

**REGULAR ROSEAU CITY COUNCIL MEETING  
MONDAY – JANUARY 3RD, 2011 @ 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 Gerry Schiltz, Pat Novacek, Linda Vatnsdal, and Curt Ireland. Others present were Community Development Coordinator Todd Peterson, City Superintendent David Drown, Chief of Police Ward Anderson, Liquor Store Manager Brad Wiberg, City Attorney Pat Moren, City Clerk Janet Lundbohm, Lyle Grindy, Roseau County Commissioner Jack Swanson- WILD 102 Radio.

Acting Mayor Gerry Schiltz called the meeting to order and the Pledge of Allegiance was said.

City Attorney Pat Moren gave the Oath of Office to Mayor Jeff Pelowski who was reelected and Council members Curt Ireland and Linda Vatnsdal who were reelected.

Council member Linda Vatnsdal motioned, Council member Curt Ireland seconded and it was carried by unanimous vote to approve the December 6th, 2010 minutes as presented.

Council member Linda Vatnsdal motioned, Council member Curt Ireland seconded and it was carried by unanimous vote to approve the December 15th, 2010 minutes as presented.

The following correction (s) addition (s) were noted in the continuation of the December 15<sup>th</sup>, 2010 (December 22<sup>nd</sup>, 2010) minutes.

- Page 1
  - Contract Length: 1 Year (January 1, 2011- December 31, 2011).  
The city contribute \$1,750.00 into each employee's HSA account (bi-annually), plus an additional one-time ~~lump-sum~~ contribution of \$1,000 into each employee's HSA account in January 2011.
- Page 1
  - Contract Length: 1 Year (January 1, 2011- December 31, 2011).  
The city contribute \$1,750.00 into each employee's HSA account (in bi-annual payments), plus an additional one-time ~~lump-sum~~ contribution of \$1,000 into each employee's HSA account (in bi-annual payments).
- Page 2
  - The City shall contribute a one-time ~~lump-sum~~ payment of \$1,000 into each employee's qualified HSA account in two bi-annual installments (January and July).
- Page 3
  - The City shall contribute a one-time ~~lump-sum~~ payment of \$1,000 into each employee's qualified HSA account in two bi-annual installments (January and July).
- Page 3
  - The City shall contribute a one-time ~~lump-sum~~ payment of \$1,000 into each employee's qualified HSA account in two bi-annual installments (January and July).

Council member Gerry Schiltz motioned, Council member Linda Vatnsdal seconded and it was carried by unanimous vote to approve the continuation of the December 15<sup>th</sup>, 2010 (December 22<sup>nd</sup>, 2010) minutes with corrections.

Council member Curt Ireland 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 December 1st, 2010 through December 31st, 2010 as presented, with a batch number of AP12312010 and is filed in edit books in the City Clerk's Office.

- b. Daily Batch checks written from December 1st, 2010 through December 31st, 2010 were audited, approved and are filed in edit books in the City Clerk's Office.
- c. Receipt entries November 1st, 2010 through November 30th, 2010 are audited, approved and are filed in edit books in the City Clerk's Office.
- d. Journal entries October 1<sup>st</sup>, 2010 through October 31st, 2010 were audited, approved and are filed in edit books in the City Clerk's Office.
- e. A review of October, 2010 General Ledger checks written compared with check images on the bank statements found no irregularities.
- f. Upcoming meetings –
  - a. February 7th, 2011, Regular meeting at 5:00 p.m.
- g. Approve the use of alcohol in the Community Center – None
- h. Letter from Minnesota Rural Water Association.
- h. League of Minnesota Cities 2010 Property/Casualty Dividend totaling \$26,650.00.
- i. Letter from Roseau County Treasurer in regards to West Intercept Ditch Maintenance Invoice of \$5,500.00.
- j. 2010 Christmas Lighting Contest Winners.
- k. Investment – Roseau EDA Hi Fi as of 12/28/2010 is \$138,378.00.
- l. Cash in bank-DNR Escrow as of 12/28/2010 is \$3,039,000.00.
- m. Cash in bank-Regular checking as of 12/28/2010 is \$1,921,899.98.
- n. Investment-Regular Hi Fi as of 12/28/2010 is \$2,778,171.77.
- o. Investment of Certificate of Deposit as of 12/28/2010 is \$750,000.00.
- p. Investment of Certificate of Deposit as of 12/28/2010 is \$750,000.00.
- q. Cash in bank-Airport Fuel Sales Credit Card as of 12/28/2010 is \$3,148.92.
- r. Investment-Roseau EDA Money Market as of 12/28/2010 is \$225,422.81.
- s. Cash in bank-Pine to Prairie Birding Trail as of 12/28/2010 is \$2,612.71.
- t. Cash in bank-Scandinavian Festival as of 12/28/2010 is \$3,489.56.
- u. Cash in bank-Roseau Community Youth Project as of 12/28/2010 is \$3,324.14.
- v. Cash in bank-Welcome to Roseau as of 12/28/2010 is \$1,212.17.
- w. Cash in bank-Roseau EDA as of 12/28/2010 is \$2,826.12.
- aa.

**#R 01-11  
CITY OF ROSEAU  
2011 ORGANIZATIONAL RESOLUTION**

**WHEREAS**, Minnesota Statute, Chapter 412, requires certain action by the City Council at the annual organizational Council meeting each January;

**THEREFORE BE IT RESOLVED**, by the Roseau City Council, that it hereby approves the following designations for the year 2011;

**MEETINGS:** Regular meetings of the Roseau City Council shall be held on the First Monday of every month at 5:00 p.m. If a regular meeting falls upon a holiday, it shall be held on the following Monday at the same time and place. All meetings, including special and adjourned meetings, shall be held at City Center Council Chambers located at 121 Center St E, Suite 201, Roseau, Minnesota unless the City Council otherwise announces at a prior meeting.

**ACTING MAYOR:** In the absence of the Mayor, the Acting Mayor for the Roseau City Council shall be Council member Schiltz.

**OFFICIAL NEWSPAPER:** The official newspaper for the City of Roseau shall be the Roseau Times Region, which is published in Roseau, Minnesota.

**OFFICIAL CITY DEPOSITORY:** The Citizens State Bank of Roseau and Border State Bank of Roseau shall be designated as official City of Roseau depositories and are authorized to exceed \$100,000 provided current Certificates of Collateral are on file with said institutions. Funds in excess of \$100,000 will be secured by pledges of government securities. The Treasurer shall have the authority to transfer between funds when deemed necessary. The following shall be authorized agents to endorse checks and orders for the payment of money transactions at the official City

depository and the Treasurer is authorized to use a facsimile signature stamp at such time as it becomes necessary: Mayor Jeff Pelowski, Acting Mayor Gerry Schiltz and Treasurer Charlotte Erickson

**COUNCIL MEMBER LIAISONS:** Council Members shall serve as liaisons to the following departments/organizations:

Light, Power and Water – Council member Novacek  
Street, Alleys and Sidewalks – Council member Ireland  
Community Center – Council member Vatnsdal and Novacek  
Sanitation and Wastewater Service – Council member Schiltz  
City/School Recreation - Mayor Pelowski and Council member Novacek  
Planning Commission – Council member Vatnsdal and Mayor Pelowski as alternate  
Liquor Store – Council member Schiltz and Council member Ireland  
Golf Course – Council member Vatnsdal and Council member Schiltz  
Library – Council member Novacek

bb.

#### **CITY OF ROSEAU 2011 COMMITTEE/BOARD APPOINTMENTS**

- **AIRPORT:** Jane Evans, Matt Anderson, Keith Okeson, Airport Manager Arlen Sandland-Ex Officio, City Representatives-Council member Curt Ireland and Community Development Coordinator Todd Peterson.
- **ARENA:** To be reviewed
- **BEAUTIFICATION:** Chairperson Connie Erickson, Bob Granitz, Colleen Olson, Dawn Johnson, DeAnna Hovda, Ed Desrosier, Karen Granitz, Stan Kindzerski, City Representative Community Development Coordinator Todd Peterson, Superintendent David Drown, Council member Linda Vatnsdal.
- **GILBERTSON BALLFIELD:** Chairman Ron Schwehr, Donn Haugen, Harley McMillin, Randy Olson, Tracy Wensloff, City Representatives-Mayor Jeff Pelowski, Parks and Rec.-Chad Johnson.
- **ROSEAU VOLUNTEER FIRE DEPARTMENT:** To be named in March.
- **OAKCREST GOLF BOARD:** To be named in May
- **LIBRARY:** Chair person Joe Elick, NWRLB Rod Kjersten, City Representative-Council member Pat Novacek.
- **PARK:** Chair person Gerald Koble, Mike Bodell, Michelle Moren, Kyle Peterson, Sonya Peterson, John Mekash, Mark Johnston, Jamie Lisell, Dwayne Mast, Jim Ludwig, Pat Roth, City Representatives-Mayor Jeff Pelowski and Parks and Rec.-Chad Johnson.
- **PLANNING COMMISSION:** Chairman Dennis Sabourin, Mary Hayes, Roland Fredrickson, Larry Guggisberg, JoMar Bernat, Chuck Thompson, Dave Anderson, City Representatives-Council member Linda Vatnsdal, Community Development Coordinator Todd Peterson, Secretary Janet Lundbohm.
- **OUTDOOR POOL COMMITTEE:** Tonia Helgeson, Karrie Rugland, Ann Jacobson, Ben Dieter, Bill Miller, Chris Hamness, Joanne Thompson, Tom Johnson, City representatives-Council member Pat Novacek, Council member Curt Ireland, Community Development Coordinator Todd Peterson and Superintendent David Drown.
- **ROSEAU CONVENTION AND VISITORS BUREAU:** Chairman Darrin Smedsmo, Pam Hetteen, Jack Swanson, Gary Grondahl, Sheri Anderson, Carol Rhen, City Representatives Mayor Jeff Pelowski, Community Development Coordinator Todd Peterson.
- **WELCOME TO ROSEAU:** Chairman Kerri Byfuglien, Greeter Sharon Pelowski, Greeter Kate Lundquist, Greeter, Marsha Hagen, Greeter Priscilla Berry, Sarah Klint, Diane Dahl, Janet Johnson, City Representatives-Community Development Coordinator Todd Peterson, Council member Curt Ireland, and Janet Lundbohm.
- **LEGISLATIVE ISSUES:** Bob Bergland, Council member Curt Ireland, Mayor Jeff Pelowski, Community Development Coordinator Todd Peterson.

- **EDA:** Chairman Robert Foley, Norm Hayes, Stuart McFarlane, Steve Pavek, Jack Swanson, City Representatives - Mayor Jeff Pelowski, Council member Gerry Schiltz, Community Development Coordinator Todd Peterson, and Lyle Grindy.
- **CITY OPERATIONS COMMITTEE:** Mayor Jeff Pelowski, Council member Pat Novacek Community Development Coordinator Todd Peterson, Superintendent David Drown, Police Chief Ward Anderson and Municipal Liquor Store Manager Brad Wiberg, Attorney Pat Moren.
- **COMMUNITY CENTER COMMITTEE:** Lyle Grindy, Deb Haugen, Council member Pat Novacek, Council member Linda Vatnsdal, Aaron Nelson, Community Development Coordinator Todd Peterson and City Clerk Janet Lundbohm.
- **ASSISTANT WEED INSPECTOR:** The Roseau City Council hereby appoints Building Official Kevin Wiskow Assistant Weed Inspector for the City of Roseau.

Adopted by the Roseau City Council this 3<sup>rd</sup> day of January, 2011.

ATTEST:

\_\_\_\_\_  
Janet Lundbohm, City Clerk

\_\_\_\_\_  
Jeff Pelowski, Mayor

cc.

**R # 02-11  
RESOLUTION**

**WHEREAS,** there is a need from time to time to perform transfers between General Ledger Funds,

**NOW THEREFORE BE IT RESOLVED,** that the City Treasurer is hereby authorized to make transfers as deemed necessary and that all transfers will be brought before the Council for approval.

Adopted by the Roseau City Council this 3<sup>rd</sup> day of January 2011.

ATTEST:

\_\_\_\_\_  
Janet Lundbohm, City Clerk

\_\_\_\_\_  
Jeff Pelowski, Mayor

dd.

**R #03-11  
RESOLUTION**

**CITY OF ROSEAU**

**RESOLUTION ALLOWING WIRE/AUTOMATED BANK PAYMENTS**

**WHEREAS,** the banking industry has promoted electronic funds transfers to reduce paper transactions, move resources more rapidly and respond to customer demands; and

**WHEREAS,** Minnesota State Statutes defines electronic funds transfer as the process of value exchange via mechanical means without the use of checks, drafts, or similar negotiable instruments; and

**WHEREAS,** Minnesota State Statutes states that payment of claims, obligations and investment transactions of a statutory city may be made by warrant, check or all forms of electronic or wire funds transfer and that a statutory city may accept payment by use of a credit card, debit card, or all forms of electronic or wire funds transfer; and

**WHEREAS,** the Roseau City Council acknowledges this new technology and the need for electronic fund transfer transactions both coming into and going out of the City bank and investment accounts.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROSEAU, MINNESOTA** that the Roseau City Treasurer may accept and make payment by electronic funds transfer and wire transfer and that these transactions are subject to the same approval requirements as any paper transaction and that these electronic funds transfer and wire transfer transactions meet all of the required policies of the financial institutions the City of Roseau transacts with and includes but may not be limited to the following:

ING/FTJ - Deferred Compensation  
Health Savings Account transfers  
State of Minnesota – Sales Tax Payable  
State of Minnesota – Payroll withholdings  
Northern Municipal Power Agency – Power billing  
Citizens State Bank – Monthly ACH fee  
AFLAC – Life Insurance  
USDA – Bond Payment  
State of Minnesota – Any state funding  
Any Federal Government funding

Adopted by the Roseau City Council this 3rd day of January 2011.

ATTEST:

\_\_\_\_\_  
Janet Lundbohm, City Clerk

\_\_\_\_\_  
Jeff Pelowski, Mayor

ee.

**R #04-11**  
**RESOLUTION AUTHORIZING FACSIMILE MAYOR'S SIGNATURE**  
**AND PREPAYMENT OF CERTAIN INVOICES**

**WHEREAS**, City Councils are required to review expenditures before payments are made, and

**WHEREAS**, business and contractor billing cycles vary and do not always coincide with the City Council meeting held once per month, and

**WHEREAS**, some small businesses and contractors demand payment upon job completion, and

**WHEREAS**, some businesses and contractors include finance charges for bills not paid with 10, 15, 20 or 30 days, and

**WHEREAS**, it is in the City's best interest to pay just debts in a timely manner, and

**WHEREAS**, the mayor's signature is required on checks and various reports and correspondence,

**BE IT RESOLVED** that the Roseau City Council authorizes the use of a facsimile mayor's signature on checks and various reports and correspondence at the discretion of the Clerk and Treasurer, Community Development Coordinator, Superintendent, Chief of Police and Liquor Store Manager,

**NOW THEREFORE, BE IT RESOLVED** that the City Council decrees that, as a matter policy, the City Treasurer and Mayor, when in agreement, may pay bills as appropriate with handwritten checks. All such payments will be presented to the City Council for review at the next regularly scheduled meeting.

I certify the above resolution was adopted by the City Council of the City of Roseau on January 3<sup>rd</sup>, 2011.

ATTEST:

Witnessed:

\_\_\_\_\_  
Janet Lundbohm, City Clerk

\_\_\_\_\_  
Jeff Pelowski, Mayor

ff.

**R# 05-11**  
**CITY OF ROSEAU**  
**RESOLUTION TO SET 2011 TRAVEL AND MEETINGS REIMBURSEMENT RATES**

**WHEREAS**, Roseau City Council members, members of Commissions and Committees may, from time to time, request reimbursement for mileage and meals while conducting official City business; and

**WHEREAS**, the Roseau City Council annually sets the rate of reimbursement for mileage for City employees while using their personal vehicle for official City business as authorized by their Department Head; and

**WHEREAS**, the Roseau City Council annually sets the rate of reimbursement for meals for City employees who are out of town on official City business as authorized by their Department Head; and

**THEREFORE BE IT RESOLVED**, by the Roseau City Council that it hereby approves the mileage reimbursements to be paid for City travel in non-City vehicles shall be set at the approved IRS rate (\$.51c January 1, 2011),

**BE IT FURTHER RESOLVED**, by the Roseau City Council that it hereby approves the 2011 reimbursement rate for meals while traveling on City business at a rate not to exceed \$30.00 per day.

**BE IT FURTHER RESOLVED**, by the Roseau City Council that meal reimbursement shall be made upon request provided proof of receipts is given.

Adopted by the Roseau City Council this 3<sup>rd</sup>, day of January, 2011.

\_\_\_\_\_  
City Clerk, Janet Lundbohm

\_\_\_\_\_  
Mayor, Jeff Pelowski

gg.

**R# 06-11**  
**CITY OF ROSEAU**  
**RESOLUTION APPROVING FEE SCHEDULE FOR YEAR 2011**

**WHEREAS**, the City of Roseau charges appropriate fees to cover costs associated with providing various services;

**WHEREAS**, Electric, Water, Garbage and Sewer fees are necessary for City operating and capital expenses;

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Roseau, County of Roseau, Minnesota:

The following rate and fee schedule is adopted and will become in effect as of January 1<sup>st</sup>, 2011 (for billing due 2/15/2011)

City of Roseau Enterprise Rate Schedule

ELECTRIC RATES

Customer Charge:	Residential	\$ 13.85
	Commercial Single	\$ 32.50
	Commercial 3 Phase	\$ 40.10
	Energy	\$ .083/kwh
Controlled meter		\$ .0485/kwh
Controlled meter for usage months of June, July, and August (Due July, August, September)		\$ .061/kwh
Uncontrolled Electric Heat		\$ .151/kwh
Power Cost Adjustment	Based on Killowatts used	\$ .0053/kwh
	STANDBY GENERATION ELECTRIC RATE (this rate to be reviewed by City and NMPA staff at time of installation)	
Mercury Vapor Lights:		\$ 7.80/mo
Meter Deposit:		\$ 100.00 Minimum or average of monthly bills if over
\$100.00/month.		
Penalty Charge – After the 17 <sup>th</sup> of the month		10%
Reconnect Fee:		\$ 40.00 plus tax

WATER RATES

Customer Charge:	Residential	\$ 10.00
	Commercial	\$ 13.75
Residential over 3,000 gallons		\$ 2.60/M
Commercial over 3,000 gallons		\$ 2.70/M
Water/No Meter	Residential	\$ 16.00/mo
Water/No Meter	Commercial	\$ 24.00/mo
Temporary Construction Water/No Meter		\$ 37.00
Minnesota Department of Health		\$ .53 Set by the State of MN as of 07/01/05

**SEWER RATES**

Customer Charge:	Residential/Commercial	\$ 9.80
5,000 gal/mo	Residential/Commercial	\$ 6.45
Over 5,000 gallons	Residential/Commercial	\$ 1.40/M
No Water Meter Sewer Minimum		\$ 22.00/mo

**GARBAGE RATES**

**32 Gallon/50 lb limit**

	Rate Code		Rate Code		
Residential	600	\$ 15.75	Commercial	627	\$118.00
Commercial	601	\$ 28.25		628	\$112.00
	602	\$ 53.25		631	\$177.00
	603	\$ 15.75		632	\$392.25
	604	\$ 81.75		633	\$398.00
	605	\$ 60.75		635	\$133.75
	606	\$ 62.75			
	608	\$ 71.50	Container Rent	682	\$ 5.25
	611	\$281.75		683	\$ 2.25
	612	\$ 78.00		684	\$ 2.25
	613	\$ 91.50		685	\$ 6.75
	614	\$134.25		686	\$ 10.25
	615	\$112.50		687	\$ 5.50
	617	\$124.50		688	\$ 20.25
	619	\$173.25		690	\$ 20.25
	620	\$101.75		691	\$ 11.00
	621	\$ 94.75		694	\$ 2.75
	622	\$ 15.75		695	\$ 1.75
	623	\$ 38.00		696	\$ 2.25
	624	\$498.75		697	\$ 13.00
	625	\$115.75		698	\$ 2.75
	626	\$132.00			

**City of Roseau  
2011 Miscellaneous Fees Schedule  
January 1, 2011**

**General**

Community Center	\$ 35.00 - \$330.00 based on fees schedule
Dogtags	\$ 5.00/life of dog
Liquor License	\$2000.00/yr
Sunday Liquor	\$ 200.00/yr
Beer On-Sale	\$ 250.00/yr
Beer Off-Sale	\$ 250.00/yr (increased from \$62.50 in 2006)
Wine License	\$ 150.00/yr
Club License	\$ 500.00/yr (set by State Statute)
Temporary Liquor License	\$ 25.00
Variance	\$ 50.00
Conditional Use	\$ 50.00
Zoning	\$ 75.00
Peddlers/Transient Merchant License	\$ 100.00/day (City application is given to the Chief of Police for investigation of applicant)

**Request For Information**

Photo Copies (Standard 8 1/2" X 11" White Photo Copy Paper)

Single-sided B/W Photo copy	\$ .10/pg
Double-sided B/W Photo copy	\$ .15/pg

Photo Copies (Color Paper or Other Specialty Copy)

Single-sided B/W Photo copy	\$ .15/pg
Double-sided B/W Photo copy	\$ .20/pg

**City Maps**

B/W Photo Copy of Existing City Maps

8 1/2" X 11"	\$ .10/map
11" X 17"	\$ .15/map

Laser Print of Electronic Generated GIS City Maps

8 1/2" X 11"	\$ .25/map
11" X 17"	\$ .25/map

Copy of Electronic Data Files

E-Mail Transfer	N/C
Printed to Paper	\$ .10/pg
(Laser Printer 8 1/2" X 11")	
Copy to 3.5" Floppy Disk	\$ 1.00/Disk
Copy to CD	\$ 2.00/CD

Copy of Audio, Video or Other Special Documents Performed by Outside Contract Service

Video	City Cost
Audio	City Cost

City Staff Time for Information Requests (Tasks requiring in excess of 15 minutes to complete)

Photo Copying	\$ 20.00/hr
Map Production	\$ 30.00/hr
Other	Determined by the Actual Number of Hours Spent and Hourly Wage of Lowest Cost Employee Able to Fulfill Request

Library-Museum

Historical Society	\$ 600.00/mo
--------------------	--------------

Airport

Hangar Rents-Small (8)	\$ 75.00/mo	Increased \$20 in 1997	(Roseau Aviation Collects and Retains 20%)
Hangar Rents-Large (2)	\$ 80.00/mo	Increased \$20 in 1997	
Airport Sign Rent	\$ 200.00/yr	(6 total)	
Private Hangar Snow Removal	\$ 50.00/yr	(5 total)	
Airport Land Rent	\$ 10.00/A	(2880 acres)	
Airport Spraying Lease	\$ 100.00/yr	(20 year lease)	
Hangar Land Lease	\$ 100.00/yr	(20 year lease)	

Park

Camping Fees/RV Hookup	\$ 15.00/night (tax included)
Camping Fees/Tenting	\$ 10.00/night (tax included)
Shelter Rent	\$ 50.00/day (tax included)
Dump Station	\$ 1.00/ea (donation is requested)

Police

Police Reports	\$ 3 - \$5/ea (tax included)
Dog Impound Fee	\$ 15.00/first day (tax included)
Dog Impound Fee	\$ 5.00/every day thereafter (tax included)
Parking Fine	\$ 5.00/ea
Handicapped parking fine	\$ 25.00/ea
Parking fine during snow removal	\$ 55.00/ea whether vehicle is towed or not.
Bike License	\$ 1.00/one time fee

Zoning

Commercial	\$ 25.00
Residential	\$ 20.00
Building Permits	1988 MN Bldg Codes Fees Schedule
Surcharge	\$ .50 (4% is retained by City)
Sign Permits	\$ 15.00
Plan Review	5% of Building Permit Fee
Rezoning	\$ 75.00
Elevation Certificate	\$ 50.00
Recording Fee	\$ 46.00 City Cost
House Moving Fee	\$ 50.00 with \$300 deposit
Reroofing	\$ 50.00/flat fee (01/03/05)
Siding	\$ 50.00/flat fee (01/03/05)
Windows	\$ 50.00/flat fee (01/03/05)

Cleanup Week

Appliances	Landfill cost or discretion of Superintendent
Car Tire	" "
Tractor Tire	" "
Truck Tire	" "
TV's/Monitors	" "

Adopted by the Roseau City Council this 3rd day of January 2011.



hh.

Authorize Clerk's Office to certify arrear utility, lot mowing and snow removal bills to the Roseau County Auditor to be placed on property owner taxes for payment for the year 2011.

ii.

Authorize the 2011 \$10,000 Firemen's Allowance line item budget paid at the beginning of each year is acknowledged as part of the Firemen's Compensation package. This meets requirements regarding the supplying of meals on work nights.

jj.

**R# 07-11  
RESOLUTION**

**WHEREAS**, the League of Minnesota Cities Insurance Trust requires cities to use the services of an agent in order to participate in the LMCIT property/casualty program; and

**WHEREAS**, the City Council has reviewed and considered the written materials from LMCIT discussing the agent's role and compensation in LMCIT; and

**WHEREAS**, Jerry Klema DBA North Country Insurance has agreed that he is willing to provide to the city the services listed below under the terms and conditions listed below;

The City Council of the City of Roseau resolves as follows:

**Appointment**

1. The City of Roseau hereby appoints as its agent for purposes of the City's participation in the League of Minnesota Cities Insurance Trust (LMCIT) property/casualty/ program. **THIS SHOULD NOT INCLUDE WORKERS COMPENSATION – THE CITY OF ROSEAU ACTS AS THEIR OWN AGENT AND HAS SINCE THE BEGINNING. AS LONG AS THERE ARE NOT VERY MANY CLAIMS AND WE CAN HANDLE IT – THE CITY WILL REMAIN THEIR OWN AGENT FOR WORKERS COMPENSATION. NCI IS THE AGENT FOR THE REST OF THE INSURANCE.**

**Term**

2. This appointment shall remain effective indefinitely unless and until it is terminated or amended by council action (adopted July 2<sup>nd</sup>, 2010).

**Compensation**

3. As compensation for the services provided to the city as described in Paragraph 4 below, the agent will receive annually a fee equal to 8% of the annual premiums paid by the city to LMCIT for property, liability, and automotive coverages. This fee shall be included in the amounts billed to the city by LMCIT and shall be paid to the agent by LMCIT on the city's behalf.

4. The agent will perform the following services:

- Advise and assist the city in assembling and accurately reporting underwriting data, including updating property values, for rating purposes.
- Advise and assist the city in evaluating and selecting among coverage alternatives such as deductible, limits, optional coverages, alternative coverage forms, etc. Review coverage documents and invoices to assure coverage has been correctly issued and billed.
- Advise the city on potential gaps or overlaps in coverages. Assist the city as requested in submitting claims and interpreting coverages as applied to particular claims. Review loss reports for correct reporting, appropriate reserves, etc.
- Assist as requested with safety and loss control activities.
- Assist the city in identifying risk exposures and developing appropriate strategies to address those exposures.

**BE IT RESOLVED**, that Jerry Klema DBA North Country Insurance be hereby appointed as Agent to administer the City of Roseau League of Minnesota Cities Liability Insurance indefinitely unless and until it is terminated or amended by council action.

Dated this 3rd day of January 2011.

\_\_\_\_\_  
Jeff Pelowski, Mayor

\_\_\_\_\_  
Janet Lundbohm, City Clerk

kk.

**#R 08-11  
RESOLUTION**

**BE IT RESOLVED**, that the Law Offices of Patrick D. Moren be hereby appointed attorney(s) for the City of Roseau for the period January 1, 2011 to December 31, 2011.

Dated this 3rd day of January 2011.

\_\_\_\_\_  
Jeff Pelowski, Mayor

\_\_\_\_\_  
Janet Lundbohm, City Clerk

ll.

**R# 09-11  
RESOLUTION  
COVERING THE MAYOR AND COUNCIL MEMBERS  
UNDER THE MINNESOTA WORKERS' COMPENSATION LAW**

**WHEREAS**, the law enables elected or appointed officials of the City of Roseau to be covered by the Minnesota Workers' Compensation Law and,

**NOW THEREFORE BE IT RESOLVED**, that pursuant to Minnesota Statutes 176.011, subd. 9, clause 6 – the Minnesota Workers' Compensation Act, members of the Roseau City Council will be included as employees and therefore are included in the City's worker's compensation coverage.

Adopted this 3rd day of January 2011.

By: \_\_\_\_\_  
Jeff Pelowski, Mayor

Attest:

\_\_\_\_\_  
Janet Lundbohm, City Clerk

mm.

**#R 10-11  
RESOLUTION  
INCLUDING ACCIDENT COVERAGE FOR CITY VOLUNTEERS**

**WHEREAS**, the League of Minnesota Cities Insurance Trust (LMCIT) offers accident coverage for City volunteers, and

**WHEREAS**, the Roseau City Council recognizes the importance of work done by City volunteers,

**NOW THEREFORE BE IT RESOLVED**, that Accident coverage for City volunteers will be included in the City's Insurance coverage as provided by LMCIT.

Adopted this 3rd<sup>h</sup> day of January 2011.

ATTEST:

\_\_\_\_\_  
City Clerk, Janet Lundbohm

\_\_\_\_\_  
Mayor, Jeff Pelowski

nn.

**RESOLUTION NO. 11-11  
RESOLUTION SETTING A PUBLIC HEARING ON A VACATION OF STREET  
THE CITY COUNCIL OF THE CITY OF ROSEAU, MINNESOTA DOES HEREBY  
RESOLVE AS FOLLOWS:**

**WHEREAS**, the City Council pursuant to Minnesota Statute §412.851 desires to consider the vacation of 3<sup>rd</sup> Street which abuts Main Avenue North legally described as:

**DESCRIPTION OF PART OF STREET TO BE VACATED**

All that part of Third Street, as presently located and established, in Riverside Second Addition to the City of Roseau, which abuts Lot Twelve (12) of Block Seven (7) and Lot One (1) of Block Eight (8) in said Riverside Second Addition to the City of Roseau, Minnesota.

**WHEREAS**, pursuant to Minnesota Statute § 412.851 the resolution to set the public hearing for purposes of considering the vacation of the street was passed by over four-fifths of the member of the Council. (All five Council Members voted in favor of said resolution.)

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROSEAU, COUNTY OF ROSEAU, STATE OF MINNESTOA:**

1. The Council will consider the vacation of such street and a public hearing shall be held on such proposed vacation on the 7<sup>th</sup> day of February, 2011, before the City Council at the City Council Chambers located at 121 Center Street East, Suite 201, at 5:30 P.M.
2. The City Clerk is hereby directed to give, published, posted and mailed notice of such hearing as required by law.

Passed by the City Council this 3<sup>rd</sup> day of January, 2011.

Signed by: \_\_\_\_\_  
Mayor Jeff Pelowski

Attested by: \_\_\_\_\_  
Janet Lundbohm, City Clerk

oo.

**AIRPORT OPERATION AGREEMENT**

THIS AGREEMENT is made and entered into this January 1, 2011, 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, 2011, and terminating on December 31, 2011.

**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 any 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 of 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

BY \_\_\_\_\_  
Jeff Pelowski: Mayor

\_\_\_\_\_  
Janet Lundbohm, Clerk

\_\_\_\_\_  
Arlen Sandland  
Roseau Aviation, Inc.

pp. Liquor Store Monthly Sales Recap December 2010, Liquor Store Quarterly Sales Recap 4<sup>th</sup> Quarter 2010, Liquor Store Yearly Sales Recap 2010 and a spread sheet for Sales 2010.

qq. Oakcrest Golf Club letter and financial statement for 2010.

Roseau Promotions Director Lyle Grindy reported on the following:

- The “Holiday Fantasy Promotion” was a success with 350,000 tickets given out, 50,000 more tickets were given out this year than last year.
- The C & C gave away \$4000.00 in Roseau Dough with eleven winners instead of the four winners from previous years.
- The merchant’s feedback was very positive about the change in the promotion and customers liked the idea of more chances of winning \$250 or \$500.
- The C & C took out adds in the “Page 1 Publications” in Baudette as the Ben Franklin store is closing and the C & C was hoping to pick up some traffic from that area.
- Stores reported sales as good, very good, great, excellent, one store reported sales of 20% over last year. Overall stores were happy with their sales.
- Motels were all up from last year with one reporting 15% from last year.
- Minnesota was awarded the “Best Trails State” in the country by the National American Trails organization.
- University of Minnesota reported the economic impact of trails in Minnesota is \$2.4 billion dollars.
- The Civic and Commerce annual meeting will be held January 17<sup>th</sup>, 2011 at the Roseau City Center Community room.

The Planning Commission did not have a quorum at their December 27<sup>th</sup>, 2010 Planning Commission meeting so the Public Hearing for Chuck Thompson (#9-10) Conditional Use request was not held.

Council member Pat Novacek motioned, Council member Curt Ireland seconded, and it was carried by unanimous vote to set a Public Hearing for January 31<sup>st</sup>, 2011 to consider Chuck Thompson’s (#9-10) Conditional Use request to have a rental unit in the basement of his property located at 607 2<sup>nd</sup> St NE.

Council consensus was to send Chuck Thompson a letter notifying him of the continuation of the Public Hearing to January 31<sup>st</sup>, 2011 to comply with the 60 day rule.

Roseau County Commissioner Jack Swanson reported on the following:

- Jack served on the Local Government Innovation and Redesign Guide Committee. This committee was chaired by Jay Kiedrowski with the Humphrey Institute and has created a guide for collaboration between cities, counties and schools. The finished product will be rolled out on the internet this month.

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

- Business prospects.
- The EDA met with Jason Murray who is the Director of the Alexandria, Minnesota, EDA. Mr. Murray discussed some of the differences in economic development efforts between Roseau and Alexandria much of which is a result of the geographic locations of Alexandria and Roseau,

particularly the fact that Alexandria is located on the interstate. Each community is unique in its strengths and weaknesses, but some of the same challenges exist for both communities.

- Council member Gerry Schiltz thanked Jack Swanson for asking Jason to visit with the EDA.

Liquor Store Brad Wiberg reported that the end of year inventory was complete.

#### **RESOLUTION NO. 12-11**

#### **RESOLUTION FOR APPROVING GIFT OF 2011 POLARIS RANGER ATV BY ROSEAU FIRE DEPARTMENT RELIEF ASSOCIATION**

Councilperson Gerry Schiltz made a motion to adopt the following resolution:

WHEREAS, discussion was had by the City Council of the City of Roseau regarding the Roseau Fire Department Relief Association proposed gift to the City of Roseau of a 2011 Polaris Ranger all terrain vehicle having a value of \$12,599.00; and

WHEREAS, the City of Roseau determines that it is in the best interest of the City to accept said gift by the Roseau Fire Department Relief Association of said 2011 Polaris Ranger all terrain vehicle.

NOW THEREFORE BE IT RESOLVED that the City of Roseau shall accept said gift by the Roseau Fire Department Relief Association of said 2011 Polaris Ranger all terrain vehicle.

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

Voting against said Resolution: NONE

\_\_\_\_\_  
Jeff Pelowski, Mayor

ATTEST:

\_\_\_\_\_  
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 January 3, 2011.

\_\_\_\_\_  
Janet Lundbohm, City Clerk, City of Roseau, Minnesota

Chief of Police Ward Anderson reported that Sue Jennings had submitted a letter of resignation.

Council member Curt Ireland motioned, Council member Pat Novacek seconded, and it was carried by unanimous vote that it is the intent of the City Council that part time police officers and the police department administrative assistant are not considered Class I employees and are considered Class II employees §32.03 EMPLOYEE RESIDENCY. ( C ) ( 2 ) No residency requirements are imposed on Class II employees.

#### **RESOLUTION NO. 14-11**

#### **RESOLUTION FOR APPROVING THE TRANSFER OF REAL ESTATE BY THE CITY OF ROSEAU TO CHS INC.**

Councilperson Pat Novacek made a motion to adopt the following resolution:

WHEREAS, the City of Roseau, Minnesota, is the owner of the following described real estate having acquired said real estate, together with other lands, from BNSF Railway Company, a Delaware corporation, (formerly known as The Burlington Northern and Santa Fe Railway Company and formerly known as Burlington Northern Railroad Company) on or about October 16, 2010; and



WHEREAS, following the acquisition of said real estate by the City of Roseau, Minnesota, the City discovered that a Grain Bin owned by CHS Inc., was located upon real estate which the City had acquired from BNSF Railway Company, a Delaware corporation, (formerly known as The Burlington Northern and Santa Fe Railway Company and formerly known as Burlington Northern Railroad Company); and

WHEREAS, the City contacted CHS Inc., regarding said issue, and CHS, Inc. believed that it had acquired the real estate upon which the Grain Bin is located from said Railway Company prior to the City of Roseau acquiring real estate from the same; and

WHEREAS, subsequently CHS Inc. acquired a survey from Freeburg & Grund, Inc. to determine the real estate description upon which the Grain Bin is located at its expense, in the amount of \$2,750.00; and

WHEREAS, the above described land survey constituted a benefit to the City of Roseau; and

WHEREAS, the entire cost of said land survey was paid to Freeberg & Grund, Inc. by CHS Inc.; and

WHEREAS, CHS Inc. desires to acquire said real estate from the City of Roseau; and

WHEREAS, the City of Roseau determines that it is in the best interest of the City that the following described real estate, consisting of land upon which a Grain Bin owned by CHS, Inc. is located, be transferred to the CHS Inc., in order to clear any erroneous conveyance to the City of Roseau by BNSF Railway Company, a Delaware corporation, (formerly known as The Burlington Northern and Santa Fe Railway Company and formerly known as Burlington Northern Railroad Company) and no compensation, other than the payment of CHS Inc. of the entire cost of the land survey, shall be required for the conveyance of the following described real estate by the City of Roseau to CHS Inc.:

**LEGAL DESCRIPTION:**

Those parts of Lots 11 and 12, Block 5, Book's Addition to Roseau according to the recorded plat thereof, and that part of Florence Street vacated by Resolution duly adopted by the Village Council of Roseau on September 16, 1905, being described as follows:

Beginning at a point on the south line of said Lot 11, Block 5, distant 55.0 feet westerly of the southeast corner thereof, said point being the southwest corner of a parcel of land described in Doc. No. 230935 on file in the office of the County Recorder, Roseau County, Minnesota; thence westerly, along said south line of Lot 11, a distance of 70.66 feet to the southwest corner of said Lot 11; thence northerly, along the west line of said Block 5 and the northerly projection thereof, a distance of 109.56 feet to the intersection with a line drawn parallel with and 9.0 feet southerly from, measured at a right angle to, the former BNSF Railway Company's siding track centerline, as now located and constructed; thence easterly, along said parallel line, a distance of 70.57 feet to the intersection with a line drawn parallel with and 55.0 feet westerly of the east line of said Lots 11 and 12 and its northerly extension, said parallel line being the westerly line of a parcel of land described in Doc. No. 230935 on file in the office of the County Recorder, Roseau County, Minnesota; thence southerly along said parallel line a distance of 109.42 feet, more or less, to the Point of Beginning.

NOW THEREFORE BE IT RESOLVED, that the City of Roseau, Minnesota, approves the transfer of the above described real estate to CHS Inc., and that the Mayor and the City Clerk of the City of Roseau are hereby authorized and directed to execute a deed of conveyance running from the City of Roseau, as Grantor, to CHS Inc., as Grantee, conveying the above described real estate; and

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

Voting against said Resolution: NONE

\_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_  
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 January 3, 2011.

\_\_\_\_\_  
Janet Lundbohm, City Clerk, City of Roseau, Minnesota

Community Development Coordinator Todd reported on the following:

- The preliminary 2010 revenue and expenditures have resulted in a net revenue of \$700,000.00 over expenditures in all funds.
- The work on the East Diversion is 95% complete and they are done until spring.

After discussion Council member Pat Novacek motioned, Council member Curt Ireland seconded and it was carried by unanimous vote to approve the following City Center Committee Recommendations:

- The City Center and all City Center property be designated as **NO SMOKING**.
- Adopt the Revised Community Room Use & Rules & General Information (on file at the Roseau City Office).
- Adopt the Revised City Center Community Room Fee Schedule (on file at the Roseau City Office).
- Adopt the Riverview Park Gazebo Reservation Rules and fees (on file at the Roseau City Office).
- Place a trash receptacle in the lobby of the City Center.
- Place a beverage machine somewhere in a non-conspicuous place (if it becomes a problem, have it removed).
- Acquire a wheel chair to have on site for events at the City Center (possibly a donation from the hospital or one of the service organizations).
- The policy of the City of Roseau for the Roseau City Center in the event of the fire alarms going off is for everyone to evacuate to a safe distance outside until the Fire Department or Law Enforcement personnel provide an all clear indication and allow everyone back into the building. In addition, in the event of a tornado warning employees and occupants of the City Center should take shelter in the interior hallways, restrooms or fire stairwell of the City Center's lower level away from windows and doors.

Council consensus was to tentatively set a date for February 21<sup>st</sup>, 2011 at 5:00 PM for the next Roseau Draft Action Plan work session.

Council member Pat Novacek motioned, Council member Linda Vatnsdal seconded, and it was carried by unanimous vote that there was not further business, therefore the meeting be adjourned.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



