

**REGULAR ROSEAU CITY COUNCIL MEETING
MONDAY – MAY 3RD, 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, Roseau County Commissioner Jack Swanson-KJ102, Lyle Grindy, Barrette Hoosier, Elaine Swenson, and Burt Bassett.

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

Council member Curt Ireland motioned, Council member Pat Novacek seconded and it was carried by unanimous vote to approve the April 5th, 2010 minutes as presented.

Council member Linda Vatnsdal motioned, Council member Gerry Schiltz seconded and it was carried by unanimous vote to approve the April 26th, 2010 minutes as presented.

Council member Pat Novacek motioned, Council member Linda Vatnsdal seconded and it was carried by unanimous vote to approve the following Consent Agenda items:

- a. Accounts payable claims from April 1st, 2010 through April 30th, 2010 as presented, with a batch number of AP04302010 and is filed in edit books in the City Clerk's Office.
- b. Daily Batch checks written from April 1st, 2010 through April 30th, 2010 were audited, approved and are filed in edit books in the City Clerk's Office.
- c. Receipt entries March 1st, 2010 through March 31st, 2010 were audited, approved and are filed in edit books in the City Clerk's Office.
- d. Journal entries February 1st, 2010 through February 28th, 2010 were audited, approved and are filed in edit books in the City Clerk's Office.
- e. A review of February 2010 General Ledger checks written compared with check images on the bank statements found no irregularities.
- f. Upcoming meetings –
 - a. June 7th 2010 Regular meeting at 5:00 p.m.
- g. Approve the use of alcohol in the Community Center change from Dec 11th, 2010 to Dec 18th, 2010.
- h. League of Minnesota Cities letter regarding Governor Pawlenty signed into law the first supplemental budget bill, Chapter 215 (HF 1671).
- i. LMC notifying cities the league is now accepting nominations for the 2010 City of Excellence Awards.
- j. LMC information if there are City Officials interested in serving on the League of Minnesota Cities (LMC) Nominating Committee to assist in the selection of new members for the 2010 Board of Directors.
- k. LMC email from Brian Strub – Ice Arena Mandate Bill Skates on.
- l. Liquor Store Sales 1st Quarter 2010.
- m. Liquor Store monthly sales on March 2010.
- n. Liquor Store monthly sales April 2010.
- o.

**#R 17- 10
RESOLUTION**

BE IT RESOLVED, that Leland Lunos is hereby appointed Director and Todd Peterson is appointed Advisor as City of Roseau representatives on the Northern Municipal Power Agency Board for May 1, 2010 to April 30, 2011.

ATTEST:

s/s Janet Lundbohm
Janet Lundbohm, City Clerk

s/s Jeff Pelowski
Jeff Pelowski, Mayor

P.

AIRPORT OPERATION AGREEMENT

THIS AGREEMENT is made and entered into this January 1, 2010, by and between the City of Roseau, Minnesota, party of the first part, hereinafter referred to as the City, and Roseau Aviation, Inc.

In consideration of the mutual covenants herein contained, the parties recite and declare that:

- A. The City is the owner of an airport known as the Roseau Municipal Airport, Roseau, Minnesota, hereinafter referred to as the Airport, which includes all facilities within airport boundaries (except 6 stall south hangar and 3 private hangars).
- B. That Roseau Aviation desires to provide services of an Airport Operator who will attend said Airport facility at all reasonable hours in furtherance of the proper operation and maintenance of said Airport and in service to the general public.
- C. That Roseau Aviation is authorized, but not obligated, to engage in the business of providing air transportation, flight training, sale of aircraft and related goods, and maintenance and repair of aircraft.
- D. That Roseau Aviation will control certain premises, facilities and rights for a commercial operation and to operate the Roseau Municipal Airport facility.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

SECTION I. TERM OF AGREEMENT

That Roseau Aviation, Inc., is hereby contracting with the City of Roseau, Minnesota, to operate and manage the Roseau Municipal Airport for a period of twelve (12) months commencing January 1, 2010, and terminating on December 31, 2010.

SECTION II. COMPENSATION OF AIRPORT OPERATOR

As compensation for the time period provided in Section I, the Roseau Aviation shall receive a financial subsidy from the City of Roseau in the sum of \$1,615.00 per month for the time period provided in Section I and, in addition, shall be entitled to lease, for commercial operation, the Airport facilities which are the subject of this Agreement as hereinafter stated. Roseau Aviation, in addition to the financial subsidy, shall receive as commission 50% daily or 20% monthly of the rentals for the ten stall T-hangar owned by the City. All rentals received for the City in any month by Roseau Aviation shall be paid to the City Clerk's Office by the last working day of the month in which said rental is received. City owned T-hangar rents shall be collected by Roseau Aviation and Roseau Aviation shall, monthly, pay such sums less commission to the City. Roseau Aviation shall be responsible for notifying and collecting delinquent accounts. Said Roseau Aviation shall also be entitled to any salary paid to him by a commercial airline with respect to the duties of a ticket agent and related services.

SECTION III. SERVICES OF AIRPORT OPERATOR

Roseau Aviation agrees to conduct and manage the physical operation of the Roseau Municipal Airport in a businesslike manner. Roseau Aviation shall perform, but not be limited to performing, the following services on the premises:

- A. Providing advisory services to aircraft, both airborne and on the runways of Airport, in accordance with all federal, state and local rules and regulations.
- B. Controlling aircraft parking and tie-down facilities.
- C. Acting as ticket agent for any commercial airline approved by the City to operate into and out of Roseau Municipal Airport, to include baggage handling, and the provision of a passenger lounge.
- D. Operating and monitoring radio transmission equipment between the Airport and aircraft.
- E. Overseeing snow removal on the Airport.
- F. Providing to the City Council, through the City Airport Commission, budgets for Airport maintenance and Airport improvements.
- G. Assuring personnel are available to the Airport at such times as are reasonable for the operation of the Airport, it being the intention of the parties to is Agreement that the Airport facility shall be operated and attended on a twelve (12) month operation schedule and that all services to be provided under this Agreement shall be made available throughout the year, weather conditions permitting.
- H. Monitoring, ordering and pricing fuel for aircraft.
- I. Providing the fueling and lubrication of aircraft.
- J. In addition, Roseau Aviation agrees to make every reasonable attempt to secure repair and maintenance services for aircraft.
- K. Roseau Aviation agrees to make runway inspection, light inspection, ordering necessary supplies and maintenance required to insure compliance with FAA standards.

In addition to the above, the parties hereto agree that Roseau Aviation shall have the right to operate a restaurant or facility for eating and for the sale of non-alcoholic beverages on the hereinbefore described premises including that portion retained by the City and to install vending equipment and to dispose and sell goods related to a commercial operation. Roseau Aviation shall also be

permitted to install and maintain advertising signs on the Airport premises, providing he first obtain the consent of the City and, if applicable, the consent of the Lessees of agricultural land on the Airport.

SECTION IV.
RULES AND REGULATIONS

That said Roseau Aviation shall be responsible for the enforcement of all federal and state rules and regulations and nay existing City or Roseau ordinances and rules and regulations, and those which from time to time may be promulgated by the City Council of the City of Roseau. No alcoholic beverages shall be consumed on the Airport premises.

SECTION V.
LEASE OF FACILITY

For the purposes of Roseau Aviation's commercial operation, the City demises and lets unto Roseau Aviation that premises generally referred to as the Roseau Municipal Airport administration building-repair shop and hangar, fuel storage facilities, and for assuring operability of related facilities (i.e. lighting) located in the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section Sixteen (16) in Township One Hundred sixty-two (162) North, Range Thirty-nine (39) West, Roseau County, Minnesota. This lease allows Roseau Aviation the right of reasonable ingress and egress to the leased facility. The City reserves a space in the lobby of the administration building comprising an area 8' x 10' for the purpose of leasing to a commercial airline to provide for airline ticket sales, baggage checking and other related activities generally carried on by a commercial airline; provided, however, that any rentals derived therefrom shall be paid directly to Roseau Aviation and further provided that Roseau Aviation shall be permitted to use the reserved space when not in conflict with the use intended by the City, the determination of the City being final in this regard. Roseau Aviation shall be entitled to all profits derived from his commercial operation and, in addition, shall be entitled to any rentals from the tie-down space or aircraft storage space adjacent to the Airport administration building-hangar and apron.

SECTION VI.
MAINTENANCE AND REPAIR OF BUILDINGS

Roseau Aviation agrees during the term of his lease to keep in good order and repair all buildings and structures demised herein. It shall, however, be the obligation of the City as recommended by the Airport Board to make all major repairs not occasioned by the fault or neglect of Roseau Aviation and to paint the exterior of the buildings and structures and to keep the roofs of the buildings in repair.

SECTION VII.
CIVIL RIGHTS ASSURANCES

Roseau Aviation, in the use of the Roseau Municipal Airport, shall not on the grounds of race, color, national origin or religion discriminate or permit discrimination against any person or group of persons or in any manner conduct activities prohibited by Part 21 of the rules and regulations of the U.S. Secretary of Transportation. Roseau Aviation further agrees to comply with any requirements made to enforce the foregoing which may be demanded of the City by the U.S. Government under the authority of said Part 21.

SECTION VIII.
FAIR AND UNDISCRIMINATORY SERVICES

Roseau Aviation, in the conduct of his authorized aeronautical business activities on the aforementioned premises and on said Airport, shall furnish good, prompt and efficient service which meets the demands for this services at the airport and shall furnish such services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of sale or service; provided, however, that Roseau Aviation shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

SECTION IX.
NON-EXCLUSIVE RIGHTS

Roseau Aviation shall have the right and privilege of engaging in and conducting his commercial operation on the premises of the Roseau Municipal Airport as set forth hereinabove; provided, however, that this Agreement shall not be construed in any manner to grant Roseau Aviation, or those claiming under him, the exclusive right to the use of the premises and facilities of said Airport other than those premises leased exclusively to Roseau Aviation as hereinabove stated.

SECTION X.
GENERAL PROVISIONS AND REQUIREMENTS
(FEDERAL AVIATION ADMINISTRATION)

Roseau Aviation for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- A. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport.
- B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- C. That Roseau Aviation shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitles A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said regulations may be amended.

Roseau Aviation agrees to operate the airport premises for the benefit of the public:

- (1) To furnish good, prompt and efficient service adequate to meet all the demands for its service at the airport.
- (2) To furnish said service on a fair, equal and nondiscriminatory basis to all users thereof.
- (3) To charge fair, reasonable and nondiscriminatory prices for each unit of sale of service, provided that the Roseau Aviation may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

SECTION XI. INSURANCE

Roseau Aviation shall insure and maintain in force all amounts of insurance covering the Roseau Aviation's activities in the amounts required by the State Department of Aeronautics of the State of Minnesota. Roseau Aviation shall furnish to City complete copies of all insurance policies obtained by said Roseau Aviation in compliance with said rules and regulations and Roseau Aviation agrees to notify City in writing of any amendments or cancellations of said policies. Roseau Aviation shall acquire and maintain in force a liability insurance policy with a company meeting the approval of the City and that said liability policy shall have adequate coverage protecting the Roseau Aviation and City herein.

Roseau Aviation shall not be obligated to insure any City buildings or property on the premises for loss or damage by fire or windstorm.

SECTION XII. INDEMNIFICATION OF CITY

Roseau Aviation agrees to indemnify the City against all liability for injuries to persons or damages to property caused by Roseau Aviation's negligent use or occupancy of the leased premises; and the City agrees to give to Roseau Aviation prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, affects the Roseau Aviation.

SECTION XIII. TERMINATION BY ROSEAU AVIATION

If the City fails to perform any act or acts or render any service required to be performed or rendered by the City under the terms of this Agreement, and if the City fails to remedy any such default in a manner reasonably satisfactory to Roseau Aviation, then fifteen (15) days following the receipt from Roseau Aviation of written notice to remedy the same, Roseau Aviation may elect to terminate this Agreement by giving thirty (30) days written notice to the City. In the event the Roseau Aviation decides to terminate without cause, he shall give thirty (30) days notice.

SECTION XIV. TERMINATION BY CITY

If Roseau Aviation fails at any time to conform to his obligations pursuant to the terms of this Agreement, then the City may, at its option, terminate this Agreement. The City shall also have the right to terminate this Agreement in the event of any violation of the rules and regulations governing the use of the Roseau Municipal Airport or of any federal, state or local laws, ordinances, rules or regulations.

SECTION XV. SURRENDER OF POSSESSION

On the expiration or other termination of this lease, Roseau Aviation's right to use the premises, facilities and services described herein shall cease and Roseau Aviation shall vacate the premises without unreasonable delay. Upon said expiration or other termination, Roseau Aviation shall have thirty (30) days in which to remove his commercial operation and all personal property related thereto from the premises of the Roseau Municipal Airport. In the event that Roseau Aviation fails to vacate as herein provided, Roseau Aviation hereby agrees that the City may have all of the property comprising Roseau Aviation's commercial operation removed from the Roseau Municipal Airport at the expense of Roseau Aviation.

Roseau Aviation agrees that upon termination of this lease in any manner, he will yield up the premises to the City in as good condition and repair as it was found at the commencement of this lease, reasonable wear and tear, loss by fire, and damage from the elements excepted and further excepting those conditions which are the responsibility of the City to repair.

SECTION XVI. INSPECTION BY CITY

The City or their representatives, the Roseau Airport Committee, may enter upon the leased premises at any reasonable time for any purpose necessary or incidental to the performance of his obligations hereunder or to ascertain compliance with the applicable rules and regulations of the Roseau Municipal Airport.

SECTION XVII
ASSIGNMENT AND SUBLETTING

Roseau Aviation shall not at any time assign or sublet his rights under this Agreement or any part thereof without the written consent of the City.

SECTION XVIII
NOTICES

Notices provided for herein shall be sufficient if sent by certified mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.

SECTION XIX.
SEVERABILITY

This agreement shall be construed under the laws of the State of Minnesota. Any covenant, condition, or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the City or Roseau Aviation in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

SECTION XX.
EFFECT OF AGREEMENT

All the covenants, conditions and provisions in the Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, the said City has caused these presents to be executed in its corporate name by its Mayor and its City Clerk and its corporate seal hereunto affixed, and said Roseau Aviation has hereunto set his hand the day and year first above written.

CITY OF ROSEAU

Jeff Pelowski: Mayor

Janet Lundbohm, Clerk

Arlen Sandland
Roseau Aviation, Inc.

q.

#R 18-10
RESOLUTION

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the City of Roseau hereby declares that the position titled Police Officer, currently held by Stacy A. Wiseth, meets all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;

4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the above-named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire salary deduction by the governmental subdivision.

STATE OF MINNESOTA

COUNTY OF ROSEAU

I, Janet Lundbohm, clerk of the City of Roseau, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 3rd day of May, 2010; the original of which is on file in this office. I further certify that five members voted in favor of this resolution and that five members were present and voting.

Signed: s/s Janet Lundbohm

Date: May 3rd, 2010

- r. Solid Waste Planning Committee Notice of Meeting for 7:00 PM, Tuesday, May 18th, 2010 at the Roseau County Courthouse.
- s. Investment-Roseau EDA Hi Fi as of 04/27/2010 is \$116,075.94.
- t. Cash in bank-DNR Escrow as of 04/27/2010 is \$289,000.00.
- u. Cash in bank-Regular checking as of 04/27/2010 is \$1,138,122.56.
- v. Investment-Regular Hi Fi as of 04/27/2010 is \$3,213,345.98.
- w. Cash in bank-Liquor Credit Card as of 04/27/2010 is now included in the Regular checking account fund amount and will no longer be listed separately.
- x. Cash in bank-Airport Fuel Sales Credit Card as of 04/27/2010 is \$2,865.26.
- y. Investment-Roseau EDA Money Market as of 04/27/2010 is \$82,923.97.
- z. Cash in bank-Pine to Prairie Birding Trail as of 04/27/2010 is \$8,527.12.
- aa. Cash in bank-Scandinavian Festival as of 04/27/2010 \$4,474.19.
- bb. Cash in bank-Roseau Community Youth Project as of 04/27/2010 is \$3,324.14.
- cc. Cash in bank-Welcome to Roseau as of 04/27/2010 is \$1,162.17.
- dd. Cash in bank-Roseau EDA as of 04/27/2010 is \$3,612.09.
- ee. Elaine Swenson representing the Legion is requesting permission from the City Council to hold a street dance (as has been done in the past) for July 17th, 2010 for the hockey reunion. Elaine will work with City Superintendent David Drown and Chief of Police Ward Anderson in closing off the street with barricades and if it rains the event will be held inside the Legion.
- ff. LMC info regarding the Minnesota Jobs Stimulus Law online briefing Friday, May 7 at 1 p.m.

Promotions Director Lyle Grindy reported on the following:

- He and Darrin Smedsmo attended a workshop in Thief River Falls "Guide to Canadian Marketing" sponsored by Explore Minnesota Tourism.
 - a. Hub and Spoke Promotion.
 - b. Golf stay over...fishing combinations.
 - c. Canadian dollar at par.
 - d. Offer a good package.
 - e. Work with Canadian Bus Tours.
- The Convention and Visitors Bureau is working on an ad in the Winnipeg Free Press Golf section.
 - a. Free round with purchase of an 18- hole round and cart rental.
- Roseau "CAPITAL OF THE STATE OF HOCKEY" – Terry Gotziaman said a program is tentatively set for June 21st, 2010, where the Minnesota Wild representatives will present the flag.
 - a. The CVB and C&C would like to make this a big event.
- The CVB and C&C had a booth at the North Country Expo 2010.
 - a. It was reported by Joseph Bain promoter that attendance was double from last year, and vendor count was up for 30-40 spaces last year to 110 spaces this year.

Community Development Coordinator Todd Peterson reported that the request for a rezoning Public Hearing for the City of Roseau was withdrawn after discussions with the individual who purchased the city lot being considered for the rezoning.

Council member Pat Novacek motioned, Council member Curt Ireland seconded, and it was carried by unanimous vote to approve the Todd Peterson (#2-2010) Variance request to build a porch to the front of his house with a front yard setback of 26.5' in lieu of the 30' front yard setback required, a 3.5' front yard setback Variance, as recommended by the Planning Commission.

The Planning Commission motioned to change the May 31st, 2010 Regular Planning Commission meeting to May 24th, 2010 because the last Monday of the month falls on Memorial Day and to schedule the "Tour of the City" for May 24th, 2010 from 9:00 AM to 11:30 AM and the Planning Commission meeting will start at 12:00 Noon.

The Planning Commission read a note from the Roseau City Shop that clean up week is scheduled for May 3rd to May 7th, 2010.

Council member Pat Novacek motioned, Council member Curt Ireland seconded, and it was carried by unanimous vote to set a Public Hearing for May 24th, 2010 to consider the Alive Outdoors (#5-2010) 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 Gerry Schiltz seconded, and it was carried by unanimous vote to set a Public Hearing for May 24th, 2010 to consider the Burt Bassett (#6-2010) Variance request to remove the 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.

Council member Pat Novacek motioned, Council member Curt Ireland seconded, and it was carried by unanimous vote to set a Public Hearing for May 24th, 2010 to consider the Geroy's Home & Appliance (#4-2010) (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.

City Attorney Pat Moren reported at the Planning Commission meeting that his office had researched the Minnesota Statutes in regards to abandoned trailers and what the procedure would be to have those trailers removed at West Side Trailer Court and the Planning Commission recommended that this information be forwarded to the property owners of West Side Trailer Court.

An updated clean up report was given to the Planning Commission:

- The dumpsters at West Side Trailer Court have been cleaned up.
- CDC Peterson reported that R & Q Trucking has cleaned up the property formerly leased from BNSF by Howell Steel.
- Dave Anderson reported that the County Commissioners are working on a plan to address the confiscated vehicles that are being stored on property south and east of the South Side Car Wash by the Court House.

Roseau County Commissioner Jack Swanson reported on the following:

- The County is working with the fair board to use one of the buildings at the fair grounds to store the confiscated vehicles that are being stored on the property south and east of the South Side Car Wash by the Court House.

- Cities of Roseau, Warroad and Greenbush and Roseau County met to talk about collaborations within law enforcement.

Community Development Coordinator Todd Peterson reported that the Operations Committee met on April 19th, 2010 (minutes are on file at the Roseau City Office).

- City of Roseau NIMS Compliant Policy and Procedure Adoption, the committee reviewed the information presented by Pat Novacek for the Roseau NIMS policy and procedure plan and recommended that it be moved to the City Council for adoption.
- The committee discussed the Credit Card proposal to accept credit card payments for utility billings. After review of the existing utility payment procedures and the process for reconciling Liquor Store and Airport credit card payments, the committee recommended not to institute the acceptance of credit cards within the Utility Billing Department. However Liquor Store Manager Brad Wiberg will monitor this new credit card provider's service (Automated Financial Services) at other local businesses for a few months and see if there is financial merit in switching to their services over our current servicer, Heartland Processing.
- Sue Jennings has provided her intent to retire February 2011 upon an agreement with the City Council to provide her with an early retirement package that provides a city contribution towards her individual health insurance coverage until she reaches the age of 62 as has been past policy. The request was tabled by the committee upon further research by the City Attorney into potential issues with the city's existing collective bargaining agreement with the Employees Association.

After discussion Council member Pat Novacek made a motion to implement the NIMS Compliant Policy and Procedure Plan, seconded by Council member Gerry Schiltz, and it was carried by unanimous vote.

Council Member Gerry Schiltz reported that Oakcrest Golf Course is up and running and they are working on scheduling their tournaments for the summer and they have indicated that they have some issues with a couple pieces of older equipment.

Community Development Coordinator Todd Peterson reported that the Airport Committee did not meet and the fuel inspection service contract is not applicable.

Council Member Linda Vatnsdal reported that the beautification committee is self supporting and they do not have any new improvements scheduled for this year and will continue to maintain their projects they currently have (flower baskets etc.).

CDC Peterson reported that the EDA met on April 28th, 2010 and that the EDA is still waiting for the delivery of the AURI gasification plant.

Art Nash from UMC is proceeding with the market area profile after being provided with the edited local business listing.

The commercial rehab grant that was implemented after the 2002 flood has a payback amount of just over \$126,000.00 and the EDA is requesting from the City Council to put that money with EDA money to develop a grant for business assistance. Irene Wynne, Wynne Consulting, will check to see what the rules apply to the use of the funds for future business assistance programs.

After discussion Council member Pat Novacek made a motion to allow transfer the commercial rehab repayments to the Roseau EDA for business assistance, Council member Curt Ireland seconded and it was carried by unanimous vote.

Liquor Store Manager Brad Wiberg reported that the Liquor store had a good month in April because of the weather. Council member Gerry Schiltz commended Liquor Store Manager Brad Wiberg on the good job that he doing at the Liquor Store.

Council member Pat Novacek reported that he is working on two grants for the fire department for communications and equipment.

Chief of Police Ward Anderson reported that he is working with City Superintendent David Drown for the location of outdoor warning sirens within the city. Chief Anderson stated that Clifford Skime made a \$250.00 donation to the Roseau Police Department and the Roseau Fire Department after being rescued from the river. After discussion the City Council recommended Chief Anderson (on the recommendation of Chief Anderson) to purchase rescue equipment with the money (life vests, throw rope, etc.).

Council member Pat Novacek made a motion to award the 2010 Streets Reconstruction Project to the low bidder Wagner Cosntruction in the amount of \$367,110.20, Council member Linda Vatnsdal seconded the motion, and it was carried by unanimous vote.

Council member Pat Novacek made a motion to concur with Roseau County to award the 2010 Countywide Bituminous Paving Contract to the low bidder Knife River, seconded by Council member Curt Ireland, carried by unanimous vote.

City Superintendent David Drown requested to hire a relative for a part time position for watering the flowers and working in the city shop office. He stated that this individual was the top candidate for the position after review of the applicants by CDC Peterson, Park and Recreation Director Chad Johnson and after interviews of the applicants conducted by April Kasprovicz. Council member Curt Ireland made a motion for City Superintendent David Drown to hire his relative for watering the flowers and working in the city shop office, Council member Linda Vatnsdal seconded and upon vote being taken thereon, the following voted in favor thereof: Mayor Jeff Pelowski, Council member Curt Ireland, Council member Linda Vatnsdal, Council member Gerry Schiltz.

And the following voted against the same: Council Pat Novacek

And the following abstained: None

And the following were absent: None

Whereupon said motion was declared duly passed.

CDC Peterson handed out the Roseau East Diversion Project Update (April 28th, 2010) which is on file at the Roseau City office and reported that there is not a lot of change. Reach 2A has been bid and awarded to Davidson Construction (\$2,173,395.00). The Corps will schedule a pre-construction meeting to be held within the next 2-3 weeks. Davidson has indicated that they will mobilize as soon as road restrictions are lifted and begin construction soon thereafter. CDC Peterson updated the City Council on land acquisition progress and the city will gain title to one additional parcel through eminent domain action along the T.H. 11 and that a deposit of \$75,000.00 has been made with the District Court.

CDC Peterson reported on the following:

- The Roseau City Center windows are in production at Marvin Windows and will be installed by Kraus Anderson with the completion being done next week. This will conclude the City Center projects and the money that is left over will take care of the expenses of the replacement of the windows.
- The MnDot Landscape Partnership Project grant agreement was received in the amount of \$11,000 and will pay 100% of the landscape material costs which were bid at \$10,937.64, MnDot may also pay landscape material costs up to \$12,000.00 if needed.
- George Gmach has started the process of updating the City of Roseau's pay plan, he will review job descriptions and then set up a time to contact employees to discuss their job descriptions.
- The insurance committee is reviewing insurance options and he is waiting to hear from the employees association if they are interested in pursuing other options.
- Reminded the City Council that this is a negotiating year and after discussion Council member Pat Novacek and Council member Linda Vatnsdal volunteered to be the negotiators for the City Council.

- Reported on a proposal that is being considered in the state legislature that would expand the requirements of the “Open Meeting Law” to all committees of the city creating undue burden for cities.
- Revised Year to Date City Revenues and Expenditures were provided by CDC which reflect only 2010 activities. The Year to Date City Revenues and Expenditures provided in the packet included December 2009 numbers. The East Diversion expenses are shown which have not been reimbursed yet.

Council member Pat Novacek made a motion to adopt the following resolution:

**R #19-10
MALUNG STREAM GAGE RESOLUTION**

WHEREAS, The City of Roseau, Minnesota experiences severe flooding of the Roseau River and the stream gage located on the Roseau River at Malung is the first warning sign for the City,

WHEREAS, the stream gage on the Roseau River at Malung is used by various local, state and federal agencies to gauge the amount of water that will be contributed to the Roseau River Watershed,

THEREFORE BE IT RESOLVED, that the Roseau City Council does hereby request that the Minnesota Department of Natural Resources continue the funding of this stream gage as a matter of public safety.

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

Voting against said resolution: None

Adopted this 3rd day of May, 2010.

s/s Jeff Pelowski
Mayor

s/s Janet Lundbohm
City Clerk

I hereby certify that the foregoing resolution is a true and correct copy of the original resolution adopted by the City Council of the City of Roseau on May 3rd, 2010.

s/s Janet Lundbohm
Janet Lundbohm, City Clerk

Council member Linda Vatnsdal made a motion to renew the Minnesota Association of Small Cities Membership for 2010 and 2011, Council member Curt Ireland seconded and after discussion Council Member Linda Vatnsdal withdrew the motion and Council member Curt Ireland withdrew the second and the City Council decided to table it until the June 7th, 2010 Regular City Council meeting after researching what the benefit for the City of Roseau is by being a member of the Minnesota Association of Small Cities.

Council member Linda Vatnsdal motioned, Curt Ireland seconded, carried by unanimous vote that there was not further business, therefore the meeting be adjourned.

ATTEST:

City Clerk

Mayor