

**REGULAR ROSEAU CITY COUNCIL MEETING  
MONDAY – MARCH 2, 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 Acting Mayor Gerry Schiltz, Council members Curt Ireland, Pat Novacek and Linda Vatnsdal. Mayor Pelowski was absent. Others present were Clerk-Treasurer Michelle Slater, Police Chief Ward Anderson, Liquor Store Manager Brad Wiberg, City Attorney Pat Moren, Jack Swanson-Roseau County Commission and Wild102, Fire Chief Tim Skime, Roseau Promotions Director Lyle Grindy, Maria Pahlen, Pierce Foss, Ashley Dunham, Austin Kaml, John Wynne-Wynne Consulting and Tim Kofstad.

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

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

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

- a. Approval was given to pay the accounts payable claims from February 3, 2009 through March 2, 2009 as presented, with a batch number of AP022809 and is filed in edit books in the City Clerk's Office.
- b. Daily Batch checks written from February 1, 2009 through February 28, 2009 were audited, approved and are filed in edit books in the City Clerk's Office.
- c. Receipt entries January 1, 2009 to January 31, 2009 were audited, approved and are filed in edit books in the City Clerk's Office.
- d. Journal entries January 1, 2009 through January 31, 2009 were audited, approved and are filed in edit book in the City Clerk's Office.
- e. A review of December 2008 General Ledger checks written compared with check images on the bank statements found no irregularities.
- f. Upcoming meetings –
  - a. March 16, 2009 at 5:00 p.m. Comprehensive Plan work session.
  - b. April 6, 2009 at 5:00 p.m. Regular Council meeting.
- g. Approve the use of alcohol in the Community Center-
  - a. May 23, 2009 Fevold/Monsour wedding dance.
  - b. June 27, 2009 Grafstrom wedding dance.
- h. Dave Anderson-Roseau County Social Services thank-you.
- i. The Northwest Regional Development Commission Calendar Year 2008 Annual Report was acknowledged.
- j. The Council was notified Representative Dave Olin has scheduled a Town Meeting in Roseau on Saturday, March 21, 2009 from 1 p.m. to 3 p.m. in the Roseau City Council Chambers. A quorum of Council members may attend, therefore a notice will be sent.
- k. Acknowledged Liquor Store February 2009 monthly sales report.
- l. Investment-Roseau EDA Hi Fi as of 02/24/09 is \$66,910.52
- m. Cash in Bank-Regular checking as of 02/24/09 is \$090,160.45.
- n. Investment-Regular Hi Fi as of 02/24/09 is \$3,353,220.44.
- o. Cash in Bank-Liquor Credit Card as of 02/24/09 is \$2,050.91.
- p. Cash in Bank-Airport Fuel Sales Credit Card as of 02/24/09 is \$1,101.95.
- q. Investment-Roseau EDA Money Market as of 02/24/09 is \$93,396.16.
- r. Cash in Bank-Pine to Prairie Birding Trail as of 02/24/09 is \$3,764.55.
- s. Cash in Bank-Scandinavian Festival as of 02/24/09 is \$2,673.49.
- t. Cash in Bank-Roseau Community Youth Project as of 02/24/09 is \$3,324.14.
- u. Cash in Bank-Welcome to Roseau as of 02/24/09 is \$1,137.17.
- v. Cash in Bank-Roseau EDA as of 02/24/09 is \$233.74.
- h.

**CITY OF ROSEAU 2009 COMMITTEE/BOARD APPOINTMENTS**

- **ROSEAU VOLUNTEER FIRE DEPARTMENT:** Chief Tim Skime, Asst. Chief Jeff Ballard, Captain Mike Trihey, 1<sup>st</sup> Lieutenant Mark Bernat, 2<sup>nd</sup> Lieutenant Troy Hammer, President Scott Vacura, Vice President Craig McMillin, Supply Officer Craig McMillin, Trustee Nick Gustafson, Trustee Aaron Rose, Training Officer Mark Jennings, Training Officer Troy Hammer, Secretary Ryan Severson.

Council member Novacek motioned, Council member Ireland seconded and it was carried by unanimous vote to approve a cooperative cost-share with Roseau County in the amount of \$2,500 per year for consulting and grant writing services provided by Wynne Consulting of Wannaska. The cities of Greenbush and Badger have given approval and Wynne plans to meet with the Warroad City Council on the matter.

**CONTRACT FOR GRANT PREPARATION SERVICES**

CONTRACT, made January 1, 2009, between Wynne Consulting, Inc. (hereinafter referred to as "Consultant") and the City of Roseau, Minnesota (hereinafter referred to as City of Roseau).

**Recitals**

- A. The City of Roseau desires to apply for grant funds to address various needs throughout the City.
- B. The City of Roseau desires to have the following services to be performed by Consultant: Grant Application Preparation.
- C. Consultant agrees to perform this service for the City of Roseau and its service organizations under the terms and conditions set forth in this contract.

IN CONSIDERATION OF the mutual promises set forth herein, it is agreed between Consultant and the City of Roseau as follows:

- 1. Nature of Services. Consultant will furnish the following services for the City Of Roseau and its member service organizations:
  - a. Prepare applications, forms or other documents necessary to be considered for grant funding as directed by the Roseau City Council in a timely fashion.
- 2. Furnishing of Labor and Materials. Except as may be otherwise specifically provided in this contract, Consultant shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this contract.
- 3. Time Devoted to Work. In the performance of the services, the aforesaid services and the hours Consultant is to work on any given day will be entirely within the Consultant's control and The City of Roseau will rely on Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this contract.
- 4. Duration of Contract. This contract will become effective January 1, 2009 and will continue in full force and effect until December 31, 2009. This contract shall automatically renew annually until December 31, 2012 unless either the City of Roseau or the Consultant elects to discontinue the contract.
- 5. Payment. The City of Roseau will pay an annual flat fee of \$2,500. This fee will be paid to Roseau County. In addition, the City of Roseau will pay to the Consultant "out of pocket" costs up to a "maximum" of \$1,000 annually. "Out of pocket" costs shall include, but not be limited to:
  - Mileage at the established Federal reimbursement rate.
  - Lodging at actual cost incurred.
  - Postage at actual cost incurred.
  - Telephone costs (long distance at actual cost incurred)
  - Photocopy's at \$ .05 per copy.
- 6. Payment Requests. Roseau County may request full payment of \$2,500 from the City of Roseau upon the execution of this agreement. Additionally 'the Consultant may request "out of pocket" costs on a monthly basis as they are incurred.
- 7. Status of Consultant. This contract calls for the performance of the services of Consultant as an independent contractor and none of the employees or personnel of Consultant will be considered employees of the City of Roseau for any purpose. In the performance of the work herein contemplated, Consultant has the authority to control and direct the performance of the details of work, the City of Roseau being interested in the result obtained.
- 8. The City of Roseau's Right of Supervision and Inspection. The work and services contemplated herein must meet the approval of the City of Roseau and shall be subject to the City of Roseau's general right of inspection and supervision to secure the satisfactory completion thereof. The City of Roseau will be provided with applications for review, if desired, at least 3 days prior to the actual date of delivery to the funding agency.
- 9. Services for others. Consultant may perform services for other persons, entities or municipalities provided that such performance does not adversely affect their ability to perform the services contemplated by this contract.
- 10. Successors and Assigns. This contract shall be binding and shall inure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives, and successors. However the Consultant shall not assign the grant writing responsibilities under this contract to another grant writer without the specific approval of the City of Roseau.

11. Amendment, Modification or Waiver. No amendment, modification, or waiver of any condition, provision or term of this contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default by any party shall not effect or impair any right arising from any subsequent default.

12. Cancellation of Contract. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Contract, the City of Roseau shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least 10 days before the effective date of such termination.

13. Entire Agreement. This contract contains the entire understanding of the parties hereto with respect to the services contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise have been made by either party hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

Wynne Consulting, Inc. The City of Roseau, Minnesota

By s/s Jeff Pelowski  
Its Mayor

By s/s John Wynne  
Its Owner

Maria Pahlen-DWI Court Coordinator gave a presentation on the Roseau Court DWI Court program that is currently funded until September of 2010 through a grant.

Lyle Grindy-Roseau Promotions Director reported;

- he is conducting the Roseau Civic and Commerce annual membership drive.
- a Survive or Thrive Workshop for Roseau businesses will be held in the City Center in the next few weeks. A consultant with the Northwest Regional Small Business Development Center will be available to meet one-on-one to offer assistance on several business related topics.

Council member Vatnsdal motioned, Council member Novacek seconded and it was carried by unanimous vote to approve the Roseau Area Hospital (#1-09) request to rezone the property immediately west of 309-3<sup>rd</sup> St NW from P-1 (Light Public Zoning District) to C-1 (Central Commercial Zoning District) as recommended by the Planning Commission as follows:

**ORDINANCE NO. 15 THIRD SERIES**  
**(Uncodified)**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ROSEAU, MINNESOTA, TO AMEND THE ROSEAU CITY CODE SECTION 11.03 GOVERNING LAND USE REGULATION (ZONING); SAID SECTION 11.03 BEING ENTITLED "DISTRICTS ESTABLISHED, ABBREVIATIONS, ZONING DISTRICT MAP, ANNEXATION AND ZONING PERMITS".**

The City Council of the City of Roseau, Minnesota, ordains as follows:

SECTION 1. That the official zoning district map incorporated by reference in the Roseau City Code, Section 11.03, is amended to reclassify the following described real estate from P-1 (LIGHT PUBLIC ZONING DISTRICT) to C-1 (CENTRAL COMMERCIAL ZONING DISTRICT).

The South Two Hundred Sixty-six (266) feet of the West Eighty (80) feet of Block One (1), Budds Addition to the City of Roseau, according to the plat thereof.

SECTION 2. All ordinances and parts of ordinances inconsistent with this ordinance are hereby repealed.

SECTION 3. The ordinance shall take effect and be in full force after its passage and publication.

Dated this 2<sup>nd</sup> day of March 2009.

s/s Jeff Pelowski  
Mayor

ATTEST:  
s/s Michelle Slater  
City Clerk-Treasurer

The Planning Commission:

- received a clean-up report update from Chief Anderson.

- was notified the house at 312 3<sup>rd</sup> Avenue Northeast (owned by Realty Resellers) has been razed. Attorney Moren answered a question that arose on land that was deeded from a neighbor to allow this house to be purchased by a previous owner.
- was notified that the railroad is not allowing any further clean-up on the railroad property formerly leased by Howell Steel and Siding pending the results of an Environmental Study.

Commission Jack Swanson reported he, Mayor Pelowski, Community Development Coordinator Peterson, Superintendent Drown and three Watershed Board members met three weeks ago regarding the duplication of services, such as engineering services. It was reported this group plans to continue looking for ways to cost share together to save money for each entity.

It was reported Mayor Pelowski and Community Development Coordinator Peterson are scheduled to testify tomorrow morning before a Senate Finance Committee to request State bonding money in the amount of \$7.75 million to allow the City of Roseau to begin Phase I construction of the East Diversion Project. Federal Funding is also being requested for the project.

It was reported the Airport Committee plans to meet March 17, 2009 at 7:00 a.m. in the Roseau City Council Chambers.

Council member Schiltz reported due to bad weather the EDA was unable to meet with a potential new business prospect recently. The EDA met on February 26<sup>th</sup> and;

- received an update on the Roseau Gasification Project.
- continues to search for new business prospects.

Fire Chief Skime reported he has been asked to meet with Police Chief Anderson on the Fire siren situation.

Skime reported the eternal flame at the Emergency Services Memorial is being extinguished when there is a strong northwest wind and he has notified the company and is waiting for a part to resolve the matter.

Council member Ireland motioned, Council member Vatnsdal seconded and it was carried by unanimous vote to allow City of Roseau non-exempt, licensed police officers to work shifts that will be paid through a Roseau County Stonegarden 18-month grant. The City of Roseau police officers working these shifts will be paid through the City of Roseau payroll and reimbursed from Roseau County. All benefits are taken into consideration, which will result in no cost to the City of Roseau (unless there is a workman's comp claim). It was noted Chief Anderson would not be working any shifts due to his exempt status.

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

**#R 15-09**

**RESOLUTION**

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

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

**BE IT RESOLVED** that the City of Roseau hereby declares that the position titled Police Officer, currently held by Joseph L. Asp, meets all of the following Police and Fire membership requirements;

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

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

s/s Michelle Slater  
Clerk-treasurer

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

and the following voted against the same: None

and the following abstained: None

and the following were absent: Mayor Pelowski

whereupon said motion was declared duly passed and adopted.

The execution of this resolution is contingent upon Mr. Asp meeting all requirements of the City of Roseau Police Department.

Council member Novacek introduced the following resolution and moved for its adoption:

**#R 16-09**  
**RESOLUTION ACCEPTING POLICE VEHICLE QUOTE**

**WHEREAS**, pursuant to a request for quotes for a new police department vehicle, quotes were received complying with certain specifications as follows:

<u>Company</u>	<u>Quote</u>
MN State Contract (Car/Truck City)	\$26,315.40
Lake Country Chev-Buick-Pontiac	\$30,717.00

**AND WHEREAS**, it appears that the Minnesota State Contract is the lowest responsible quote.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROSEAU, MINNESOTA:**

The mayor and clerk are hereby authorized and directed to enter into a contract with the Minnesota State Contract (Car/Truck City) in the name of the City of Roseau for the purchase of a new 2009 Chevrolet Tahoe Special Service 4WD 4dr according to specifications that are filed in the office of the City Clerk.

Adopted by the Roseau City Council this 2<sup>nd</sup> day of March 2009.

ATTEST:

s/s Michelle Slater

s/s Gerry Schiltz

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

and the following voted against the same: None

and the following abstained: None

and the following were absent: Mayor Pelowski

whereupon said motion was declared duly passed and adopted.

Police Chief Anderson presented the 2008 Annual Police Department Report.

Attorney Moren presented a copy of a letter sent on behalf of the City of Roseau to Mr. Thomas F. McFarland, P.C., Legal Counsel representing Minnesota Northern Railroad, Inc. notifying him the City of Roseau desires to take over the insurance responsibilities set forth in that certain Occupancy License Agreement between Minnesota Northern Railroad, Inc., and Roseau River Watershed District dated March 2, 2006. Council member Ireland motioned, Council member Vatsndal seconded and it was carried by unanimous vote to approve the following Amendment to Occupancy License Agreement with Minnesota Northern Railroad, Inc. contingent upon the League of Minnesota Cities Insurance Trust also approves the agreement as follows:

**AMENDMENT TO OCCUPANCY LICENSE AGREEMENT**  
**DATED MARCH 2, 2006**

With respect to that certain Occupancy License Agreement attached hereto as Exhibit "A", the undersigned Minnesota Northern Railroad, Inc. (Licensor) its successors, assigns or affiliated companies, and Roseau River Watershed District (Licensee), for valuable consideration, hereby agree that, notwithstanding the provisions of paragraph 3 of the attached Exhibit "A", either the Roseau River Watershed District, or the City of Roseau, Minnesota, a Minnesota Municipal Corporation and Political Subdivision of the State of Minnesota, shall fulfill the insurance obligations more fully set forth in paragraph 6 of the attached Exhibit "A".

It is the stated intent of this Amendment that the City of Roseau, Minnesota, may, for the purposes only set forth in this Amendment, be substituted for the Roseau River Watershed District with respect to said paragraph 6 of the attached Exhibit "A".

Subject to this Amendment, the Occupancy License Agreement attached hereto as Exhibit "A" is in all matters ratified and confirmed by Minnesota Northern Railroad, Inc. and Roseau River Watershed District.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this 2<sup>nd</sup> day of March 2009.

\_\_\_\_\_  
WITNESS  
  
LICENSOR  
MINNESOTA NORTHERN RAILROAD, INC.  
By: George LaPray  
Its: General Manager  
Signed: \_\_\_\_\_

\_\_\_\_\_  
WITNESS  
  
LICENSEE  
ROSEAU RIVER WATERSHED DISTRICT  
By: Laverne Voll  
Its: Chairperson  
Signed: \_\_\_\_\_

**CONSENT OF CITY OF ROSEAU, MINNESOTA**

The City of Roseau, Minnesota, hereby consents to, and agrees to be bound by, the terms of this Amendment at any time which the City of Roseau shall provide the insurance coverage mandated by the Occupancy License Agreement described above.

\_\_\_\_\_  
WITNESS  
  
CITY OF ROSEAU, MINNESOTA  
By: Jeff Pelowski  
Its: Mayor  
Signed: \_\_\_\_\_

The Council acknowledged a General Fund report showing 2008 final Revenue and Disbursement numbers with revenue offsets to each department (unaudited).

Council member Vatnsdal motioned, Council member Ireland seconded and it was carried by unanimous vote to authorize the Attachment B, Amendment to the Engineer's Agreement for the 2008 Roseau Municipal Airport Improvements increasing the Freeberg & Grund Inc. billing to \$23,340.14, an increase of \$1,165.79. This would result in an overall reduction of \$58.29 as a result of the FAA grant with a 95%/5% cost share.

A proposal for an Internet café at the Roseau City Center from Dave Grafstrom and Nicole Hagen-Northland College Roseau Satellite Site will be added to the April 6, 2009 Regular Council meeting agenda.

The Council was informed that Roseau County Emergency Management is hosting a 2009 Flood Preparedness and Training Workshop on March 12, 2009 at the Roseau City Center.

A request for the City to obtain a piano for events in the City Center was tabled.

Council member Vatnsdal reported Superintendent Drown is working with Cornerstone Timberframes to obtain site requirements and costs for a proposed gazebo in River View Park and approved in the 2009 budget.

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

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer

\_\_\_\_\_  
Acting Mayor