact of the 7.5% premium increase is listed below.

(Note: Our actual calculated change in rate would have been 8.7% if we were not part of the insurance pool. The 2014 Health Insurance Increase for Roseau County medical plans was 29%.)

		<u>2014</u>	<u>2015</u>	<u>Increase Per Month</u>
\$2,250 Deductible VEBA:	Single	\$ 467.50	\$ 502.50	+\$ 35.00
	Family	\$1,099.00	\$1,181.50	+\$ 82.50
\$5,000 Deductible HSA/VEBA:	Single	\$ 391.00	\$ 420.50	+\$ 29.50
	Family	\$ 918.00	\$ 987.00	+\$ 69.00
\$6,350 Deductible HSA/VEBA:	Single	\$ 372.00	\$ 400.00	+\$ 28.00
	Family	\$ 873.00	\$ 938.50	+\$ 65.50

Per Board action on October 8, 2013, the **2014** employer premium contributions were set as follows: **\$2,250 deductible VEBA plan**, \$317.76 per month toward a single plan, and \$764.50 per month toward a family plan; **\$5,000 deductible HSA/VEBA plan**, \$308.76 per month toward a single plan, and \$742.75 per month toward a family plan; and **\$6,350 deductible HSA/VEBA plan**, \$334.80 per month toward a single plan, and \$785.70 per month toward a family plan.

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.

The Board also approved (on October 8, 2013), fixed percentage health insurance premium cost shares for the years 2015 and 2016 as follows:

\$2,250 Deductible VEBA Plan: The County will pay 75% of the premium, and participating employees will pay 25%.

\$5,000 Deductible HSA/VEBA Plan: The County will pay 85% of the premium, and participating employees will pay 15%.

\$6,350 Deductible HSA/VEBA Plan: The County will pay 90% of the premium, and participating employees will pay 10%.

Roseau County currently carries **34** active single contracts (13 - *\$2,250 deductible plan*, 10 - *\$5,000 deductible plan*, 11 - *\$6,350 deductible plan*); **64** active family contracts (22 - *\$2,250 deductible plan*, 12 - *\$5,000 deductible plan*, and 30 - *\$6,350 deductible plan*); and **6** COBRA contracts (4 retiree single, 1 retiree family, and 1 non-retiree single). 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.

In 2015, the \$6,350 Deductible HSA/VEBA Plan will no longer be Medicare Creditable, so Medicare eligible members currently participating in that plan will need to change their coverage to either the \$2,250 or \$5,000 deductible plan; otherwise, they will need to purchase Medicare Parts B and D.

The Insurance Committee recommends that the County continue to offer the \$2,250/\$4,500 deductible BCBS VEBA Health Plan, the \$5,000/\$10,000 deductible BCBS VEBA/HSA plan, and the \$6,350/\$12,700 VEBA/HSA plan in 2015.

SELECT ACCOUNT – (Flex, VEBA, and HSA Account Administration)

Select Account's administration will remain \$2.11 per participant, per month, (*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 administration fees. The annual cost of administering employees' flex, VEBA, and HSA accounts for 2015 is estimated to be \$ 2,698.

125 FLEX MEDICAL AND DEPENDENT CARE PLANS:

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

The Insurance Committee recommends that we continue with the same Flex Plan design:

- The 2015 plan year **maximum medical flex contribution is \$2,500** (*amount set by the IRS*).
- The plan year **maximum dependent care flex contribution is \$5,000**, (*amount set by the IRS*).
- **Medical Crossover**
- **Debit Cards** are available to employees who opt out of crossover. (*Note: For 2015, Select Account requires that 90% of account holders have Medical Crossover or a Debit Card.*)
- **Direct Deposit (ACH)** (**New Requirement**: In 2015, 60% of our members must be signed up for direct deposit; in 2016, 70% must be signed up for direct deposit; and in 2017, 90% must be signed up for direct deposit or a higher administration fee will be applied.)
- We **do not allow a "grace period"** to incur claims for reimbursement from the previous year's medical flex dollars. (*We cannot have a "grace period" with a rollover option.*)
- We do currently offer a **"run out" period of three months** to submit expenses and recommend that the "run out" period be continued.
- **Rollover Option** (*Our plan was amended last December to offer a rollover of up to \$500 for the years 2014 and 2015.*)

LIFE INSURANCE

Prudential: Rates for **Basic Life, Dependent Life, AD&D, and Optional Life coverage will all remain unchanged for 2015**. 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 for 2015 remains at \$3.62 per month, 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 (PERA 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 voluntary and 100% employee sponsored.

LONG TERM DISABILITY INSURANCE*

Hartford Long Term Disability rates will remain unchanged for 2015. Long Term Disability is voluntary and 100% employee sponsored. **The Insurance Committee recommends continuing with Hartford for Long Term Disability Insurance coverage.**

DENTAL INSURANCE*

Dearborn National Dental insurance rates will remain unchanged for 2015. Dental Insurance is voluntary and 100% employee sponsored. **The Insurance Committee recommends continuing with *Dearborn National* for Dental Insurance coverage for 2015.**

SHORT TERM DISABILITY INSURANCE*

Dearborn National Short-Term Disability insurance rates will remain unchanged for 2015. Short Term Disability is voluntary and 100% employee sponsored. **The Insurance Committee recommends continuing with *Dearborn National* for Short-Term Disability Insurance coverage for 2015.**

LONG TERM CARE INSURANCE*

Long Term Care Insurance is offered to employees and is 100% employee sponsored. Coverage is provided by CNA through the Minnesota Long Term Care Partnership Program. *(Note: Participants in the Long Term Care Plan are direct billed.)* **The Insurance Committee recommends continuing the Long Term Care coverage offering.**

VISION INSURANCE*

Last year, we received a two-year rate guarantee, so premium rates remain unchanged for 2015. Eye Care coverage is offered to employees through the *Ameritas Group*. The plan includes a Low Option that can be used at any vision clinic, but the employee must submit claims on their own; and a High Option where the greatest benefit applies if you go to an in-network VSP provider. It is voluntary and 100% employee sponsored. **The Insurance Committee recommends continuing with the Ameritas vision insurance plan for 2015.**

****No County dollars are involved.***

AFLAC*

Aflac coverage is voluntary and 100% employee sponsored. Aflac plans offered are: Accident, Cancer, Critical Care & Recovery, Personal Sickness, and Hospital Indemnity. **The Insurance Committee recommends continuing the current coverage offering through AFLAC for 2015.**

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. **The Insurance Committee recommends continuing with the deferred compensation plan offerings for 2015.**

****No County dollars are involved.***

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 membership cost is \$365.00. The newsletter is provided to us as a member of WELCOA. (The WELCOA newsletter is the least expensive newsletter available.) **The Insurance Committee recommends continuing to provide the WELCOA newsletter to employees for 2015.**

WELLNESS INITIATIVE

Incentive: The NW Service funds that have been used for the past three years for the Pilot Wellness Incentive program have been depleted. There will be no Wellness Incentive Funds available for 2015. The NW Service Cooperative Wellness Incentive Program is on hold until adequate Reserve Funds are available.

The Wellness Committee will be sponsoring a Mini Health Fair to be held on October 15, 2014 at the Roseau City Center. Flu shots and biometric screenings will be available for all County employees, at no charge.

DEADLINE DATES

Blue Cross Blue Shield requires our plan renewal confirmation no later than October 1, 2014, in order for Blue Cross Blue Shield to prepare our Summary of Benefits and Coverage in time for benefits open enrollment (BCBS requires 30 days). A requirement of the Affordable Care Act is that we must distribute a *Summary of Benefits and Coverage* to employees at the start of open enrollment, which we project to run from November 3rd to November 18th.

COUNTY BOARD ITEMS

The Board reviewed the 2015 Levy/Budget information provided by Auditor Monsrud. A motion was made by Commissioner Foldesi, seconded by Commissioner Miller and carried unanimously to adopt the following resolution:

2014-09-03

WHEREAS, the Roseau County Board of Commissioners has reviewed and considered budgets for the Unorganized Townships located in Commissioner District No. 3, 4, and 5, and;

WHEREAS, the Roseau County Board of Commissioners deems it necessary that the following amounts be levied on all taxable property in specified Unorganized Townships in Roseau County;

NOW, THEREFORE, BE IT RESOLVED that the year 2015 Unorganized Township budgets are hereby approved and the following amounts shall be levied upon all taxable property in Unorganized Townships in Roseau County for the year 2015:

Township	Range		
161	36	Clear River	\$ 6,000
161	37	America	\$ 3,000
162	44	Juneberry	\$ 4,250
163	38	Norland	\$12,000
163	39	Spruce Valley	\$ 8,000
163	40	Jadis	\$ 700
163	43		\$ 125
163	44	Blooming Valley	\$ 1,500
164	38	Norland (north)	\$ 50
164	39	Spruce Valley (north)	\$ 200
164	40		\$ 700
164	44	Blooming Valley (north)	\$ 500

A copy of 2015 Unorganized Township budgets are on file in the County Auditor's office.

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

2014-09-01

BE IT RESOLVED, that the payable 2015 Preliminary 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	473,800
Total	\$6,597,453

(Note: This reflects a 0% levy increase)

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

2014-09-02

BE IT RESOLVED, that the 2015 Preliminary Budget - incorporating the 2015 Preliminary Levy - is hereby approved, as follows:

Fund	Revenues	Expenditures	Net Budget
Revenue	\$6,049,918	\$6,212,012	-\$162,094
Road & Bridge	8,797,932	8,949,458	-151,526
Welfare	3,721,854	3,828,685	-106,831
Debt Service	484,712	446,274	38,438
Tax Supported Funds - Total	\$19,054,416	\$19,436,429	-\$382,013
 Environmental	 \$1,109,002	 \$1,136,882	 -\$27,880
Total - All Funds	\$20,163,418	\$20,573,311	-\$409,893

Budget Hearing Date

A motion to set the 2015 Budget Hearing for December 2, 2014 beginning at 6:00 p.m., was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

Broadband Discussion

Commissioners Swanson informed the Board that DEED will be accepting applications for the Border-to-Border Broadband grant in the near future. Once this announcement is made there will be a 30-day time limit to prepare the application and supporting documentation. Commissioner Swanson suggested Commissioners request letters of support from their constituency to include in the grant application packet that Wikstrom Telephone Company and Sjoberg Cable TV and Internet will submit to DEED. A motion to solicit letters of support for inclusion in the Border-to-Border Broadband Development Grant Program application was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Social Services Board, 9/16/14; Highway Committee, 9/16/14; Committee of the Whole meeting, 9/16/14.

Commissioner Foldesi reported on the following committee(s): Social Services Board, 9/16/14; Highway Committee, 9/16/14; Committee of the Whole meeting, 9/16/14; Red River Board, 9/16/14.

Commissioner Miller reported on the following committee(s): Insurance Committee, 9/11/14; Social Services Board, 9/16/14; Highway Committee, 9/16/14; Committee of the Whole meeting, 9/16/14; Polaris ATVAM Open House, 9/19/14; Warroad Casino Open House, 9/19/14; Joint Powers Natural Resources Board, 9/22/14.

Commissioner Phillipe reported on the following committee(s): Public Health Committee, 9/9/14; Land of the Dancing Sky Area Agency on Aging, 9/10/14; Insurance Committee, 9/11/14; Roseau County Committee on Aging, 9/15/14; Social Services Board, 9/16/14; Highway Committee, 9/16/14; Committee of the Whole, 9/16/14; Warroad City Council, 9/22/14.

Commissioner Swanson reported on the following committee(s): Public Health Committee, 9/9/14; Statewide Emergency Communications Board Strategic Planning, 9/10 – 9/11/14; Roseau County Committee on Aging, 9/15/14; Building Committee, 9/15/14; Social Services Board, 9/16/14; Highway Committee, 9/16/14; Committee of the Whole, 9/16/14; Local Government Water Roundtable, 9/17/14; Safety Committee, 9/18/14; Roseau County Committee on Aging, 9/19/14; Team “EPIC”, 9/19/14.

Upon motion carried, the Board adjourned the Regular Meeting at 10:30 a.m. The next Regular Meeting of the Board is scheduled for October 7, 2014 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

Glenda Phillipe, Chair
Board of County Commissioners
Roseau County, Minnesota

TWO RIVERS WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

Name of Nominating Agency:	Roseau County Board of Commissioners
Name of Nominee:	<i>Jim Kukough</i>

Mailing Address	<i>17485 Co Rd. 6</i>	Work Phone	
City	<i>Strathcona</i>	Home Phone	<i>782 2478</i>
Zip Code	<i>56759</i>	Cell Phone	<i>6893663</i>
County	<i>Roseau</i>	E-Mail Address	<i>Kukough@RoseauCo.ND.gov</i>

1. Do you reside within the boundaries of the Watershed? YES NO *Co*

2. How long have you been a resident of the Two Rivers Watershed District?
To long. Most of my life.

3. What is your physical address?
*17485 County Rd. 6
Strathcona, MN.*

4. Why are you interested in serving on the Watershed Board?
Need a strong voice for Roseau Co.

5. What qualifies you to serve as a Manager of the Watershed District?
*Previous experience
and also not scared to speak up.*

6. How would you/do you respond to issues that come before the Watershed Board that personally affect your situation?
Abstain from voting.

7. Water is a controversial topic. How will you/do you handle disputes on the Watershed Board and with other entities such as county, state, or other watersheds?
*Look out for what benefits the Areas
I serve*

TWO RIVERS WATERSHED MANAGER APPOINTEE QUESTIONNAIRE

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

*you tell Ma and I will
be glad to work with anybody with
good ideas.*

Do you have any other comments you wish to share?


Applicant Signature

9-5-14
Date

THANK-YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE

Roseau County Treasurer

Date: October 14, 2014

To: Roseau County Board of Commissioners, Glenda Phillipe, 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>
6823	August 11, 2010	\$11.00	Lee & Hardee Law Office
6862	September 28, 2010	\$16.00	Joshua Thompson
6911	December 2, 2010	\$ 2.42	Susan K VanDeHey
6933	January 10, 2011	\$13.00	ProVest, LLC
6977	March 8, 2011	\$ 1.08	Kimble Watson, Jr.
6985	March 14, 2011	\$ 5.44	Jennifer Crabtree
7006	April 1, 2011	\$ 1.98	Jared Evans
7018	April 19, 2011	\$2.24	David Brodeen
7050	May 18, 2011	\$5.46	Bora V. Chhoun
7080	June 15, 2011	\$2.03	Matthew J Lundgren
76878	October 28, 2010	\$18.40	Neal C. Rice
114017	August 6, 2010	\$482.38	Centurylink
116816	August 6, 2010	\$3.06	Vickie Hanson
Total		\$564.49	



Employment Opportunity

Position: Deputy Recorder

Roseau County is accepting applications for a regular full-time, 40 hours per week, Deputy Recorder. Under the direct supervision of the County Recorder this position is primarily responsible for assisting the County Recorder and staff with all the duties performed in the Recorder's Office.

Preferred candidates should possess knowledge in the process of recording all types of legal documents, full understanding of the tracking process to assist in research of recorded and filed documents, knowledge of basic computer operations, and the ability to multi-task and work independently. In addition, it is preferable that candidates possess knowledge of the Uniform Commercial Code System (UCC), State and Federal tax liens, military records, the County tax system, the scanning process involving claims and payments, and the ability to work effectively with the public and with various County offices.

Applicants are required to have a High School Diploma and at least 3 years clerical experience.

This is a Grade 5 position with a starting salary of \$17.30 per hour, commensurate with experience. For additional information concerning this posting, contact Pam Grand, Roseau County Recorder, at 218-463-2061 or email pam@co.roseau.mn.us. Applications may be obtained from the County Coordinator's Office by email at annmarie.miller@co.roseau.mn.us; from the Roseau County web site at <http://www.co.roseau.mn.us>; or by calling 218-463-4248. Completed applications, along with cover letter and resume, may be submitted to: County Coordinator's Office, 606 5th Ave SW, Room 131, Roseau, MN. **The closing date is October 31, 2014.**

ROSEAU COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT, made as of the 4th day of June, 2014, by and between the Minnesota Counties Computer Cooperative ("MCCC") and _____ ("Member"), to amend, restate and redefine the operation of MCCC, and the rights, benefits, obligations and liabilities of MCCC members.

WITNESSETH:

WHEREAS, MCCC and its participating members have established by agreement an organization through which the parties may jointly and cooperatively provide for the establishment, operation, and maintenance of data processing facilities, software and other information management systems for the use and benefit of the parties; and

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more units of government jointly or cooperatively to exercise any power common to the parties or any other similar power and by agreement to provide for a joint board representing the parties to the agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and pursuant to Minnesota Statutes, Section 471.59, as amended, and any other applicable statutes, the parties hereto do hereby mutually agree, affirm and agree as follows:

**Article I
Purpose**

Member and the other members of MCCC have agreed to a cooperative mechanism, enabling them to jointly exercise powers common to each participating member to:

- A. Develop, maintain and enhance proprietary software programs and related information systems and services of interest to MCCC members and licensees, that can be registered and owned by MCCC, and which may also be offered to third parties for commercialization by license or other agreement outside of Minnesota;
- B. Acquire or license third party software programs and related information systems and services of interest to MCCC members;
- C. Provide for post-installation training, maintenance, support, enhancement and related managed professional services for MCCC software programs and related information systems;

- D. Pursue government and related technology grants and related opportunities to acquire or improve software programs and information systems of interest to MCCC members and eligible licensees;
- E. Assess, collect, hold and disburse dues, contract payments and other member contributions authorized by the Board;
- F. Employ a full time Executive Director to administer MCCC operations and directives of the Board, and such other employees as may be necessary or desirable to administer MCCC operations;
- G. Rent, purchase or otherwise acquire and hold property and other assets necessary or reasonably desirable for the successful operation of the MCCC;
- H. Organize and conduct annual regional and MCCC conferences, User Group training sessions, workshops and other meetings of members and licensees; and
- I. Establish and maintain a listing of such minimum acceptable contract terms to be included in any software license or managed services agreement, including such minimum required liability insurance obligations for all such licensors or service providers that meet or exceed the minimum standards as recommended from time to time by the Minnesota Counties Intergovernmental Trust (MCIT), or of any other primary insurer of MCCC.
- J. Engage in such other similar or related services and programs as determined by the Board as are incident to and proper or reasonable to carry out the foregoing.

It is further the intent of the members to establish procedures whereby additional qualifying members may be added to Agreement, and to establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of MCCC members and eligible software licensees.

**Article II
Name**

The name of this joint powers entity shall be the MINNESOTA COUNTIES COMPUTER COOPERATIVE, hereinafter sometimes referred to as the "MCCC".

**Article III
Membership**

Membership in the MCCC shall be open to any governmental unit or other political subdivision of the State of Minnesota as contemplated by M.S. 471.59 Subdivision 1. The Board may impose such conditions on membership, and may create or modify different classes, levels or types of membership within MCCC, with differing member rights, privileges or obligations as it deems appropriate to protect the interest of the MCCC and to provide for the benefit of its

members; and in compliance with such conditions as are required by this Agreement, then-current Bylaws as amended (“Bylaws”), or by applicable statutes, administrative rules or other applicable Minnesota regulations for Minnesota joint powers organizations. During the term of membership, Member shall be entitled to use software and related managed professional services for all software in use by any User Group that Member belongs to, subject to payment of all applicable User Group fees or other associated charges relating to such software.

Member agrees that such access and use of software is also contingent upon and subject at all times to compliance with all then-current MCCC software and information systems rules and regulations (as well as those license and other covenants and obligations made by MCCC with any third party owners). Member shall maintain in strictest confidence any and all software source code, user documentation or other confidential asset of MCCC and/or any third party licensor, and acknowledges that such access and usage is reserved and authorized solely for Member’s confidential internal use only, and that Member has no right to, and will not sell, license, distribute, transfer or otherwise make any unauthorized copy of any software source or object code or system or user documentation or any derivatives thereof, or to make any other unauthorized use of such assets without the prior written authorization of the MCCC Board or the Executive Director; and that all MCCC or third party licensor software or other property (including copies thereof) will be removed from such Member’s computer system and returned to MCCC (or destroyed, if so requested by MCCC), promptly following such Member’s withdrawal, other termination of membership, or following any uncured breach of such license or other software use agreement. In the event that any Member is authorized to and modifies the source code, such Member shall indemnify, defend and hold the MCCC, other members or licensees, harmless from any claims resulting from such modifications, as well as for any unauthorized disclosure or other unauthorized use of such source code.

Article IV **Board of Directors**

There is hereby created a Board of Directors of the MCCC, herein referred to as the “Board”, which shall be empowered to oversee and administer the MCCC, in the manner provided in the Bylaws, as may be amended from time to time. The Board shall be fully empowered to oversee and direct all the affairs of the MCCC and to do all things necessary or convenient for the furtherance of the purposes of the MCCC, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements and obligations; employing personnel either as employees or by contract, including consultants, such as technology advisors, attorneys, accountants or others. At all times as Member is an eligible Voting Member (as such term is defined in the Bylaws), Member and each other eligible MCCC Voting Member shall elect those Board representatives as provided in the Bylaws, who shall each serve for an indefinite term and until such Board representative dies, resigns, retires from employment with, or is otherwise removed or replaced by the affirmative vote of a majority of the Voting Members present and participating at the Annual Meeting, or at a special meeting of the Voting Members called, noticed and held for such purposes.

The Board shall have the full authority and direction of Member to oversee and manage the business of the MCCC, except:(a) as may be limited or otherwise modified from time to time by

any resolution duly approved by the majority affirmative vote of Voting Members in attendance at the Annual Meeting, or at a special meeting of Voting Members called, noticed and held for such purposes; or (b) and/or except for matters of long range policy, or any proposed amendment of this Agreement or of the Bylaws; or (c) the approval of the MCCC annual budget, which shall each be the exclusive province of the Voting Members. The MCCC Board shall be comprised of the officers, regional representatives, and the Information Service Support Group at-large Member, all as designated in the Bylaws, and a majority of all then-current Board members shall be necessary and sufficient to constitute a quorum for the transaction of business.

Article V User Groups

The Board shall be empowered to create, manage, modify, or terminate MCCC user groups, to be comprised of members and other licensed end users of similar software programs and other information systems (“User Groups”), to be operated under such standard User Group rules and regulations as have been approved from time to time by the Board (the “User Group Rules and Regulations”). Subject to Board approval, User Groups may elect and replace User Group officers; create and administer annual User Group budgets; and prepare recommendations for User Group software or information systems acquisitions, enhancements or related services of interest to that User Group’s participants, or propose revisions to its User Group’s Rules and Regulations.

Article VI Bylaws and Operating Policies and Procedures

MCCC’s then-current Voting Members shall adopt, and shall have the sole power and authority to amend or replace the Bylaws, which shall provide for the operation and administration of the MCCC. The Voting Members, by resolution of the affirmative majority vote of eligible Voting Members in attendance at the Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by electronic or mailed ballot in lieu of a meeting, may also adopt and modify User Group Rules, or any other operating policies and procedures, or other policies or agreements that may be created or utilized from time to time to direct and document the specific activities of the MCCC, consistent with this Agreement and the Bylaws.

Article VII Financial Matters/Limitation of Liability

MCCC shall have a calendar fiscal year beginning January 1 and ending each December 31. On or before June 1 of each year, the MCCC Board shall prepare and circulate to each Member a proposed annual budget for the following calendar fiscal year, comprised of budgeted operating costs, other expenses, capital costs and other revenues and expense categories, which budget will be subject to review, adjustment and/or approval for the next year by the affirmative majority vote of Voting Members at the Annual Meeting, to be held each June. During each fiscal year, the approved MCCC budget and individual line items therein may be adjusted by the Board in order to reflect actual costs incurred; changes in estimated expenses, costs or revenues; or reallocation of budgeted costs and expenses, with any such adjustments promptly reported to all

MCCC members. Each User Group shall be responsible for determining and providing amounts to MCCC's Executive Director by June 30 of each fiscal year, which will be invoiced to participating User Group members for the following year's participation and other shared fees and expenses and as otherwise provided in the Bylaws.

Member agrees to promptly pay its proportional share of all MCCC expenses, as well as its User Group fees or other contributions upon receipt of and in the manner designated in MCCC invoices, and to pay or reimburse MCCC for its reasonable attorney's fees or other costs incurred in enforcement of this Agreement (collectively, "Costs"). All software licenses and similar agreements will include comparable provisions for User Group Members, or for licensee User Group participants, who are not eligible for MCCC membership as defined in Article III above. Member will be temporarily ineligible to vote if and for as long as any invoice(s) and any interest or other expenses remain unpaid. Minnesota Statutes Chapter 118A shall govern all depositories and investments of MCCC funds.

The Board may, at its discretion and from time to time, determine that an assessment is necessary to insure the financial integrity of the MCCC, to operate and maintain the MCCC or to carry out other purposes of the MCCC pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board, and shall be payable to MCCC by Member and other members in the manner specified by the Board, provided that any proposed assessment of Member that exceeds the amount of \$50,000 will not be binding unless and until such assessment has also been ratified by a majority of the applicable County Board of Commissioners or other ultimate governing bodies of those Voting Members present and voting at the Annual Meeting, or at a special meeting of all MCCC Voting Members called, noticed and held for such purpose.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity", and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1(a); provided further that for purposes of that statute, Member expressly declines responsibility for the acts or omissions of MCCC, or of any other MCCC member. The parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement, except to the extent to which they have expressly agreed in writing to be responsible for acts or omissions of any other MCCC member(s).

Article VIII Withdrawal of Member

Member or any other MCCC members may only withdraw from this Agreement, or any MCCC User Group created pursuant to Article V, in the manner provided in this Article VIII. To withdraw from a User Group and/or the MCCC, Member must first give at least ninety (90) days prior written notice of its intent to do so to the MCCC's Executive Director, to be delivered by certified or registered mail or national overnight courier service or by facsimile or email, in cases where Member can provide verified, reliable proof of delivery, with such withdrawal to become effective as of the first day of the calendar quarter following the quarter in which such notice was given and the 90 day notice period expires.

Member shall remain jointly and severally liable for its full share of all fees, costs, expenses, debts, obligations and liabilities which were incurred by or on its behalf during the term of its membership, including, without limitation, any such amounts attributable to Member's participation in any User Group for then-current or pending software or other information system deliverable, service obligation, updates, enhancements or other participatory projects or other work then in progress through the expiration or conclusion of each such User Group program as approved by the User Group prior to Member's delivery of the termination notice specified in the prior paragraph. Member's financial withdrawal liability and payment arrangements therefor will be determined by the Board, who shall calculate and offer a present value discount if such liabilities are paid as a lump sum by the Member on or prior to the effective date of termination. Member shall also be liable for all MCCC enforcement Costs for any withdrawal obligation not paid within 10 days of invoice, or of such other payment deadline as specified by the Board.

Member's withdrawal shall not affect the continuance of the MCCC or any User Group by the remaining members and other participants. If Member terminates or ceases to qualify for participation in the MCCC, Member shall have no right or claim to the assets, reserves or other holdings of the MCCC on withdrawal or termination, unless deemed appropriate by the Board, who may, in its sole discretion, determine the nature and timing of any distribution of assets to a withdrawing member.

Member may apply for post-termination use of MCCC software in use by such Member as of withdrawal, in the same manner as provided in Article X below for termination of MCCC membership.

Article IX Insurance

From time to time, MCCC may purchase and maintain liability insurance coverage with carriers and such coverage terms as are approved by the Board, in order to insure the activities of MCCC and its joint software, information systems and services, with copies of such policies made available to members upon request.

- A. MCCC shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Amended and Restated Joint Powers Agreement. MCCC shall comply with all laws and rules that govern a public entity in the State of Minnesota, and shall be entitled to the protections of Minnesota Statutes, Chapter 466.
- B. MCCC shall defend, indemnify and hold Member harmless against all claims, losses, liability, suits, judgment, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of MCCC. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

Article X
Term of Agreement/Termination of All Member Agreements

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the written agreement of Member and all other MCCC members;
- B. Suspended or superseded by a subsequent agreement between all MCCC members, adopted and approved at a duly called meeting or otherwise as provided by the Bylaws;
- C. Dissolution of MCCC by affirmative vote of a majority of its members;
- D. Otherwise terminated by operation of law;

In the event that the MCCC is terminated as specified in subsections (A)-(D) above, and subject to the provisions of Article XII below relating to potential future use of software products then in use by MCCC, any property or other assets acquired by the Board shall be distributed to Member and the then-current other members in a manner commensurate with their contributions, or otherwise as determined by the Board. However, sufficient reserves shall be retained and maintained consistent with the MCCC's obligations and known or foreseeable risks, under this Agreement, the Bylaws, and applicable laws or regulations.

Article XI
Term of Agreement/Termination of Member's Agreement

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the mutual written agreement of MCCC and Member; or
- B. Terminated by MCCC following delivery of any exclusion notice issued by MCCC to Member under [Article VI] of the then-current MCCC Bylaws, or otherwise in any manner provided for therein.

Article XII
Post Termination Use of MCCC Software

Termination under Article X or Article XI will also terminate Member's rights and license to use MCCC software or related services, except with MCCC's express prior written consent. MCCC agrees to grant its consent upon request and provided that Member is no longer delinquent in any payment or other pre-termination obligations for the then-current version(s) of any software owned by MCCC, and/or licensed from third parties and sublicensable after termination of such membership. Any such post-termination use of software by a former Member will be on a nonexclusive, nontransferable basis; fully subject to the terms of any then-current license or sublicense agreements; and contingent on the execution of an assumption, release and indemnification agreement in a form specified by MCCC, acknowledging that such software is

being acquired without warranty and in "AS IS" condition, and that the user(s) thereof will indemnify, defend and hold MCCC, its other members, employees, licensees and other affiliates harmless from any liability for post- termination use thereof.

Article XIII
Entire Agreement; Amendments

This Agreement, the Bylaws and applicable User Group Rules and Regulations constitute the parties' entire agreement and understanding regarding the organization and general operation of the MCCC. This Agreement replaces all prior oral or written agreements or understandings regarding the common exercise of joint powers as contemplated by Minnesota Statutes § 471.59. Any Voting Member may propose one or more amendments to this Agreement, which shall be forwarded to all Members upon receipt. In order to amend this Agreement, at least fifty five percent (55%) of all eligible Voting Members attending the Annual Meeting or any special meeting called for such purpose, or voting by electronic or mailed ballot taken in lieu of a meeting, must affirmatively approve of such amendment, effective as of the date of the meeting or resolution, or such later affirmative date as may be specified therein.

Article XIV
Remedies

Amounts not paid by Member within 30 days of invoice (or such other time period as may be specified by the Board) shall bear interest on the unpaid balance from date of invoice at the lower of : (a) 9 percent per annum, compounded quarterly; or (b) the highest legal rate allowed by applicable law. MCCC shall also be entitled to recover or be reimbursed from Member for all Costs incurred in enforcement.

Article XV
Governing Law/Jurisdiction and Venue

This Agreement will be governed by the laws of the State of Minnesota. Each party irrevocably submits to the jurisdiction of the applicable federal or state courts located in Ramsey County, Minnesota. Member and MCCC each agree that such courts shall be the exclusive venues for any disputes arising hereunder.

IN WITNESS WHEREOF, the undersigned Member and MCCC have caused this agreement to be signed in duplicate or counterpart originals, all of which are considered to be a single agreement dated and effective as of the date hereof and delivered on their behalves.

_____ (MEMBER)

MINNESOTA COUNTIES
COMPUTER COOPERATIVE (MCCC)

By: _____
Name: _____
Board Chair

By: 

Fran Windschitl, Board Chair

And: 

Lisa Christine Meredith
Executive Director

009577/313002/483466_9

**TERMS FOR THE PUBLIC SALE OF TAX FORFEITED LAND
WITHIN THE CITY OF ROSEAU, ROSEAU COUNTY
November 18, 2014**

PUBLIC SALES: All tax forfeited land is offered at an in-person public auction and sold to the highest bidder. The minimum bid acceptable is the basic sale price that is shown on the list of tax forfeited land. The basic sale price is equal to the appraised value or the appraised value plus any extra charges for special assessments levied after forfeiture or for timber value as appraised by the Minnesota Department of Natural Resources.

PARCEL NOT SOLD AT PUBLIC AUCTION: Parcel not sold at a public sale may be purchased after the public sale by paying the basic sale price of the parcel. The basic sale price cannot be changed unless the parcel is re-appraised, republished, and again offered at a later public sale.

FEES: The following fees will be collected at the time of sale: State assurance account surcharge, 3%; State Deed Fee, \$25; Deed Filing Fee, \$46.00; and State Deed Tax, equal to the greater of \$1.65 or 0.33% of the basic sale price.

PAYMENT TERMS: CASH—FULL PAYMENT AT TIME OF SALE.
Payment includes timber value and special assessments levied after forfeiture.

SPECIAL ASSESSMENTS: The balance of any special assessments that were levied before forfeiture and cancelled at forfeiture are not included in the basic sale price may be reassessed by the municipality. These special assessments are shown on the list of tax forfeited land under the column entitled "Assessments before Forfeiture."

Any special assessments that were **levied after forfeiture** and certified to the county auditor have been added to the appraised value and must be paid by the purchaser as part of the basic sale price. These special assessments are shown on the list of tax forfeited land under the column entitled "Assessments after Forfeiture".

It is the responsibility of the prospective buyer to contact the city/township to determine special assessments that may have been canceled and may be subject to reassessment, and the city's/township's terms thereof.

CONDITIONS: Sales are subject to the following restrictions on the use of the properties: existing leases, building codes and zoning laws, and easements obtained by any government subdivision or agency thereof for a public purpose. The appraised value does not represent a basis for future taxes. Contact the city or township where the land is located for details of building codes or zoning laws.

All property is sold “as is” and may not conform to local building and zoning ordinances. Roseau County makes no warranty that the land is “buildable”. All sales are final, and no refunds or exchanges are permitted. Roseau County is not responsible for location or determining property lines or boundaries. Access to the property is the responsibility of the buyer.

TITLE: PROOF OF OWNERSHIP: The buyer will receive a receipt at the time of the sale. The Department of Revenue will issue a State Quitclaim Deed after full payment is made. A State deed has the characteristics of a patent from the State of Minnesota.

SETTLEMENT IS FINAL: No warranties as to physical condition of the property have been made by Seller, its Employees or Agents; any warranties of physical condition of the property are void. The Seller, its Employees or Agents, have no further responsibility or liability with respect to the condition or management of the property.

FOR ALL LAND NOT IN A PLATTED SUBDIVISION: There are restrictive covenants required for marginal lands and wetlands including lands in Auditor’s Subdivisions (see Minnesota Statutes 2002, Section 103F.535, Subd. 2, and Minnesota Statutes 2002, Section 282.018, Subd. 2.)

FORMER OWNERS: Must pay the purchase price or the amount of delinquency, whichever is more, pursuant to Minnesota Statutes 2002, Section 282.01, Subd. 7.

IN ORDER TO PROTECT YOUR LEGAL INTERESTS, WE RECOMMEND THAT YOU CONSULT WITH YOUR ATTORNEY ON LEGAL MATTERS.



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

October 6, 2014

Border-to-Border Broadband Development Grant Program
Office of Broadband Development
1st National Bank Building
332 Minnesota Street, Suite E 200
St. Paul, MN 55101

Dear Reviewers:

On behalf of the Roseau County Board of Commissioners, I am pleased to write this letter in support of Wikstrom Telephone Company, Inc and Sjoberg's Cable TV and Internet's application for a Border to Border Broadband Development grant to expand broadband service to our community. As an underserved rural area with limited modern internet services, we face many challenges including scarcity of local educational, medical and business services. Reliable high speed broadband services are our community's link to the rest of the world. It keeps our business, educational and medical services, and ultimately our community, viable in a relatively remote part of Minnesota.

Wikstrom's and Sjoberg's have a long history of being committed to delivering high quality broadband services to our community and to focusing on the development of strong, long-term relationships with its customers, to better understand their needs and priorities. Increased broadband will allow our community to continue to be relevant in the global community. Increased broadband will allow our businesses, schools and medical community the ability to compete with any other community's around the world.

The Border to Border Broadband Development grant will enable Wikstrom's and Sjoberg's the ability to provide broadband education, awareness, training, access, equipment and support to help us improve our business and educational services, ultimately improving our area workforce and businesses. Because Wikstrom's and Sjoberg's have a successful history of providing services in other neighboring rural communities, we are confident in their capabilities of enhancing broadband service in our area.

We strongly urge the Office of Broadband Development to fund this application. Through the funding of this proposal, the Wikstrom Telephone Company and Sjoberg's Cable TV and Internet will become a partner in accomplishing our goals of meeting the technology needs of the greater Roseau area.

Sincerely,

Glenda Phillipe
Roseau County Board Chair

District 1, Glenda Phillipe, Chair - District 2, Jack Swanson, Vice-Chair -
District 3, Roger Falk - District 4, Todd Miller - District 5, Mark Foldesi

An Equal Opportunity Employer

October 14, 2014

Donna Downing
Jurisdiction Team Leader, Wetlands Division
U.S. Environmental Protection Agency
Water Docket, Room 2822T
1200 Pennsylvania Avenue NW
Washington, D.C. 20460

Stacey Jensen
Regulatory Community of Practice
U.S. Army Corps of Engineers
441 G Street NW
Washington, DC 20314

Re: U.S. EPA and U.S. Army Corps of Engineers Proposed Rule on “Definition of “Waters of the United States Under the Clean Water Act,” Docket No. EPA-HQ-OW-2011-0880

Dear Ms. Downing and Ms. Jensen:

I am writing on behalf of the Roseau County Board of Commissioners in regards to the Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (Corps) proposed rule regarding *Definition of Waters of the U.S. Under the Clean Water Act*, Docket No. EPA-HQ-OW-2011-0880. This proposed rule was released on April 21, it would amend the definition of “waters of the U.S.” and expand the range of waters that fall under federal jurisdiction.

Counties are tasked with the heavy responsibility to protect the health, welfare, and safety of their citizens, as well as maintain and improve their quality of life. This includes protecting of valuable water resources, whether as a regulated entity or regulator, to ensure that the nation’s waters remain clean.

I am very concerned that the proposed rule would modify existing regulations, which have been in place for over 25 years. **Because the proposed rule could expand the scope of CWA jurisdiction, counties could feel a major impact as more waters become federally protected and subject to new rules or standards.**

The proposed “waters of the U.S.” regulation from EPA and the Corps could have a significant impact on counties across the country, in the following ways:

- **Seeks to define waters under federal jurisdiction:** The proposed rule would modify existing regulations, which have been in place for over 25 years, regarding which waters fall under federal jurisdiction through the Clean Water Act (CWA). Because the proposed rule could expand the scope of CWA jurisdiction, counties could feel a major impact as more waters become federally regulated and subject to new rules or standards.
- **Potentially increases the number of County-owned ditches under federal regulation:** The proposed rule would define some ditches as “waters of the U.S.” if they meet certain conditions. This means that more County-owned ditches would likely fall under federal oversight. In recent years, Section 404 permits have been required for ditch maintenance activities such as cleaning out vegetation and debris. **Once a ditch is under federal jurisdiction, the Section 404 permit process can be extremely cumbersome, time-**

consuming and expensive, leaving Counties vulnerable to citizen suits if the federal permit process is not streamlined.

- **Applies to all Clean Water Act programs, not just Section 404 program:** The proposed rule would apply not just to Section 404 permits, but also to other Clean Water Act programs. These programs would subject County governments to increasingly complex and costly federal regulatory requirements under the proposed rule which impacts local stormwater and pesticide application programs, state water quality standards designations, green infrastructure and water reuse.

Additionally, key terms used in the proposed regulation—tributary, adjacent waters, riparian areas, flood plains, and even ditch exemptions on uplands and flow—are unclear. It is uncertain how these definitions will be used to effectively implement various CWA programs.

More importantly, the agencies' cost-benefits analysis—*Economic Analysis of Proposed Revised Definition of Waters of the U.S.* (March 2013), acknowledges the data used and assumptions made to craft the analysis may be flawed. This is of supreme concern to local governments who may serve as both the regulator and the regulated under CWA. If costs and implications of the changes are not recognized ahead of time, it will have a negative impact on local governments.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Glenda Phillipe
County Board Chair

Cc: Senator Amy Klobuchar
Senator Al Franken
Congressman Collin Peterson



Board of Commissioners

606 5th Ave. SW, Room #131
Roseau, MN 56751

Phone: 218-463-4248
Fax: 218-463-3252

October 14, 2014

Senator Amy Klobuchar
302 Hart Senate Office Building
Washington, DC 20510

Re: Federal Payment in Lieu of Taxes

Dear Senator Klobuchar:

We have been notified by the National Association of Counties (NACo) that the current authorization for Payment in Lieu of Taxes (PILT) is set to expire.

Although Roseau County does not receive any Federal PILT funding, the Roseau County Board of Commissioners respectfully request your urgent help and support in developing a bi-partisan, bi-cameral funding solution for the PILT program. Without Congressional action, rural Minnesota Counties will face budget shortfalls that will impact their ability to provide essential services to their constituents.

In addition, Minnesota rural Counties have found over and over that the local property taxpayer's long term support for public land in their Counties is conditioned upon the sense that it pays its fair share of the cost of related services.

Thank you for your consideration.

Sincerely,

Glenda Phillipe
County Board Chair

Cc: Senator Al Franken
Congressman Collin Peterson



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

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October 14, 2014

Senator Al Franken
309 Hart Senate Office Building
Washington, DC 20510

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Sincerely,

Glenda Phillipe
County Board Chair

Cc: Senator Amy Klobuchar
Congressman Collin Peterson

Roseau County Board
October 2014
Glenda A. Phillipe
District One

October 4-6 – Letters of Support for Broadband Grant – Warroad

Warroad Chamber of Commerce; City of Warroad; Marvin Windows and Doors; Warroad School District

October 7 – Operations - Roseau

October 7 – Committee of the Whole – Roseau

October 7 – Performance Reviews (2) - Roseau

October 8 – Lake Township – Warroad

Bruce McCallum appointed to airport zoning committee; indemnity agreement for signaled rail crossing construction and maintenance between Lake Township and Red Lake Gaming Enterprises, Inc.

October 14 – Roseau County Board – Roseau

October 14 – Public Health - Roseau

October 14 – Warroad City Council – Warroad

JACK SWANSON COMMITTEE REPORTS

SEPT 24, 2014 - ROSEAU COMMUNITY EDUCATION COMMITTEE; update on Fall class offerings

SEPT 24, 2014 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY; update on housing

SEPT 24, 2014 - NORTHWEST MINNESOTA MULTI-COUNTY HOUSING & REDEVELOPMENT AUTHORITY (MENTOR); discussed HRA absorbing East Grand Forks Section 8 Housing program

SEPT 25, 2014 - PARKLAND PLACE APARTMENTS GROUNDBREAKING; 30 unit complex in Roseau is expected to ease a rental housing shortage

OCT 1, 2014 - COMMUNITY JUSTICE COORDATING COMMITTEE; youth aftercare options limited in Roseau County

OCT 6, 2014 - LEGISLATIVE COMMITTEE; meet and greet with GOP Gubernatorial candidate Jeff Johnson (Warroad)

OCT 6, 2014 - I-T interviews

OCT 6, 2014 - ROSEAU CITY COUNCIL

OCT 7, 2014 - COUNTY COMMITTEE OF THE WHOLE

OCT 7, 2014 - OPERATIONS COMMITTEE

OCT 9, 2014 - STATEWIDE EMERGENCY COMMUNICATIONS BOARD FINANCE COMMITTEE (ST PAUL)

OCT 9, 2014 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE (ST PAUL); Minn Sec of State Mark Ritchie

OCT 10, 2014 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE (ST PAUL); Kevin Frazell (League of Minnesota Cities) on civil public discourse

OCT 10, 2014 - ASSOCIATION OF MINNESOTA COUNTIES EXECUTIVE BOARD (ST PAUL)