

**REGULAR ROSEAU CITY COUNCIL MEETING
MONDAY – JUNE 7TH, 2010 5:00 P.M.
ROSEAU CITY CENTER COUNCIL CHAMBERS
121 Center Street East Suite 201
Roseau, MN 56751**

The Regular monthly meeting of the Roseau City Council was held on the above date, time and place. Members present were Mayor Jeff Pelowski, Council members Curt Ireland, Gerry Schiltz, Pat Novacek, Linda Vatnsdal. Absent none. Others present were Community Development Coordinator Todd Peterson, Superintendent David Drown, Police Chief Ward Anderson, Liquor Store Manager Brad Wiberg, Attorney Patrick Moren, City Clerk Janet Lundbohm, Lyle Grindy, Roseau County Commissioner Jack Swanson- KJ102, Charles Erickson – Roseau Librarian, Annette Hermanson, Dianne Dahl, and Linda Pavek- Roseau Library Board, Fire Chief Tim Skime, and Jon Smebak.

Mayor Pelowski called the meeting to order and the Pledge of Allegiance was said.

Council member Gerry Schiltz motioned, Council member Linda Vatnsdal seconded and it was carried by unanimous vote to approve the May 3rd, 2010 minutes as presented.

Council member Curt Ireland motioned, Council member Gerry Schiltz seconded and it was carried by unanimous vote to approve the following Consent Agenda items:

- a. Accounts payable claims from May 1st, 2010 through May 31st, 2010 as presented, with a batch number of AP05312010 and is filed in edit books in the City Clerk's Office.
- b. Daily Batch checks written from May 1st, 2010 through May 31st, 2010 were audited, approved and are filed in edit books in the City Clerk's Office.
- c. Receipt entries April 1st, 2010 through April 30th, 2010 were audited, approved and are filed in edit books in the City Clerk's Office.
- d. Journal entries March 1st, 2010 through March 31st, 2010 were audited, approved and are filed in edit books in the City Clerk's Office.
- e. A review of March General Ledger checks written compared with check images on the bank statements found no irregularities.
- f. Upcoming meetings –
 - a. July 12th 2010 Regular meeting at 5:00 p.m.
- g. Approve the use of alcohol in the Community Center – July 31st, 2010 Morris wedding dance.
- h. League of Minnesota Cities - "The State of the Cities Report 2010" is only available online this year.
- i. League of Minnesota Cities – Cities, Services & Funding" New video, New effort, New thinking.
- j. Northern Municipal Power Agency 2009 Annual Report.
- k. Investment-Roseau EDA Hi Fi as of 06/01/2010 is \$126,274.99.
- l. Cash in bank-DNR Escrow as of 06/01/2010 is \$289,000.00.
- m. Cash in bank-Regular checking as of 06/01/2010 is \$1,802,482.44.
- n. Investment-Regular Hi Fi as of 06/01/2010 is \$3,225,904.53.
- o. Cash in bank-Airport Fuel Sales Credit Card as of 06/01/2010 is \$205.40.
- p. Investment-Roseau EDA Money Market as of 06/01/2010 is \$75,457.09.
- q. Cash in bank-Pine to Prairie Birding Trail as of 06/01/2010 is \$9,487.12.
- r. Cash in bank-Scandinavian Festival as of 06/01/2010 is \$6,064.19.
- s. Cash in bank-Roseau Community Youth Project as of 06/01/2010 is \$3,324.14.
- t. Cash in bank-Welcome to Roseau as of 06/01/2010 is \$1,212.17.
- u. Cash in bank-Roseau EDA as of 06/01/2010 is \$3,475.64.
- v. 2010 Outdoor Life Magazine – Roseau is listed as 25th of the Top 200 Towns for Outdoorsmen.
- w.

R #20-10

**RESOLUTION APOPOINTING ELECTION JUDGES FOR THE
2010 PRIMARY AND GENERAL ELECTION**

WHEREAS, Minnesota Statutes require cities to hold primary and general elections.

WHEREAS, Minnesota Statues require that the City Council appoint by resolution election judges for the 2010 primary and general elections,

NOW, THERE BE IT RESOLVED, by the City Council of the City of Roseau, Minnesota, that the following individuals are appointed as City of Roseau election judges for the purpose of administering the August 10th, 2010 Primary election and the November 2nd, 2010 General Election:

Mary Foley	Paul Stynsberg	Janet Lundbohm
Pam Erickson	Kathleen Ross	Linda Vatnsdal
Darrin Smedsmo	Dave Grafstrom	Leland Lunos
Elizabeth Santl	Eileen Carter	

Adopted this 7th day of June, 2010.

By _____
Mayor, Jeff Pelowski

Attest: _____
City Clerk, Janet Lundbohm

x.

2010 COMMITTEE APPOINTMENTS

ROSEAU CONVENTION AND VISITORS BUREAU: Chairman Darrin Smedsmo, Pam Hetteen, Jack Swanson, Gary Grondahl, Sheri Anderson, Carol Rhen, Joseph Bain, City Representatives Jeff Pelowski, Community Development Coordinator Todd Peterson, Liquor Store Manager Brad Wiberg.

Annette Hermanson representing the Roseau Friends of the Library submitted a proposal for creating and installing Public Art, an outdoor steel sculpture on the City Center Grounds between the building and the river, slightly northeast of the Roseau Public Library patio, which would allow the sculpture to be visible from all sides including highway 11. The Raven Works Forge artists that would create the sculpture are Joel Miller and Sue Suess and are from the Roseau area. They have steel work on display in 17 states and have been featured in newspapers such as the Grand Forks Herald, Warroad Pioneer, Roseau Times Region, and in The Lutheran magazine.

After discussion Council member Curt Ireland motioned to approve the placement of a sculpture on the City Center grounds at an appropriate site; a city in-kind contribution in the form of providing an appropriate base and the lighting for the sculpture; and administration of NWRDC grant funds, on the condition that the Roseau Friends of the Library are the recipients of the Northwest Regional Arts Grant and other funding sufficient to construct the proposed sculpture, seconded by Council member Linda Vatnsdal and it was carried by unanimous vote.

Jon Smebak representing the Roseau Eagles informed the City Council the Roseau Eagles will be having a live outdoor concert on Saturday June 12th, 2010 from 8:00 PM to 12:00 Midnite on their property north of the building. The Eagles will have their own security, people will be checked at the door and the Eagles will fence off the property where the dance will be held. The Roseau Eagles has also invited the Roseau Police Department to stop by at any time during the night to do a walk through of the event.

Promotions Director Lyle Grindy reported on the following:

- Rob Staubers "Goalie Crease" was held last week.
- The 4 on 4 program started today, June 7th, 2010 and will run for six weeks.
- Cruise-In Car Show will be held this weekend at the Pioneer Farms. Shuttle service will be available to and from the farm. They hope to out do last year which was a record 130 entries. They will have a (parade) or drive thru Roseau about 3:15 or 4:00 pm. They will congregate at Earls for a trophy presentation that will happen this Saturday. Another tour is planned for later this summer starting in Grand Forks and driving to Roseau to stay overnight continuing on to Warroad and Winnipeg returning to Grand Forks.
- The "City Wide Garage Sale" had the best attendance ever per Pam Hetteen.
- On June 21st, 2010 the Minnesota Wild representatives will present the City of Roseau a flag at the Memorial Arena with the ceremony beginning at 10:45 A.M.
- The Scandinavian Festival will be held June 18th and June 19th, 2010 with great food and entertainment.

Council member Pat Novacek motioned, Council member Linda Vatnsdal seconded, and it was carried by unanimous vote to approve Geroy's Home & Appliance (#4-10) (the building formerly known as Hanson's Furniture) Variance request to construct a free standing sign 85 square feet and along with the existing 50 square foot sign on the building which together would total 135 square feet in lieu of the 120

square feet maximum signage allowed, a 15 square foot sign Variance, as recommended by the Planning Commission.

Council member Curt Ireland motioned, Council member Pat Novacek seconded, and it was carried by unanimous vote to approve Alive Outdoors (#5-10) Variance request to put new signage on his building and along with existing signage on his building would total 178 square feet in lieu of the 120 square feet maximum signage allowed, a 58 square foot sign Variance, as recommended by the Planning Commission.

Council member Pat Novacek motioned, Council member Curt Ireland seconded, and it was carried by unanimous vote to approve Burt Bassett's (#6-2010) Variance request to remove existing garage and build a new 26' x 38' garage with a corner side setback of 7' in lieu of the 20' corner side setback required, a 13' corner side setback Variance and a side setback of 3' in lieu of the 10' side setback required, a 7' side setback Variance and a maximum lot coverage of 42.7% in lieu of the 35% maximum lot coverage allowed, a 7.7 % maximum lot coverage Variance as recommended by the Planning Commission.

The Planning Commission toured the City of Roseau May 24th, 2010 from 9:00 AM to 11:00 AM. The City of Roseau looks better than ever with the exception of a few of the problem areas that have been on the clean up list for a number of years.

The Planning Commission reviewed the copy of a letter sent to the owners of the Westside Court, LLC from City Attorney Patrick D Moren's office in regards to matters of abandoned mobile homes, as recommended by the Planning Commission.

The Planning Commission expressed their appreciation to Police Officer Tony Hart for his efforts with the Planning Commission as he informed the Planning Commission that he will be taking a position in East Grand Forks the following month.

School Superintendent Larry Guggisberg updated the Planning Commission on a couple of projects the school will be working on this summer around the school.

Roseau County Commissioner Jack Swanson reported on the following:—

- Jack is working with a non-partisan committee on ways to revitalize rural Minnesota and if anyone has any non monetary ideas they should submit them to him and he will forward them to the committee.
- The County has sent their Resolution to the DNR in regards to the Malung Stream Gauge funding and the DNR has not responded to the County at this time. Jack requested that he and Mayor Jeff Pelowski meet with Mike Carroll, DNR District Manager June 16th, 2010 in regards to the Malung Stream gauge because the DNR has indicated to the Watershed Board they have no intention of paying for their half.

The City Council directed Community Development Coordinator Todd Peterson to send the Malung Stream Gage Resolution passed by the Roseau City Council May 3rd, 2010 to the Director of the DNR waters, Kent Lokkesmoe. No action was taken by the City Council at this time in regards to the annual amount the City of Roseau would pay for the Malung Stream Gage until a response from the DNR is received.

The Operations Committee met on June 25th, 2010 and the following items were discussed:

- City employee Tom Hovorka's request for an early retirement buy-out proposal.
- City employee Sue Jennings's request for early retirement buy-out proposal.

Mayor Jeff Pelowski read the policy of the Roseau City Council adopted March 6th, 2000 (on file at the Roseau City Office) in regards to "Early Retirement" of employees eligible to receive an annuity from a public pension plan, additional benefit requests.

After much discussion on the two requests for the early retirement buy-outs were tabled for discussion at a special meeting to be held June 14th, 2010 at 5:00 PM to allow City Council members to review information handed out at the June 7th, 2010 meeting from City Attorney Pat Moren's office and Operation Committee minutes from CDC Peterson, on file at the Roseau City Office.

- Focus Corps' proposal to provide a service to the City by putting address labels on the City Newsletter at \$.03/ label.

The City Council consensus was to not contract with Focus Corp to provide the service of putting address labels on the City of Roseau Newsletter as recommended by the Operations Committee.

- Request from Oak Crest Senior Housing to change the garbage billing on their building from per unit fee to a volume rate based on the City of Roseau dumpster rates.

The City Council consensus was to not change the garbage billing rate for Oakcrest Senior Housing as recommended by the Operations Committee.

Council member Linda Vatnsdal reported that the Beautification committee met last week and that April Kasproicz was again hired by the city to coordinate watering of the flowers with a part time city employee.

Community Development Coordinator Todd Peterson reported that the EDA met and discussed the following:

- The AURI gasification installation has been delayed until next spring.
- Art Nash will get the market area profile done for the next EDA meeting.
- Irene Wynne from Wynne Consulting has not provided the EDA with the rules that apply to allow the use of the funds for future business assistance programs.

Liquor Store Manager Brad Wiberg reported on the following:

- Liquor Store monthly sales May 2010.
- Brad informed the City Council that due to a change in Federal Regulations on how the credit cards are processed, the Liquor Store will need to get an update in software before July 1, 2010 with a cost of \$349.00.
- Total Register systems recommended that the Liquor Store upgrade the computer system at this time to make the system more efficient as Brad is currently having problems with memory backups due to the current operating system. The cost would be \$1,095.00, and this is an unbudgeted item.

After discussion Council member Pat Novacek motioned for Brad to purchase the Credit Card processor update for \$349.00 and the computer system upgrade for \$1,095.00 and an excel program for \$250.00, seconded by Council member Curt Ireland and it was carried by unanimous vote.

The City Council directed the Liquor Store representatives of Council member Gerry Schiltz and Council member Curt Ireland to work with Liquor Store Manager Brad Wiberg in regards to contracting with a new credit card processor.

Fire Chief Tim Skime reported on the following:

- 2010 is the 25th anniversary of the Fireman's Ball.
- The Fireman will be conducting confined space training and will coordinate the training with City Superintendent David Drown with the possibility of utilizing MMUA for the training.
- Fire Chief Skime reported that he had contacted the State Fire Marshall in regards to Titan Machinery's request to burn pallets. The State Fire Marshall said that pallets are considered construction material and there is a company in Thief River Falls that will take them.
- Fire Chief Skime asked Superintendent Drown and Chief of Police Anderson what the status of the new sirens was and they said that they had mounted a bigger siren by the cart shed at the golf course and they have to get that one running before they can remove and replace the one by the city shop. Superintendent Drown and Chief of Police Anderson and Fire Chief Tim Skime will meet when the 5 base radios come in.
- The Roseau Fire Department is working the Roseau County emergency dispatch for severe weather response time.
- Fire Chief Tim Skime asked if the City Council had any questions in regards to the Roseau Fire Department Relief Association Financial Statements as of December 31, 2009 together with independent Auditor's report. Mayor Jeff Pelowski had questions on page 16 and page 12 "excess net pension assets over benefit obligation".

Chief of Police Ward Anderson reported on the following:

- The “Click it or Ticket” campaign had been widely advertised and the Police Department still gave out numerous tickets for seat belt violations.
- The Police Department purchased a water rescue kit with the donation that Clifford Skime had given after his rescue from the Roseau river.
- Pam Hetteen requested to have the street blocked off on the north side by the City Center for the Scandinavian Festival.

Council member Pat Novacek made a motion to adopt the following resolution and in addition to include all expenses incurred to install mobile laptop computers into two squad cars, including monthly alltel service and annual state service fees:

**R #21-10
RESOLUTION
CITY OF ROSEAU, COUNTY OF ROSEAU
STATE OF MINNESOTA**

A RESOLUTION TO SIGN JOINT POWERS AGREEMENT WITH THE STATE OF MINNESOTA

WHEREAS, Chief Ward Anderson appeared before the Roseau City Council to discuss the mobile data computer agreement between the City of Roseau Police and the State of Minnesota; and

WHEREAS, the purpose of this agreement is for the State to provide the Roseau Police Department with access to the State’s I-Mobile System, through software purchased and installed by the City on the city laptop computers mounted in the city patrol vehicles; and

WHEREAS, the term of this agreement shall be for the 2010 year.

NOW, THEREFORE, BE IT RESOLVED that the Roseau City Council hereby adopts this joint powers agreement upon Motion by Council Member Pat Novacek, Seconded by Council member Curt Ireland, and approved by a unanimous 5 to 0 vote; and authorizes Police Chief and City Administrator to sign said agreement.

The motion for the foregoing Resolution was duly seconded by Council member Curt Ireland and upon vote being taken thereon, the following voted in favor thereof; Mayor Jeff Pelowski, Council members Pat Novacek . Curt Ireland, Gerry Shiltz and Linda Vatnsdal.

Voted against said Resolution: None

Adopted by the Roseau City Council this 7th day of June, 2010

Jeff Pelowski, Mayor	Date
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ATTEST:

Janet Lundbohm, City Clerk	Date
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This Resolution to include following Joint Powers Agreement:

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, State Patrol Division (“State”) and Roseau Police Department ("Governmental Unit").

Recitals

Under Minn. Stat. §§ 471.59, subd. 3 and 10, the State is authorized to enter into joint powers agreements with Governmental Units within the state of Minnesota, and may charge the Governmental Unit for services provided;

Under Minn. Stat. § 299D.04, the State is authorized to enter into necessary agreements for participation in a nationwide police communication system;

Under Minn. Stat. § 626.76 the State has authority to assist other peace officers in the line of their duty and within the course of their employment;

Under Minn. Stat. § 299C.46, Subd 2., the Governmental Unit is defined as a Criminal Justice Agency; and throughout this Agreement will adhere to and maintain a valid Criminal Justice Data Communications Network Agreement with the Minnesota Bureau of Criminal Apprehension (BCA) for obtaining and accessing Criminal Justice Information System (CJIS) information;

Under Minn. Stat. §§ 171.12, 171.07 Subd. 1 (a) and 168.346, and United States Code, title 18, section 2721, # 1, the Governmental Unit's law enforcement officers are authorized access to driver and vehicle information and to driver license photos for use in carrying out their duties; and

Through this agreement, the Governmental Unit is requesting connection to and access to information provided by the State's I/Mobile System for the Governmental Unit's officers for obtaining information necessary to their duties while away from the office.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** January 1, 2010, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** December 31, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Upon expiration or termination of this agreement, the Governmental Unit must immediately discontinue accessing any information provided by the State's I/Mobile System as provided in this agreement.

2 Agreement between the Parties

The purpose of this agreement is for the State to provide the Governmental Unit with access to the State's I/Mobile system, through software purchased and installed by the Governmental Unit on the Governmental Unit's laptop computers mounted in the Government Unit's vehicle(s).

The properly installed software and system will give the Governmental Unit:

- a) The ability to run driver's license checks, vehicle checks, driver license photos and additional Criminal Justice Information System (CJIS) queries, authorized by the BCA. The Governmental Unit agrees, pursuant to Minn. Stat. § 171.07 Subd. 1a., driver license photos may be shared with law enforcement only for the purpose in the investigation and prosecution of crimes. The Governmental Unit further agrees that additional CJIS query data information is provided under Minn. Stat. § 13.82 Subd. 24., authorizing the exchange of information by law enforcement agencies provided the exchanged information is pertinent and necessary to the requesting agency in initiating, furthering, or completing an investigation, except no public personnel data.
- b) The Governmental Unit's officers will also be able to use the provided State's I/Mobile map to show all signed on/GPS (Global Positioning System) enabled State units. The Governmental Unit's vehicle(s) will also show up on this map provided that Governmental Unit has GPS enabled vehicles and the unit is currently signed into the State's I/Mobile system.
- c) The ability to send and receive Mobile messages to other units signed on to I/Mobile system.
- d) The ability to query location of signed on State I/Mobile units and Governmental Unit Mobile units.

The Governmental Unit will provide/install their vehicles which they want capable to be equipped with the State's I/Mobile system with equipment that conforms to specifications provided by State and listed in Exhibit A, which is attached and incorporated into this agreement.

The Governmental Unit will maintain the system administration user ID (Identification)/password for all the Governmental Unit's computer laptops installed with the State's I/Mobile system software, and will provide the State's information technology (IT) staff access to the Governmental Unit's laptop computers as required for installing the State's I/Mobile system software onto the Governmental Unit's computer laptops. The Governmental Unit's system administration password must be a strong password composed of at least 8 characters including at least one upper case, one lower case, one special character and one number.

Prior to the State installing the State's I/Mobile system software onto the Governmental Unit's laptop computers, the Governmental Unit must acquire the necessary computer software (Intergraph's I/Mobile, an anti-virus package such as Norton or McAfee, MS Windows, and any other applications such as Easystreet Draw), and pay all software maintenance/upgrade fees for these software packages directly to the providing software vendor. This is the responsibility of the Governmental Unit, not the State.

During the terms of this agreement, the Governmental Unit will provide the State's IT staff with access to the Governmental Unit's laptop computers, loaded with the State's I/Mobile system software, for the purpose of the State providing State I/Mobile system maintenance/upgrades and for troubleshooting purposes. The State's Authorized Representative of this agreement will designate a set period of time for providing and completing these system maintenance/upgrades, and will schedule the necessary maintenance/upgrades with the Governmental Unit's Authorized Representative of this agreement to determine a mutually agreed upon location and time to complete the maintenance/upgrades required.

The Governmental Unit shall establish a policy for safe usage of I Mobile/Mobile Data Computers for officers/supervisors that includes how governmental unit emergencies will be addressed. Any Unit Alarms including unit emergency initiated from Mobile Data Computers will not be displayed or monitored by MSP Dispatchers. I Mobile messages from other agencies shall be considered confidential for purposes of this agreement. There will be no expectation by the Governmental units that MSP Dispatchers will relay or broadcast by any means to Governmental Units any informational messages of any type, including and not limited to "Attempt to Locate (ATL), Be on the Look Out (BOLO), Officer Safety messages", or any other informational items).

The State's Authorized Representative of this agreement will notify the Governmental Unit's Authorized Representative of this agreement at least 3 working days in advance of scheduled system maintenance/upgrades as well as scheduled outages. It is understood that computer systems are not available 100% of the time and sometimes there are unplanned outages.

To be a part of this program and to have the State's I/Mobile system software loaded on the Governmental Unit's computer laptops, the Governmental Unit must adhere to the requirements of the State and other agencies, which are listed in Exhibit B, which is attached and incorporated into this agreement.

Any modifications to the Exhibits of this agreement will be emailed to the Governmental Unit's Authorized Representative of this agreement by the State's Authorized Representative of this agreement, and will be printed out and kept on file with the executed copy of this agreement, and are hereby incorporated into the agreement by reference. The Governmental Unit's Authorized Representative of this agreement is required to acknowledge receipt of exhibit modifications by email back to the State's Authorized Representative within 20 working days.

3 Payment

While the State is receiving federal funding for this Allied Agency initiative, the Governmental Unit will not be charged for the use of the State's I/Mobile system. This Allied Agency initiative is currently federally funded through September 30, 2010, and this federal funding may be extended on an annual basis. If the federal funding is not extended beyond September 30, 2010, the State will give the Governmental Unit 60 days written notice before the expiration date of the federal funding and the begin date for charging the Governmental Unit for the use of the State's I/Mobile system software. Once charging begins, consideration for services provided by the State will be paid by the Governmental Unit to the State at a rate of \$30.00 per month for each Governmental Unit's computer laptop loaded with the State's I/Mobile system software. Payment to the State is to be made payable to the Minnesota Department of Public Safety, and sent directly to the Minnesota State Patrol – Accounts Receivable, at 444 Cedar Street, Suite 130, Town Square, St. Paul, Minnesota 55101.

The State is not responsible for software purchased, or software/maintenance or license fees required by Intergraph Corporation or any other vendor. These fees are the responsibility of the Governmental Unit and are to be paid directly to the vendor(s). The State is also not responsible for the care and upkeep of equipment, hardware and other software purchased by the Governmental Unit.

The State is also not responsible for any damages caused by the Governmental Unit and/or its employees or vendors due to, or thought to be caused by the Governmental Unit's usage or removal of the system, e.g., any vehicle or property damages.

The State is not responsible for installation or removal costs or related costs on the loaner program. On the loaner program, the state is responsible for repairs to the MDC and VRM modems for the first six (6) months. If the loaner program goes beyond six (6) months, the loaner agency is responsible for repair costs to the MDC or VRM. The agency has the option of returning the equipment without replacement in lieu of paying for repairs. Assets loaned will be documented and signed for at issuance and upon return of the equipment.

If NetMotion software is required to connect to the State's I-Mobile system, the State will allow the Governmental Unit to use the State's NetMotion license at no charge, as long as there are licenses available.

If the federal funding expires, the State will invoice the Governmental Unit monthly and in arrears of services provided beginning no sooner than November 1, 2009, and itemized invoices are due and payable in full within thirty (30) days of the invoice date.

Invoices not paid within 90 days from the invoice date will be turned over to the Minnesota Department of Revenue for collection. If collection is unsuccessful, invoice shall be turned over to a collection agency. The State may charge interest. See, Minnesota Statutes, Section 16D.13, subd. 2. For this purpose the Governmental Unit will provide their federal taxpayer identification number to the State: 416005499.

Also, if the Governmental Unit has not paid their invoice to the State within 90 days, the Governmental Unit's use of the State's I/Mobile system will be terminated by the State.

4 Authorized Representatives

The State's Authorized Representative is Doug Sailer, Program Manager, 444 Cedar Street, Suite 130, Saint Paul, MN 55101, 651-201-7110, or his/her successor.

The Governmental Unit's Authorized Representative is Ward Anderson, Chief of Police, 114 2nd St. NE, Roseau, MN 56751, 218-463-3129.

5 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

6 Liability

The Governmental Unit will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement. The Governmental Unit's

liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01-466.15 and other applicable law.

7 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit’s books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

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

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will either give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released or submit the data directly to the appropriate party.

9 Venue

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

10 Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the execution of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to reimbursement, determined on a pro rata basis, for unfilled services to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State’s receiving that notice.

10.3 Upon expiration or termination of this agreement, the Governmental Unit must immediately discontinue accessing any information provided by the State’s I/Mobile System as provided in this agreement.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that no encumbrance is required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract No. DPS-I-0015

3. STATE AGENCY

By:

(with delegated authority)
Title: Chief, Minnesota State Patrol

Date:

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

2. GOVERNMENTAL UNIT

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

By:

By: _____

(with delegated authority)

Date:

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency
Governmental Unit
State's Authorized Representative - Photo Copy

Exhibit A
(Page 1 of 1)

Specifications for Governmental Unit:

Each Governmental Unit's squad (unit) that the Governmental Unit wants equipped to mount a computer laptop for this system will need to have the following:

Laptop computer

Communication via modem (using Patrol's RF) or via cellular aircard with NetMotion
Cables for modem (if using State's Radio Frequency (RF) / GPS installation (optional)

Optional:

GPS

Docking station (highly recommended to prevent laptop from sliding around vehicle)
Magnetic Stripe reader (used to read drivers' licenses into I/Mobile and then into the BCA's Criminal Justice Information System (CJIS) screen)

Laptop computer requirements:

At least 512 meg memory (State standard is at least 1 gig memory as additional applications are running)

10 GB hard drive

Windows XP

CD ROM drive (DVD/combo drive will work)

2 serial ports if using Motorola modem (RF communications)

1 serial port if using cellular and also GPS

Software:

NetMotion – if using cellular

I/Mobile – Intergraph Corporation

Anti-virus package (Norton or McAfee)

Window XP (can run 2000 but will function better with XP) ***No Vista at this time

Users will need full access to C Drive on laptop

Exhibit B
(Page 1 of 1)

Governmental Unit must adhere to the following requirements:

1. Must follow all specifications and requirements from Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA) for access to the Criminal Justice Information Systems, including meeting BCA CJIS training and certification requirements for access to CJIS data.
2. All messages are to be kept pursuant to the Minnesota Data Practices Act.
3. Governmental Unit's Authorized Representative (or designate) must review I/Mobile messages monthly to ensure conformity to standards outlined in Exhibit C, of this agreement, which is attached and incorporated into this agreement.
4. Governmental Unit must comply with any additional requirements from the BCA in a timely manner.
5. In the event that a Governmental Unit's computer is damaged or decommissioned, it is the Governmental Unit's responsibility to clean the hard drive of all confidential material.
6. Governmental Unit will keep all passwords secure including the system administrator's, user's and I/Mobile system software's. Passwords will not be shared or posted.

Exhibit C
(Page 1 of 1)

I/Mobile messages must be reviewed by the Governmental Unit's Authorized Representative for the following:

1. Appropriate language (no foul language or statements)
2. No racial or sexual messages
3. No harassing messages
4. Keep the messages small
5. Sending messages to appropriate audience (not appropriate to send information to wide audience if only appropriate to selected individuals)
6. Business use only

Message logs are to be sent to the State's Authorized Representative of this agreement on a monthly basis. Any concerns or questions should be raised immediately as messages are only retained by the State for 90 days. GPS data is retained by the State for 30 days only.

If a request for message logs is received by the Governmental Unit, contact the State's Authorized Representative of this agreement or designee.

I/Mobile Messages are not guaranteed to be delivered. Always use an alternative method, e.g., radio or cell phone if message is critical for the recipient(s).

After discussion Council member Curt Ireland motioned to accept Anthony Hart's letter of resignation effective June 26th, 2010 and approve the hiring of Marc Hodge currently a part time police officer to a full time police officer effective June 27th, 2010, seconded by Council member Linda Vatnsdal, carried by unanimous vote.

City Attorney Pat Moren advised the City Council that he had spoken with Tom McFarland Attorney for the Minnesota Northern Railroad, who advised that Minnesota Northern Railroad is close to a resolution with the historical aspects of abandonment of the railroad line and therefore should be in a position to deed to the City of Roseau the necessary railroad lands required for the cities east diversion project, and that removal of the railroad tracks which actions should be appearing in the near future. Attorney Tom McFarland further advised that he would be obtaining partial releases of the Minnesota Northern Railroads currently existing mortgages encumbering said real estate.

Community Development Coordinator Todd Peterson reported on the following:

- Roseau East Diversion Project Update (May 31, 2010) on file at the Roseau City office. Not a lot has changed, the land acquisition is going forward.
- Jon Vagle representing Border Insurance Network has made a request to bid to be the City of Roseau's service agent for the League of Minnesota Cities Insurance Trust (LMCIT) property/casualty/program that will be up for renewal on July 31st, 2010. Council consensus was that City Attorney Pat Moren draft bid specs and to advertise for the bids.
- Council consensus was to continue the Workmans comp plan that is currently in place.
- Year to Date City Revenues & Expenditures (May 2010) handout.
- Roseau Court Townhomes – the inspection of the Townhomes found no deficiencies.

After discussion Council member Curt Ireland motioned to not renew the Minnesota Association of Small Cities Membership for 2010 and 2011, Council member Gerry Schiltz seconded, and it was carried by unanimous vote.

Council member Gerry Schiltz motioned, Council Member Curt Ireland seconded, and it was carried by unanimous vote that there was not further business, therefore the meeting be adjourned.

ATTEST:

City Clerk

Mayor

