

**REGULAR ROSEAU CITY COUNCIL MEETING
MONDAY – FEBRUARY 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 Mayor Jeff Pelowski, Council members Curt Ireland, Linda Vatsndal, Gerry Schiltz and Pat Novacek. Absent none. Others present were Clerk-Treasurer Michelle Slater, Community Development Coordinator Todd Peterson, Superintendent David Drown, Police Chief Ward Anderson, Liquor Store Manager Brad Wiberg, City Attorney Pat Moren, Jack Swanson-Roseau County Commission and Wild102, Fire Chief Tim Skime, Lyle Grindy, Nick Anderson, Tim Kofstad, Mike Holm, Christine Holm, Molly Lee, Justin Anderson, Mary Anderson, Kristin Jesch, Christina Grahn, Katie Hoff, Steve Anderson, Marissa Brandt, Steph McFarlane, Afton Cameron, Chelsey Fish, Ben Nelson and Rose Gracza.

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

Council member Schiltz motioned, Council member Vatsndal seconded and it was carried by unanimous vote to approve the December 29, 2008 minutes as presented.

Council member Ireland motioned, Council member Schiltz seconded and it was carried by unanimous vote to approve the January 5, 2009 minutes as presented.

Council member Vatsndal motioned, Council member Schiltz 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 January 6, 2009 through February 2, 2009 batch AP013109 and is filed in edit books in the City Clerk's Office.
- b. Daily Batch checks written from January 1, 2009 through January 31, 2009 were audited, approved and are filed in edit books in the City Clerk's Office.
- c. Receipt entries December 1, 2008 through December 31, 2008 were audited, approved and are filed in edit books in the City Clerk's Office.
- d. Journal entries December 1, 2008 through December 31, 2008 were audited, approved and are filed in edit books in the City Clerk's Office.
- e. A review of November 2008 General Ledger checks written compared with check images on the bank statements found no irregularities.
- f. Notices and Communications;
 - a. March 2, 2009 Regular Council meeting 5:00 p.m.
 - b. April 6, 2009 Regular Council meeting 5:00 p.m.
- g. Celebrate Women – Women's History Month March events information.
- h. Approve Oakcrest Golf Course Sunday Liquor License application.
- i. Acknowledged Focus Corp thank-you for allowing the use of the Community Center for their Christmas party.
- j. Acknowledged Maxine Penas family thank-you.
- k. Acknowledged Liquor Store January 2009 monthly sales report.
- l. Acknowledged 2009 Pay Equity Implementation Report submitted by Community Development Coordinator Peterson.
- m. Investment-Roseau EDA Hi Fi as of 01/27/09 is \$59,314.38.
- n. Cash in bank-Regular checking as of 01/27/09 is \$1,373,412.56.
- o. Investment-Regular Hi Fi as of 01/27/09 is \$2,815,287.40.
- p. Cash in bank-Liquor Credit Card as of 01/27/09 is \$3,289.55.
- q. Cash in bank-Airport Fuel Sales Credit Card as of 01/27/09 is \$999.92.
- r. Investment-Roseau EDA Money Market as of 01/27/09 is \$89,837.57.
- s. Cash in bank-Pine to Prairie Birding Trail as of 01/27/09 is \$4,484.55.
- t. Cash in bank-Scandinavian Festival as of 01/27/09 is \$2,673.49.
- u. Cash in bank-Roseau Community Youth Project as of 01/27/09 is \$3,324.14.
- v. Cash in bank-Welcome to Roseau as of 01/27/09 is \$1,137.17.

w. Cash in bank-Roseau EDA as of 01/27/09 is \$257.39.

x.

**#R 13-09
RESOLUTION ACCEPTING DONATION**

WHEREAS, the Roseau American Legion Forty and Eight Voiture 1436 has presented to the City of Roseau a donation of \$1,000.00 and has designated that these donations be deposited in the Memorial Arena Zamboni Replacement Fund in exchange for advertising on the Zamboni; and

WHEREAS, the City Council is appreciative of the donation and commends the Roseau American Legion Forty and Eight Voiture 1436 for their civic efforts,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Roseau, Minnesota;

1. that the donation is accepted and acknowledged with gratitude.
2. that the donation will be appropriated to the Memorial Arena Zamboni Replacement Fund.

Adopted this 2nd day of February 2009.

By: s/s Jeff Pelowski
Mayor

Attest:

s/s Michelle Slater
City Clerk

y.

**#R 14-09
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 Marc E. Hodge meets all of the following Police and Fire membership requirements:

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

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

STATE OF MINNESOTA

COUNTY OF ROSEAU

I, Michelle B. Slater, clerk of the City of Roseau, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 2nd day of February, 2009; the original of which is on file in this office. I further certify that five members voted in favor of this resolution and that five members were present and voting.

Signed: s/s Michelle Slater

Dated: February 2, 2009

z.

CITY OF ROSEAU 2009 COMMITTEE/BOARD APPOINTMENTS

- **EDA:** C & C Representative-Stuart McFarlane through 2013
President-Robert Foley Jr. through 2009
Vice President-Jack Swanson through 2014
Treasurer-Norm Hayes through 2011
Assistant Treasurer-Steve Pavek through 2010
Council member Gerry Schiltz
Mayor Jeff Pelowski
EDA Administrator-Community Development Coordinator Todd Peterson
- **GILBERTSON BALLFIELD:** Chairman Ron Schwehr, Donn Haugen, Harley McMillin, Randy Olson, Tracy Wensloff, City Representatives-Mayor Jeff Pelowski, Parks and Rec.-Chad Johnson

- **PARK BOARD:** Michelle Moren, Benny Gordon, Jenny Hanson, Mike Bodell, Mark Johnson, Sonya Peterson, City Representatives-Council member Curt Ireland, Parks and Rec.-Chad Johnson

Roseau Promotions Director Lyle Grindy reported;

- the C & C annual meeting was held at the Roseau City Center on January 19, 2009 and was well attended.
- he recently attended the Explore Minnesota Tourism Conference in Minneapolis and found it very informative.

Council member Ireland motioned, Council member Schiltz seconded and it was carried by unanimous vote to approve the Scott Johnson/Steve Anderson (#10-08) Rezoning application to rezone a residence from R-1 (Single Family Residence Zoning District) to R-2 (One or Two Family Residence Zoning District) for the purpose of using the residence as a professional business office as recommended by the Planning Commission as follows:

**ORDINANCE NO. 14 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 R-1 (SINGLE FAMILY RESIDENCE ZONING DISTRICT) to R-2 (ONE OR TWO FAMILY RESIDENCE ZONING DISTRICT).

Lot One (1) and the West Half (W1/2) of Lot Two (2), Block Three (3) of Sander's and Brandt's Railway Addition to the City of Roseau.

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 10th day of February, 2009.

s/s Jeff Pelowski
Mayor

ATTEST:
s/s Michelle Slater
City Clerk-Treasurer

Council member Novacek motioned, Council member Ireland seconded and it was carried by unanimous vote to approve the Scott Johnson/Steve Anderson (#11-08) Conditional Use Permit application to allow a residence to be used as a professional business office as recommended by the Planning Commission.

Council member Novacek motioned, Council member Ireland seconded and it was carried by unanimous vote to set a Public Hearing on February 23, 2009 at the Planning Commission meeting to consider the Roseau Area Hospital District (#1-09) rezoning request to rezone the property immediately west of 309-3rd St NW from P-1 (Light Public Zoning District) to C-1 (Central Commercial Zoning District) as recommended by the Planning Commission.

The Planning Commission received an update on the property clean-up punch list.

Roseau County Commissioner Jack Swanson reported:

- he attended an Energy Savings Conference for local government in January and as a result, Roseau County will be receiving a free energy audit in the next several months from a company called Retired Engineers Technical Assistance Program or RETAP. He indicated RETAP is also willing to do other energy audits if the City of Roseau is interested.
- the AMC Futures Project meeting to be held this week will feature Legislators who will speak on the State Biennial Budget and Ben Winchester with the Center for Small Towns.
- DFL Legislators have scheduled a Town Meeting in Bemidji on February 20th to discuss the Governor's Budget proposals.

The Oakcrest Golf Club 2008 Financial report was acknowledged.

The Airport Committee will be asked to review and make a recommendation on the Roseau Aviation Inc. agreement renewal.

The Roseau EDA met on January 28, 2009 and;

- had discussion on the Gasification project
- discussed possible business prospects.

Liquor Store Manager Wiberg;

- gave the Council members a Minnesota Municipal Beverage Association disc on the value of a municipal liquor store to review.
- agreed to bring a proposal upgrading the part-time Liquor Store employees pay schedule to the Operations Committee to be reviewed and make a recommendation to the Council.

Fire Chief Skime informed the Council the new Fire Truck has arrived.

Police Chief Anderson reported;

- he is in the process of testing and hiring a replacement officer for the vacant part-time position.
- Officer Dan Berggren has passed his DARE Schooling and will be coordinating the program.

Police Chief Anderson reported he has received a state bid and plans to obtain a local competitor bid for a new police vehicle approved in the 2009 budget.

Superintendent Drown reported a “No dogs or pets allowed” sign has been installed at Memorial Arena since incidents were reported this past weekend.

Superintendent Drown reported the plans are to raze the unoccupied Scott Pahlen house (312 3rd Avenue Northeast previously discussed at the Council level) this week.

The Council reviewed information received from Northern Municipal Power Agency to member cities regarding the 2009-2010 Wholesale Power Cost Comparison to the year 2008 actual costs.

Council member Novacek motioned, Council member Schiltz seconded and it was carried by unanimous vote to approve the following Flood Operations Agreement and authorized the mayor to execute the same at such time as the East Diversion Project is ready to proceed:

FLOOD OPERATIONS AND FACILITIES MAINTENANCE AGREEMENT

This Agreement is made and entered into effective _____ by and between the City of Roseau, Minnesota (hereinafter “the City”) and Minnesota Northern Railroad, Inc., a corporation organized and existing under the laws of the State of Minnesota, with its principal office and place of business in the City of Crookston, State of Minnesota, (hereinafter “Minnesota Northern”).

RECITALS

WHEREAS, Minnesota Northern owns and operates certain railroad tracks on lands over which the Owner holds a right of way in Roseau County, Minnesota (hereinafter “Minnesota Northern Lands”); and

WHEREAS, the U.S. Army Corps of Engineers (hereinafter “Corps”) has, under authority of the Water Resources Development Act of 2007 (P.L. 110-114) undertaken the development of the Roseau, Minnesota Flood Risk Management Project (hereinafter “the Project”) at Roseau, Minnesota; and

WHEREAS, the City is the Non-Federal Sponsor for the Project and has entered into a Project Partnership Agreement (hereinafter “PPA”) with the Corps for the construction of the Project;

WHEREAS, the City’s obligations under the PPA include the acquisition of the real estate interests necessary for the Project and the operation and maintenance of the Project when constructed; and

WHEREAS, the Corps, the City, and Minnesota Northern will enter into a separate Relocation of Facilities Agreement (Phase II: Construction of Bridge and Transfer of Real Estate Interest Agreement), for relocation of Minnesota Northern's facilities, by which certain modifications to Minnesota Northern's facilities are to be constructed as features to the Project; and

WHEREAS, the City is obligated to perform certain inspections of the Project and is further required to secure authority for the Corps to perform such inspections; and

WHEREAS, the parties wish to enter into an agreement providing for the conduct of operations during flood events and making provision for periodic inspection and maintenance of the Project by the parties hereto and the Corps.

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereafter set forth, Minnesota Northern and the City agree as follows:

Article 1. Project Inspection and Maintenance

A. The parties hereto shall jointly undertake inspections of the portions of the Project located on Minnesota Northern Lands. Such inspections shall be conducted not less often than annually. The Project shall be maintained pursuant to the Operations, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) Manual for the Project and in accordance with the as-built drawings generated for the Roseau, Minnesota Flood Risk Management Project. If the parties disagree with regard to what repair(s) and/or maintenance is required, the City's decision shall be controlling, except that Minnesota Northern's decision shall be controlling in all instances in which the repair and or maintenance is necessary for the safety and/or efficiency of Minnesota Northern's railroad operations. In the event any such inspection reveals that the Project's ability to provide the required flood protection has been compromised, the City shall promptly arrange for any required repair(s) and/or maintenance and coordinate the work with Minnesota Northern in an attempt to preserve the continued operation of Minnesota Northern's railroad tracks.

B. Minnesota Northern will, at the expense of the City for a period not to exceed 50 years from the date of this Agreement, maintain and repair the following features, as shown on the plans shown on Exhibit A attached hereto and made a part hereof, entitled "Roseau Flood Risk Management Project Construction Plans for Grading, Shoo-Fly Track, Main Line Track, and Bridge No. 84.05 (hereinafter "the Relocation Plans"). After the period of 50 years from the date of this Agreement, Minnesota Northern will maintain and repair the features referenced in this paragraph at its own expense.

C. The City, at its own expense, will maintain and repair (or provide for the maintenance and repair of) the diversion channel, and all other levees and facilities constructed as part of the Project, with the exception of the features referenced in paragraph B. above.

Article 2. Flood Operations

The City shall give notice to Minnesota Northern in accordance with the notification provisions below that a flood event is imminent and that the City intends to operate the Project for flood risk management purposes. Such notice is intended to afford Minnesota Northern the opportunity to have its personnel present for flood risk management operations.

Article 3. Cost Reimbursement

A. The City shall reimburse Minnesota Northern for actual costs incurred for repairing the flood risk management facilities described in Article 1, paragraph B. Prior to making any repair(s) to these facilities, Minnesota Northern shall provide the City a good faith cost estimate for completing any such repair(s). No repair(s) shall be undertaken until the City has approved the project scope and corresponding costs, with the exception of emergency situations. An emergency situation shall be solely determined by Minnesota Northern and Minnesota Northern shall notify the City of any such emergency the next regular business day.

B. The City shall reimburse Minnesota Northern for actual costs incurred for maintaining the flood risk management facilities described in Article 1, paragraph B. Prior to performing any maintenance on these facilities, Minnesota Northern shall provide the City a good faith cost estimate for performing such maintenance. No maintenance shall be undertaken until the City has approved the extent and corresponding cost.

C. The City shall reimburse Minnesota Northern for such costs upon receipt of invoices supported by such evidence of payment made by Minnesota Northern as may be required by the City. All original time cards or payrolls, material records, and accounts for all charges and expenses for which reimbursement will be claimed from the City shall be available at all reasonable times, to allow the City to check and audit the invoices submitted by Minnesota Northern. So far as practicable, separate records shall be maintained by Minnesota Northern on all items and accounts, which shall constitute the basis of information, from which the invoices will be prepared.

Article 4. Liability

As between the City and Minnesota Northern, all risk of damage to property, injury to persons (including death) and all other claims made against them caused by or attributed to the presence of the Project will be governed by the terms of the easement or other real property agreement entered into between the City and Minnesota Northern to allow the City to construct, operate, and maintain the Roseau, Minnesota Flood Risk Management Project.

Article 5. References

Incorporated herein by reference are the plans, specifications, and as-built drawings for the entire Roseau, Minnesota Flood Risk Management Project at Roseau, Minnesota, the PPA, and 33 C.F.R. 208.10, Local flood protection works; maintenance and operation of structures and facilities. To the extent that the terms of the PPA or 33 C.F.R. 208.10 conflict with the terms herein, the PPA and the 33 C.F.R. 208.10 terms shall prevail.

Article 6. Notices

All requests, notices, directions and other communication required or permitted under this agreement shall be in writing and shall be delivered in person or deposited in first class mail addressed to the City of Roseau at:

Mayor of Roseau
P.O. Box 307
1212 Center St E
Roseau, MN 56751

And to Minnesota Northern at
General Manager

1420 South Main St
P.O. Box 705
Crookston, MN 56716

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

MINNESOTA NORTHERN RAILROAD, INC.

Dated: _____ By _____
President
Minnesota Northern Railroad Inc.

CITY OF ROSEAU, MINNESOTA.

Dated: _____ By _____
Mayor
City of Roseau, Minnesota

Attorney Moren reported Exhibit A has not been received, and when received, it will be brought before the Council for consideration.

Community Development Coordinator Peterson notified the Council when approval is received, the bridges for the East Diversion Project are ready to be bid. Work is in progress to purchase all land that is needed to access the railroad bridge in the project. A meeting of these landowners is scheduled for February 26, 2009, 5:00 p.m. Council member Vatnsdal motioned, Council member Ireland seconded and it was carried by unanimous vote to authorize the advertisement for appraisal request for services to work as a neutral party between the City of Roseau and landowners in the process of land purchase. The appraiser would attend the February 26th meeting.

Community Development Coordinator Peterson reported the final closeout package has been received from FEMA and the final FEMA payment due to the City for 2002 Flood Projects is \$258,445.99.

Community Development Coordinator Peterson reported he has contacted Jon Hansen from Simplex regarding a microphone system for the Council Chambers. Simplex installed the wireless system in the Community Center. The quote was approximately \$24,000 for a wireless sound system, which is about double what was originally discussed. Peterson asked for direction from the Council. There was \$10,000 included in the 2009 budget for a Council Chambers sound system. The matter was tabled.

Community Development Coordinator Peterson reported five engineering firms were interviewed for City projects. A separate meeting was held with current engineering firm Freeberg & Grund Inc. and expectations were discussed at length. A copy of these expectations were presented to the Council. After discussion, Council member Novacek motioned, Council member Vatnsdal seconded and it was carried by unanimous vote to retain engineering firm Freeberg & Grund Inc. for general City projects at this time, however, this is dependent upon the working relationship, as recommended by the interviewing committee.

Community Development Coordinator Peterson reported three engineering firms were interviewed for Airport Projects. Freeberg & Grund Inc. submitted a proposal without an airport planner. HNTB has been working with Freeberg & Grund Inc., on the current Airport project. Karvakko Engineering has submitted a proposal naming HNTB as its partner and due to the conflict with HNTB the matter was tabled for further investigation.

Police Chief Anderson agreed to provide the service of measuring rain/snow on a daily basis for the National Weather Service, who uses the data when flood issues arise.

Council member Schiltz motioned, Council member Novacek seconded and it was carried by unanimous vote to approve the Cooperation Agreement between Independent School District No. 682 and the City of Roseau and authorize the Mayor to execute the agreement as follows:

COOPERATION AGREEMENT

**Independent School District No. 682
and the City of Roseau
July 1, 2009 to June 30, 2012**

Article I – Article of Implementation

Section 1. Parties to the Agreement: Independent School District No. 682, hereinafter referred to as the “School” and the City of Roseau, hereinafter referred to as the “City”, do hereby enter into this Cooperative Agreement (“Agreement”) to be effective from July 1, 2009, through June 30, 2012.

Article II – Purpose of the Agreement

Section 1. Purpose: The purpose of this Agreement is to implement cooperative delivery systems for the athletic, cultural, educational, and recreational well-being of the youth and adult residents of the School and the City.

Section 2. Mission Statement: The parties to this Agreement believe that political subdivisions should, whenever possible, cooperate to provide services to improve the quality of life for the people of the City of Roseau and the greater School Community of Independent School District No. 682. Through cooperation, it is believed that: (a) duplication of services will be diminished; (b) the cost of many existing services will be reduced; and (c) the feasibility of providing new services will be increased.

Subdivision 1. The School believes its primary mission is to provide quality educational programs for its kindergarten through twelfth grade students consistent with the rules and regulations of the State of Minnesota.

Subdivision 2. The City believes its primary mission is to provide governance and basic infrastructure needs for its residents.

Subdivision 3. The School and City agree that this Agreement is secondary to each party’s stated primary mission.

Section 3. Services of Mutual Interest: The City and School have a common interest in providing services and programs that improve the quality of life for adults and children. For this Agreement, the parties have identified the following services that improve the quality of life for its residents.

- Recreational activities and programs.
- Library services.
- Cultural activities and programs.
- College and technical training programs.
- Family-centered activities and programs that improve the quality of family life.

Section 4. Facilities for Cooperative Efforts: To implement cooperative efforts for the services and programs listed above, the parties to this Agreement have identified the following relevant facilities:

- City-owned Roseau Memorial Arena
- School-owned Rams Sports Center
- School-owned Rural Outdoor Ice Rinks
- City-owned Oakcrest Golf Course
- School-owned Roseau Swimming Pool
- School-owned Tennis Court Complex
- City Library
- School Library(s)
- City-owned Gilbertson Field
- School-owned Softball/Baseball Complex

Note: Facilities may be added to, or deleted from, the above list by resolution of both governing bodies (Roseau City Council and Roseau School Board).

Article III – Advisory Committee

Section 1. Advisory Committee Membership: An advisory committee is hereby created for overseeing the implementation of this Agreement. The committee shall be called the School-City Advisory Committee (SCAC). The committee shall be comprised of the following members:

- Two (2) members of the Roseau City Council
- Two (2) members of the Roseau School Board
- City/Community Development Coordinator
- Roseau School Superintendent

The parties to this Agreement shall select their representatives to serve as SCAC members. An appointed member shall serve at the pleasure of the party making the appointment and is subject to recall at any time. It is the duty of each party to this Agreement to advise the other when a change in SCAC committee membership occurs.

Section 2. Advisory Committee Duties: The duties of the SCAC shall be:

Subdivision 1. Facility Operations Review: To meet as necessary, but not less than annually, to review the operation of the facilities listed in Article II of this Agreement and, if necessary, to make appropriate recommendations for modification.

Subdivision 2. Normal Capital Expenditures: To meet, as necessary, to approve or disapprove normal capital outlay expenses for the listed facilities if cost-sharing is applicable.

Subdivision 3. Large Capital Expenditures: To meet, as necessary, to review large capital outlay expenses proposed for cost-share. Items recommended for cost-sharing by the SCAC must be submitted to both governing bodies for approval.

Section 3. Length of Service: The terms of appointment to the SCAC shall be continuous until the respective governing body appoints a successor.

Article IV – Use and Cost-Sharing for Eligible Facilities

This article clarifies the following items: (a) the cost-sharing arrangement, if applicable, for each facility listed in this Agreement, and (b) any restrictions on use of the listed facilities by residents represented by either party to this Agreement. Expenses not explicitly identified for cost-sharing shall be considered non-eligible costs.

Section 1. Roseau Memorial Arena: This facility is owned and operated by the City.

Subdivision 1. Use of Facility: The City shall allow all students of the School equal access to this facility without discrimination based upon the place of residence.

Subdivision 2. Scheduling: During the hockey season, representatives from the City and the School will meet every other week, at a minimum, to develop a rink utilization schedule.

The School's boy's varsity and junior varsity hockey teams will practice and play all their games at this facility. The School boy's hockey teams will be given the top priority for ice time by the City. Furthermore, should a scheduling conflict arise at the Rams Sports Center, the School's girls hockey teams will be given top priority at Memorial Arena.

Subdivision 3. Cost-Sharing: There shall be no cost-sharing on the part of the School for the use of Memorial Arena, including the locker room facilities. The provisions contained in Article V of this Agreement are applicable to this facility.

Section 2. Rams Sports Center: This facility is owned and operated by the School.

Subdivision 1. Use of Facility: The School shall allow all residents, including those residing in the City, equal access to this facility without discrimination based upon the place of residence.

Subdivision 2. Scheduling: During the hockey season, representatives from the School and the City will meet every other week, at a minimum, to develop a rink utilization schedule.

The School's girl's varsity and junior varsity (i.e. 14U or equivalent) hockey teams will practice and play all their games at this facility. The School girl's hockey teams will be given the top priority for ice time by the School. Furthermore, should a scheduling conflict arise at Memorial Arena, the School's boys hockey teams will be given top priority at the Rams Sports Center.

Subdivision 3. Cost-Sharing: There shall be no cost-sharing on the part of the City for the use of the Rams Sports Center. However, the School may charge the City for the total cost of operations (relating to ice resurfacing) for ice time requested by M.A.H.A. representatives in excess of the hours allocated to M.A.H.A. as part of the ice time exchange for the School's use of Memorial Arena. The provisions contained in Article V of this Agreement are non-applicable.

Section 3. Rural Outdoor Ice Rinks: The School owns and operates ice rinks at Ross, Salol, Malung, and Wannaska.

Subdivision 1. Use of Facilities: The School shall allow all residents, including those residing in the City, equal access to these facilities without discrimination based upon the place of residence.

Subdivision 2. Cost-Sharing: There shall be no cost-sharing on the part of the City for the use of these facilities. The provisions contained in Article V of this Agreement are non-applicable.

Section 4. Oakcrest Golf Course:

Subdivision 1. Use of Facility: The City shall allow the School's boys and girls golf teams access to this facility during the MSHSL sports season.

Subdivision 2. Cost-Sharing: There shall be no cost-sharing on the part of the School for the use of this facility. The provisions contained in Article V of this Agreement are non-applicable.

Section 5. Roseau Swimming Pool: The School owns and operates this facility.

Subdivision 1. Use of Facility: The School shall allow all residents, including those residing in the City, equal access to this facility without discrimination based upon the place of residence.

Subdivision 2. Cost-Sharing: There shall be no cost-sharing on the part of the City for use of this facility. However, the School may charge the City an hourly rental rate for exclusive use of the Roseau School Swimming Pool for any future City run residential program utilizing the pool. The provisions contained in Article V of this Agreement are non-applicable.

Section 6. Tennis Court Complex: The School owns a six (6) tennis court complex located in the City of Roseau. (as of 6/04). Two (2) of the courts were constructed with FEAM replacement money allocated to the City following the flood of 2002; the School has assumed ownership of those courts.

Subdivision 1. Use of Facility: The School shall allow all residents, including those residing in the City, equal access to this facility without discrimination based upon the place of residence.

Subdivision 2. Cost-Sharing: The School shall operate and maintain the complex. The City shall cost-share the maintenance of 1/3 of the complex as approved by the SCAC. The provisions contained in Article V of this Agreement are applicable to this facility.

Section 7. City and School Libraries: The City and the School own and operate separate libraries located in the City of Roseau.

Subdivision 1. Use of Facilities: The School and City shall allow residents, whether students or adults, equal access to these facilities without discrimination based upon the place of residence.

Subdivision 2. Cost-Sharing: The School and City shall operate and maintain their own libraries. The provisions contained in Article V of this Agreement are non-applicable.

Section 8. Gilbertson Field: The City owns this facility.

Subdivision 1. Use of Facility: The City shall allow all students of the School equal access to this facility without discrimination based upon their place of residence.

Subdivision 2. Cost-Sharing: The School shall maintain and operate this facility, excluding mowing which shall be done by the City, during the MSHSL sport season for baseball.

The City shall maintain and operate the facility for the remainder of the calendar year. The provisions contained in Article V of this Agreement are applicable to this facility.

Subdivision 3. Bathroom Facilities: The City shall provide bathroom facilities at this facility, at no cost to the School, in the form of either portable toilets, or the use of the City/School funded restrooms located in the C.A.I.A. arena located adjacent to the site.

Section 9. Softball/Baseball Complex: The School owns this facility, which consists of nine (9) softball/baseball diamonds located in the City of Roseau.

Subdivision 1. Use of Facility: The School shall allow all residents, including those residing in the City, equal access to this facility without discrimination based upon the place of residence.

Subdivision 2. Cost-Sharing: the School shall maintain and operate this facility during the MSHSL sports seasons for girls softball and boys baseball. The City shall maintain and operate the facility, excluding mowing which shall be done by the School, for its Parks & Recreation programs in the off-season, as applicable. The City maintains the right to charge participation fees for programs conducted at this facility. The provisions contained in Article V of this Agreement are applicable to this facility.

Subdivision 3. Bathroom Facilities: The School shall provide portable toilets during the MSHSL sports season(s), the City shall provide portable toilets during the off-season, as applicable.

Article V – Cost Sharing for Facilities

Section 1. Definitions: This section clarifies what expenses are eligible for determining cost-sharing amounts for any eligible facilities identified in this Agreement. Terms used in this Agreement are defined as follows:

Subdivision 1. Eligible Facility: As specified Article IV, Sections 1, 6, 8, and 9 of this Agreement.

Subdivision 2. Cost-Sharing Allocation: Unless stated otherwise, cost-sharing for an eligible facility shall be on a 50%-50% basis.

Subdivision 3. Normal Capital Outlay: Capital outlay expenditures for the improvement of an eligible facility and/or the equipment necessary for the operation of that facility that are less than \$20,000, and are approved by the SCAC. These expenditures do not require approval from the governing bodies of the School and the City.

Note: This stipulation shall not be circumvented by the SCAC by dividing a facility improvement project and/or equipment acquisition into small project segments in order to meet the provisions of this subdivision.

Subdivision 4. Large Capital Outlay: A capital outlay expenditure for an eligible facility greater than \$20,000. These expenditures must be approved by the governing bodies of both the School and the City in order to be eligible for cost-sharing.

Note: Capital outlay expenditures not approved as specified in Subdivisions 3 or 4 (above), as applicable, shall be the sole responsibility of the party owning the facility.

Subdivision 5. Cost-Sharing Invoice: A request from one party of this Agreement to the other party to cost-share an eligible expenditure. The invoice must contain the appropriate documentation.

Subdivision 6. Fiscal Year: July 1st through June 30th of the next calendar year. All cost-sharing invoices shall be based upon this schedule.

Subdivision 7. Insurance: All applicable insurance pertaining to the facilities listed in Article II of this Agreement. Insurance costs shall be the sole responsibility of the owner of the particular facility.

Article VI – Duration Clause

Section 1. Length of the Agreement: This Agreement shall be effective from July 1, 2009 through June 30, 2012.

Section 2. Failure to Renew: This Agreement will become null and void in the event that the School and the City are unable to reach an understanding on the terms and conditions of a new Agreement by June 30, 2012.

Article VII – Agreement Ratification

IN WITNESS THEREOF, the parties hereby sign this Cooperative Agreement and verify that it has been approved by the governing body they represent.

City of Roseau _____
s/s Jeff Pelowski
Mayor

Independent School District No. 682
s/s Stuart McFarlane
School Board Chair

The Council discussed a Wynne Consulting proposal to Roseau County. It was decided to ask John Wynne to attend the March Council meeting to discuss how the City of Roseau would fit in this proposal.

Mayor Pelowski reported on 2009 proposed Local Government Aid unallotment to the City of Roseau.

The next Comprehensive Plan Work Session is scheduled for March 16, 2009 at 5:00 p.m.

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

Mayor