

**REGULAR ROSEAU CITY COUNCIL MEETING
MONDAY – APRIL 6, 2009 @ 5:00 P.M.
ROSEAU CITY CENTER COUNCIL CHAMBERS
121 Center Street East Suite 201
Roseau, MN 56751**

A 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, Linda Vatsndal, Curt Ireland and Pat Novacek. Absent none. Others present were Clerk-Treasurer Michelle Slater, Community Development Coordinator Todd Peterson, Superintendent David Drown, Police Chief Ward Anderson, City Attorney Pat Moren, Jack Swanson-Roseau County Commission and Wild102, Fire Chief Tim Skime, Lyle Grindy-Roseau Promotions, Kelsey Holt and Craig McMillin.

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

Council member Novacek motioned, Council member Vatsndal seconded and it was carried by unanimous vote to approve the March 2, 2009 minutes as presented.

The following corrections(s)/additions(s) were noted in the March 16, 2009 minutes;

- Page 1 – #R 17-09

A Special 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~~, Curt Ireland and Linda Vatsndal.

The motion for the adoption of the foregoing resolution was duly seconded by Council member Vatsndal and upon vote being taken, the following voted in favor thereof: Ireland, Vatsndal, ~~Novacek~~ and Schiltz and Pelowski

and the following voted against the same: None

and the following abstained: None

and the following were absent: ~~None~~ Novacek

- Page 2 - #R 18-09

The motion for the adoption of the foregoing resolution was duly seconded by Council member Vatsndal and upon vote being taken, the following voted in favor thereof: Ireland, Vatsndal, ~~Novacek~~ and Schiltz and Pelowski

and the following voted against the same: None

and the following abstained: None

and the following were absent: ~~None~~ Novacek

Council member Vatsndal motioned, Council member Schiltz seconded and it was carried by unanimous vote to approve the March 16, 2009 minutes with corrections.

The following corrections(s)/additions(s) were noted in the March 21, 2009 minutes;

- Page 1 –

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

Pursuant to due call, ~~and notice a special meeting of the Roseau City Council~~ a Roseau City Council Notice of Event took place was held on the above date, time and place.

Council member Vatsndal motioned, Council member Ireland seconded and it was carried by unanimous vote to approve the March 21, 2009 minutes with corrections

The following corrections(s)/addition(s) were noted in the March 23, 2009 minutes;

- Page 1 –
EMERGENCY ROSEAU CITY COUNCIL MEETING
MONDAY – MARCH 23, 2009 @ 7:00 A.M.
~~ROSEAU CITY CENTER COUNCIL CHAMBERS~~ ROSEAU COUNTY MEETING
ROOM
121 Center Street East Suite 201 606 5th Ave SW

Mayor Pelowski called the meeting to order ~~and the Pledge of Allegiance was said.~~
#R 19-09

The motion for the adoption of the foregoing resolution was duly seconded by Council member Novacek ~~Vatnsdal~~ and upon vote being taken, the following voted in favor thereof: Ireland, ~~Vatnsdal~~, Novacek ~~and Schiltz~~ and Pelowski and the following voted against the same: None

and the following abstained: None

and the following were absent: ~~None~~ Vatnsdal and Schiltz

Council member Ireland motioned, Council member ~~Ireland~~ Novacek seconded and it was carried by unanimous vote that there was no further business, therefore the meeting be adjourned.

Council member Vatnsdal motioned, Council member Schiltz seconded and it was carried by unanimous vote to approve the following Consent Agenda Items:

- Approval was given to pay the accounts payable claims from March 3, 2009 through April 6, 2009 as presented, with a batch number of AP033109 and is filed in edit books in the City Clerk's Office.
- Daily Batch checks written from March 1, 2009 through March 31, 2009 were audited, approved and are filed in edit books in the City Clerk's Office.
- Receipt entries February 1, 2009 to February 28, 2009 were audited, approved and are filed in edit books in the City Clerk's Office.
- Journal entries February 1, 2009 through February 28, 2009 were audited, approved and are filed in edit book in the City Clerk's Office.
- A review of January 2009 General Ledger checks written compared with check images on the bank statements found no irregularities.
- Upcoming meetings –
 - May 4, 2009 Regular Council meeting.
 - June 1, 2009 Regular Council meeting.
- Approve the use of alcohol in the Community Center –
 - July 18, 2009 Carr/Muir wedding dance.
 - July 25, 2009 Lee wedding dance.
- Roseau Health Care Auxiliary thank-you.
- Community Support Services thank-you.
- Roseau County Historical Society thank-you.
- Welcome to Roseau picnic at Roseau Park information.
- Investment – Roseau EDA Hi Fi as of 03/30/09 is \$71,410.98.
- Cash in bank – Regular checking as of 03/30/09 is \$993,142.01.
- Investments- Regular Hi Fi as of 03/30/09 is \$3,420,512.81.
- Cash in bank – Liquor Credit Card as of 03/30/09 is \$2,094.22.
- Cash in bank – Airport Fuel Sales Credit Card as of 03/30/09 is \$687.16.
- Investment – Roseau EDA Money Market as of 03/30/09 is \$91,154.84.
- Cash in bank – Pine to Prairie Birding Trail as of 03/30/09 is \$1,999.55.
- Cash in bank – Scandinavian Festival as of 03/30/09 is \$2,673.49.
- Cash in bank – Roseau Community Youth Project as of 03/30/09 is \$3,324.14.
- Cash in bank – Welcome to Roseau as of 03/30/09 is \$1,137.17.
- Cash in bank – Roseau EDA as of 03/30/09 is \$42.07.

- w. Acknowledged Liquor Store March 2009 monthly sales report.
- x.

**ROSEAU AIRPORT
LEASE AGREEMENT**

THIS AGREEMENT is made and entered into this January 8, 2009, 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, 2009, and terminating on December 31, 2009.

**SECTION II.
COMPENSATION OF AIRPORT OPERATOR**

As compensation for the time period provided in Section I, 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 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 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 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 LESSOR**

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 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 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 his 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 LESSOR**

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
BY s/s Jeff Pelowski
Jeff Pelowski: Mayor

s/s Michelle Slater
Michelle Slater, Clerk

s/s Arlen Sandland
Arlen Sandland
Roseau Aviation, Inc.

Lyle Grindy-Roseau Promotions Director reported:

- The City of Roseau received a 2009 Roseau Civic and Commerce Application for Membership for Council consideration.
- The Roseau Civic and Commerce and the DEED Job service office are two of several entities who are sponsoring a Free Workshop for businesses entitled “Survive or Thrive” to be held on April 22, 2009 in the Roseau City Center.
- A Roseau Women of Today/Civic and Commerce EGGstravaganza held at the Roseau City Center on April 4th and was a great success. Children hunted for over 2200 plastic eggs filled with goodies.
- The Convention and Visitors Bureau has requested that Grindy ask the Council to consider purchasing new Welcome to Roseau sign(s). The Convention and Visitors Bureau was directed to work with the Beautification Committee to obtain ideas and costs to present to the Council for consideration.

Council member Schiltz motioned, Council member Ireland seconded and it was carried by unanimous vote to approve a City of Roseau 2009 Roseau Civic and Commerce membership in the amount of \$250.00.

The Planning Commission is planning their annual Tour of the City in May.

Roseau County Commissioner Jack Swanson reported:

- The Roseau County Board is lobbying against the governor’s plan for regionalization of health and human services. While the plan would be beneficial for Counties like Beltrami and Mahnomen, it could cost as much as \$800,000 in an additional annual tax burden for Roseau County residents.
- Roseau County is lobbying for the sale of 2300 acres of Consolidated Conservation (Con Con) land to generate short-term revenue and to produce longer-term property tax revenue for the County. The State currently pays an average of about 70 cents per acres on Con-Con land while private land pays between \$4 and \$8 per acre. The sale revenue would be split 50/50 between the State of Minnesota and Roseau County. The Roseau County portion will be split again between Roseau County, the township where the land is located and the school district where it is located.

Council member Novacek reported that he and Gracia met with members of the local radio stations to work out a procedure for allowing emergency notification alerts to the general public during times when the stations are unmanned. The procedure will allow for quick alerts by Incident Commanders at an emergency requiring notification to the public due to life and safety issues. The procedure allows for a callout list of broadcasters to rapidly activate their station from home in an emergency and give the notification.

Council member Schiltz reported it appears the new outdoor restrooms are being constructed at the Oakcrest Golf Course.

The Airport Committee met on March 17, 2009 and;

- Approved a new Roseau Aviation agreement.
- Discussed an inquiry from someone interested in building a private hangar with water and sewer at the Roseau Airport. Consensus was it would be allowed at no expense to the City, however, that Manager Sandland be contacted prior to construction to see if current space available would suit their needs.
- Diane Sandland reported Mndot has used runway lights they will supply to the Roseau Municipal Airport to be installed at City expense.
- Airport fuel sales have been slow.

Council member Schiltz introduced the following resolution and moved for its adoption;

#R 20-09

**RESOLUTION APPROVING SELECTION OF AIRPORT
ENGINEER FOR CITY OF ROSEAU**

WHEREAS, the City of Roseau has requested statements from qualified consultants to provide planning and engineering services for improvements to the Roseau Municipal Airport; and.

WHEREAS, Federal Aviation Administration (FAA) guidelines contained in Advisory Circular 150/5100-14D were used to evaluate firms; and.

WHEREAS, ULTEIG Inc. was found to be the most qualified firm based on the evaluation by the Committee formed for the interview process and the Airport Committee; and,

THEREFORE BE IT RESOLVED, by the Roseau City Council that:

1. ULTEIG Inc. is the Roseau City Council choice to provide consulting services for airport projects to be initiated during the next 5-year period.
2. The City Clerk-Treasurer is directed to enter negotiations with ULTEIG Inc. for design services for projects to be constructed during Federal Fiscal Year 2010.
3. The Clerk-Treasurer will notify the FAA and Minnesota Department of Transportation, Office of Aeronautics of the City's consultant selection.

Adopted this 6th day of April 2009.

ATTEST:

s/s Michelle Slater
Clerk-Treasurer

s/s Jeff Pelowski
Mayor

The motion for the adoption of the foregoing resolution was duly seconded by Council member Ireland and upon vote being taken thereon the following members voted in favor thereof: Schiltz, Ireland, Vatnsdal, Novacek and Pelowski

and the following voted against the same: None

and the following abstained: None

and the following were absent: None

whereupon, said motion was declared duly passed and adopted.

Community Development Coordinator Todd Peterson reported the EDA met in March and;

- Received an update on the gasification project, worked on its budget and certain logistics.
- Met with two new potential businesses.
- He and Norm Hayes attended a business retention and expansion workshop held by the University of Minnesota Extension Service.

Fire Chief Tim Skime reported the Roseau Fire Dept/City of Roseau will be asked to renew the DNR Fire Protection Agreement/Federal Excess Property Inventory Agreement with the DNR starting in 2010. A straight rate of compensation is being proposed when fighting wild fires, which will result in cost overruns being passed on to local fire departments. Skime reported he will be attending a Northwest Regional Fire meeting on April 16th where this issue will be a major topic. Skime agreed to keep the council informed.

Council member Ireland introduced the following resolution and moved for its adoption;

#R 21-09

CITY OF ROSEAU

RESOLUTION APPROVING MAY 1, 2009 ELECTRIC RATE INCREASE

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

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

WHEREAS, the City of Roseau power supplier Northern Municipal Power Agency has notified the City of Roseau that due to a combination of increased costs to comply with Federal environmental rules, certain State of Minnesota renewable energy unfunded mandates and increased inflation, the cost of purchased power to the City of Roseau would be increased by approximately 13 percent.

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 effective May 1, 2009 (April 2009 usage);

City of Roseau Electric Rate Schedule

ELECTRIC RATES

Customer Charge:	Residential	\$ 7.00
	Commercial Single	\$24.75
	Commercial 3 Phase	\$32.00
Energy Charge:	First 200 kwhs	\$.11/kwh
	All other kwhs	\$.072/kwh
Off Peak:		\$.044/kwh
Off Peak months of July, August and September (air conditioning)		\$.055 kwh
Uncontrolled Electric Heat****		\$.13/kwh

****Subject to Superintendent approval

Adopted this 6th day of April 2009.

ATTEST:

s/s Michelle Slater
Clerk-Treasurer

s/s Jeff Pelowski
Mayor

The motion for the adoption of the foregoing was duly seconded by Council member Novacek and upon vote being taken, the following vote in favor thereof: Ireland, Novacek, Vatnsdal, Schiltz and Pelowski

and the following voted against the same: None

and the following abstained: None

and the following were absent: None

whereupon said motion was declared duly passed and adopted.

Council member Novacek motioned, Council member Vatsndal seconded and it was carried by unanimous vote to renew the Coast True Value request to use the City owned downtown vacant lot at 118 Main Avenue North (former Jake’s Pizza lot) to display lawn mowers etc. for sale, for the period of April 1, 2009 through March 31, 2010, (one year) contingent upon Coast is responsible for removing weeds and keeping the lot clean as per Superintendent Drown.

Council member Novacek motioned, Council member Vatsndal seconded and it was carried by unanimous vote to approve the request from the Rural Arts Initiative to use the City Center at no charge, for a period of two weeks to exhibit the North Dakota Museum of Art “Snow Country Prison” exhibit. There is no charge to the City of Roseau for the exhibit.

Council member Vatsndal introduced the following resolution and moved for its adoption;

#R 22-09

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS AND CLOSING CERTAIN FUNDS

WHEREAS, due to the Roseau Flood of 2002 there was a need to establish several General Ledger funds to track flood recovery projects; and

WHEREAS, there has been a determination that several flood recovery projects have been completed and there is a need to close the funds through the Generally Accepted Accounting Principles; and,

WHEREAS, from time to time there is a need to transfer funds for general operating purposes;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Roseau, Minnesota, that the following transfers are hereby approved as of December 31, 2008 through auditor’s adjusting entries;

TRANSFER IN	TRANSFER OUT	AMOUNT
General	Liquor	\$ 230,000
General	Electric	200,000
Flood Fund	Sewer	500,000*
Flood Fund	Garbage	250,000*
Flood Fund	Liquor	250,000*
Flood Fund	Electric	1,243,000*

*Transfer to cover City share of 2002 flood costs.

Adopted this 6th day of April 2009.

ATTEST:
s/s Michelle Slater
 Clerk-Treasurer

s/s Jeff Pelowski
 Mayor

The motion for the adoption of the foregoing was duly seconded by Council member Ireland and upon vote being taken, the following vote in favor thereof: Vatsndal, Ireland, Schiltz, Novacek, and Pelowski

and the following voted against the same: None

and the following abstained: None

and the following were absent: None

whereupon said motion was declared duly passed and adopted.

The Council acknowledged State Position Statements received from the Minnesota Municipal Utilities Association 2009 Winter Legislative Conference.

Council member Novacek motioned, Council member Schiltz seconded and it was carried by unanimous vote to approve and authorize payment of the January 1, 2009 Actuarial Valuation of Post-Employment

Benefits (OPEB) Report compiled by Van Iwaarden, which is an unfunded mandate set forth by the State of Minnesota and is required to complete the City audit.

Community Development Coordinator Peterson reported he has contacted Rick Battles, appraiser for the East Diversion project, however has not had a reply. Attorney Moren reported he has a contract between the City and Battles for appraisal services ready for signatures. Council consensus was that Peterson be given the authority to accommodate several requests from land owners affected, with reasonable resolutions.

Community Development Coordinator Peterson updated the council on the cost of the most recent flooding event, which is very similar to the costs of fighting the 2006 flood event. Roseau has not been included in the federal disaster declaration at this time. The Corps of Engineers paid for the initial mobilization.

Mayor Pelowski discussed the need to clarify roles in emergency situations, such as mobilizing for a possible flood. For example, after the Emergency Operations Committee (EOC) meets, should a City Council meeting follow for an update and to make any decisions needed? Attorney Moren agreed to review the matter to help the council clarify the proper procedures to follow in an emergency situation.

Council member Novacek discussed concerns of Fire Department personnel helping in the recent flood for four to five days in a row. Several Fire personnel are self-employed and do not have income when they help in an emergency. He asked that Fire personnel be designated temporary full-time City employees and that the City compensates them per hour in an emergency situation. Attorney Moren agreed to contact the League of Minnesota Cities on the matter.

Council member Novacek discussed concerns that when the Sheriff's Posse helps to patrol the dikes in a flood event, they should be paid for their services. Council member Novacek motioned, to contact the Sheriff's Posse to ask that they bill the City \$10 per hour for time worked. After discussion, Council member Novacek withdrew his motion. Mayor Pelowski agreed to contact the Sheriff's Posse to get a clarification of their services.

Mayor Pelowski reported the House passed their bonding bill today and the Roseau East Diversion project is one of the three projects included. The Senate bill has also been passed and it will end up in conference committee sometime after Easter.

A request from Dave Grafstrom-Farm Business Management Instructor for Northland Community College (NCTC) asking the Council to consider a proposal to allow an internet café in the Roseau City Center was discussed. Council consensus was the City of Roseau is not interested in being involved, however, as long as NCTC takes ownership of the proposed café, the council would consider any plan presented to them.

After discussion, Council consensus was that in lieu of the Council holding a Board of Equalization meeting, the council would continue with the "open book" format, which takes place at the County Assessor's Office. 2008 was the first year of the "open book" format for the City of Roseau.

Mayor Pelowski invited council members to consider attending the Joint Legislative Conference for Cities, Counties, Schools and Townships in St. Paul April 29, 2009.

Council member Vatnsdal motioned, Council member Schiltz seconded and it was carried by unanimous vote that there was no further business, therefore the meeting be adjourned.

ATTEST:

Clerk-Treasurer

Mayor