

**REGULAR ROSEAU CITY COUNCIL MEETING**

**MONDAY – February 7, 2022**

**Regular meeting at 5:00 P.M.**

**In person meeting**

**121 Center Street East Suite 201**

**Roseau, MN 56751**

The Regular monthly meeting of the Roseau City Council was held on the above date, time, and place. Members present were, Mayor Dan Fabian, Councilmembers: Pat Novacek, Amy Bassingthwaite, Brady Johnson and Mary Hayes. Absent: none. Others present were Community Development Coordinator Todd Peterson, Fire Chief Craig McMillin, Police Chief Ward Anderson, Liquor Store Manager Niki Johnson, City Attorney Michelle Moren, Clerk-Treasurer Beth Carlson, Jack Swanson Roseau County Commissioner, Keith Severson Parks & Rec Director, Joy Johnson, and Nights of Lights committee Kyle Horntvet, Kellie Roth, Deb Haugan, and Tim Loven.

Mayor Dan Fabian called the meeting to order, and the Pledge of Allegiance was said.

City Attorney Michelle Moren administered the Oath of Office to Council member Mary Hayes. Mary Hayes was appointed to serve as council member for the vacated position until January 2023. This position will be up for election on November 8, 2022.

Council member Amy Bassingthwaite motioned, Council member Pat Novacek seconded, and it was carried by unanimous vote to approve the January 3, 2022, regular meeting minutes as written.

Council member Amy Bassingthwaite motioned, Council member Pat Novacek seconded, and it was carried by unanimous vote to approve the January 24, 2022, special meeting minutes as written.

Council member Brady Johnson motioned, Council member Amy Bassingthwaite seconded, and it was carried by unanimous vote to approve the following Consent Agenda as written.

1. Presentation of Accounts Payable claims January 1st, 2022, through January 31st, 2022, Batch AP01312022.  
CK# 71604-71640 = \$76,824.41.
2. Presentation of daily checks January 1, 2022, through January 31, 2022  
CK# 71499-71603= \$323,397.05.  
E# 2733-2777 = \$444,639.72.  
PR 01/15/2022 = \$44,468.85  
PD Comp Payout = \$1,145.10

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**Mayor**  
Dan Fabian

**Council**  
Pat Novacek  
Amy Bassingthwaite  
Brady Johnson  
Mary Hayes

**City Attorney**  
Michelle E. Moren

**Police Chief**  
Ward Anderson

**Manager Liquor Store**  
Niki Johnson

**City Clerk-Treasurer**  
Elizabeth Carlson

**Community  
Development Coordinator**  
Todd Peterson

**City Superintendent**  
David Drown

01/20/2022 = \$10,865.26 Sick Payout

01/21/2022 = \$5,695.80 Longevity

PR 01/31/2022 = \$46,713.85

3. Presentation of Receipt entries December 1, 2021, through December 31, 2021.
4. Presentation of Journal entries JE113021.
5. Audit Committee review of November 2021 General Ledger checks written compared with images on the bank statement.
6. Notices and Communications –  
Upcoming scheduled meetings:
  - a. March 7, 2022, Regular council meeting at 5:00 p.m.
7. Approve the use of alcohol in the Community Center- none
8. Investment–Roseau EDA Hi Fi as of 01/31/2022 is \$80,319.37.
9. Cash in bank-Regular checking as of 01/31/2022 is \$2,303,581.22.
10. Investment-Regular Hi Fi as of 01/31/2022 is \$1,564,731.12.
11. Investment Certificate of Deposit as of 01/31/2022 is \$825,756.27
12. Investment Certificate of Deposit as of 01/31/2022 is \$821,247.66.
13. Investment Certificate of Deposit as of 01/31/2022 is \$821,103.93.
14. Investment Certificate of Deposit as of 01/31/2022 is \$814,197.68.
15. Investment-Roseau EDA Money Market as of 01/31/2022 is \$131,657.82.
16. Cash in bank-Roseau EDA as of 01/31/2022 is \$25.29.
17. CGMC – Legislative Action Day
18. Roseau Area Arts Association May 7<sup>th</sup>, 2022
19. Roseau Liquor Store January 2022 monthly sales report
20. January 2022 City Revenues & Expenditures

Mayor Fabian and CDC Peterson stated they plan on going to the CGMC Legislative Action Day.

### **Delegations/Petitions/Complaints**

Kyle Horntvet of the Nights of Lights committee informed council on the success and impact the Nights of Lights had on the Community.

- There was over \$30,000 donated by Lifecare Med Center, Polaris, Citizens State Bank, Border State Bank, as well as donations from the general public, to get the Nights of Lights project started.
- There were dozens of volunteers from businesses, organizations, the school, and the public.
- The Nights of Lights was well received with approximately 3200 attendees (estimated by the cups of hot chocolate.) In addition, there were also approximately 650 attendees on LifeCare Night and approximately 400 attendees on Polaris Night. Over 4,000 total attendees.
- There is a lot of interest in adopting campsites to decorate for the next Nights of Lights.
- There was 512 pounds of food, plus donations for the Food Shelf

Mr. Horntvet inquired about the future of the Nights of Lights project and the continued support from the City. The Nights of Lights committee would like to start planning and building now for the 2022 Nights of Lights with more light displays, and steel structures built by Roseau High School.

It was discussed if the City of Roseau was the right organization to run the Nights of Lights through, as it is a government entity and not a 501C-3 which limits donations coming in, promotional sales, obtaining grants, etc. A 501C-3 would be more flexible. The City could still host it at the City Park, help with man power, lifts, and snow removal.

CDC Peterson stated that The Nights of Lights Donations are tracked now in the general fund, but the City will create a separate fund for the Nights of Lights if the financing continues to be run through the City.

The Nights of Lights Committee is going to research the pros and cons and legal aspects of setting up a 501C-3 or they may look for a non-profit to take over the financial part of the project.

Continued after the Public Hearing

### **Public Hearing.**

**5:15 Annexation Public Hearing. Annexing to the City of Roseau certain real estate located in Spruce Township, Roseau County, Minnesota, pursuant to Minnesota Statutes Section §414.033, entitled “Annexation by Ordinance” subdivision 2 (3). Ordinance No. 42 Third Series petition from Evangelical Church.**

Council member Brady Johnson motioned, Council member Pat Novacek seconded, and it was carried by unanimous vote to open the public hearing on Ordinance 42. Third Series.

City Attorney Moren presented to council the following Ordinance No. 42 Third Series for review. All public notices were published and sent to adjacent landowners and will be sent to the Office of Administrative Hearings-Municipal Boundary Adjustments.

The reason for the annexation request was so the Evangelical Church could be hooked up to City water as their well was short of water.

There were no comments written or oral received by the City in advance of the meeting or during the public hearing.

Council member Amy Bassingthwaite motioned, Council member Pat Novacek seconded, and it was carried by unanimous vote to close the public hearing

Council member Pat Novacek introduced the following Ordinance No. 42 Third Series and moved for its adoption and authorized Mayor and Clerk to sign:

### **ORDINANCE NO. 42 THIRD SERIES**

**(Uncodified)**

**AN ORDINANCE OF THE CITY OF ROSEAU, MINNESOTA, ANNEXING TO THE CITY OF ROSEAU CERTAIN REAL ESTATE LOCATED IN SPRUCE TOWNSHIP, ROSEAU COUNTY, MINNESOTA, PURSUANT TO MINNESOTA STATUTES SECTION §414.033, ENTITLED “ANNEXATION BY ORDINANCE” SUBDIVISION 2 (3).**

**WHEREAS**, Evangelical Covenant Church of Roseau, a Corporation under the laws of Minnesota, has petitioned the City of Roseau, Minnesota, to annex by Ordinance the following described real estate currently located in Spruce Township, Roseau County, Minnesota:

The Southerly Eight Hundred Seventy (870) feet of the Westerly Two Hundred Fifty (250) feet of the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section Eighteen (18), Township One Hundred Sixty-two (162) North, Range Thirty-nine (39) West of the Fifth Principal Meridian in Minnesota, according to the United States Government Survey thereof.

**Said parcel abuts the City of Roseau.**

**WHEREAS**, the above described parcel:

- (a) Is urban or suburban in character or about to become so;
  
- (b) Is all residential property;

- (c) Contains 5.37 acres ± (being less than 120 acres);
  
- (d) Is not presently served by public water, public wastewater facilities and public water and public wastewater facilities are not otherwise available;
  
- (e) Consists of 5.37 acres ± which abut the corporate limits of the City of Roseau;
  
- (f) Contains no existing conditions under Minnesota Statutes § 414.033 Subdv. 2(3), which would prohibit the annexation of the above described land (real estate) by Ordinance.

**WHEREAS**, the provisions of Minnesota Statutes § 414.033 Subdv. 13 are not applicable for the reason that the current electrical provider, the Roseau Electric Cooperative, Inc., will continue to provide electrical services to the subject real estate, and therefore there will be no need for an estimate of the cost impact of any change in electric utility service;

**WHEREAS**, the City of Roseau previously set a Public Hearing on the above described Petition for Annexation by Ordinance said hearing to be held on Monday, February 7, 2022, at 5:15 p.m. at the City Council Chambers on the 2<sup>nd</sup> floor of the Roseau City Center building, 121 Center Street East, Suite 201, Roseau, Minnesota 56751;

**WHEREAS**, Notice of said Public Hearing was given in accordance with Minnesota law by Certified Mail to Spruce Township, Roseau County, Minnesota, and to all landowners within, or contiguous to the area to be annexed, and further that said Notice was published in two (2) consecutive editions of the Roseau Times Region newspaper;

**WHEREAS**, the Public Hearing above described was duly held on Monday, February 7, 2022, at the time and location above specified;

**WHEREAS**, all persons desiring to be heard with respect to the requested annexation were heard at said Hearing; and

**WHEREAS**, following the closing of the Public Hearing the City Council of the City of Roseau approved the Petitioner's request for annexation to the City of Roseau.

**NOW THEREFORE**, the City of Roseau, Minnesota, does ordain as follows:

**SECTION 1.** That the corporate limits of the City of Roseau, Minnesota are hereby extended to include the following described real estate and said lands are hereby annexed to be included within the City of Roseau, Roseau County, Minnesota, and upon approval by the Chief Administrative Law Judge of the Office of Administrative Hearings-Municipal Boundary Adjustments said annexed real estate shall be zoned F-R – Farm/Residential:

The Southerly Eight Hundred Seventy (870) feet of the Westerly Two Hundred Fifty (250) feet of the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section Eighteen (18), Township One Hundred

Sixty-two (162) North, Range Thirty-nine (39) West of the Fifth Principal Meridian in Minnesota, according to the United States Government Survey thereof.

**SECTION 2.** That the annexed real estate is tax exempt and therefore, the provisions of Minnesota Statutes § 414.036 are not applicable.

**SECTION 3.** That in accordance with Minnesota Statutes § 414.033 Subdv. 7 this annexation ordinance shall be filed with the Chief Administrative Law Judge of the Office of Administrative Hearings-Municipal Boundary Adjustments (hereinafter designated "Judge"), with Spruce Township, with the Roseau County Auditor, and with the Secretary of State of the State of Minnesota; and upon the approval by the Judge a copy of the annexation ordinance shall be delivered immediately by the City Council of the City of Roseau, Minnesota, to the Roseau County Auditor.

**SECTION 4.** All ordinances and parts of ordinances inconsistent with this ordinance are hereby repealed.

**SECTION 5.** This ordinance shall take effect and be in full force following its passage, publication and approval by the Judge.

Dated this 7th day of February, 2022.

APPROVED:

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Dan Fabian, Mayor

ATTEST:

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Elizabeth Carlson, City Clerk/Treasurer

(Publication in the Roseau Times Region Newspaper on the \_\_\_\_ day of February, 2022.)

The motion for the adoption of the foregoing Ordinance was duly seconded by Council member Brady Johnson. Those voting in favor of the motion: Fabian, Novacek, Bassingthwaite, Johnson and Hayes. Opposed: None. The motion was passed.

**Delegations continued**

Council inquired as to what the glitches were and what could be done to make the Nights of Lights better. Things discussed were having outlets at the remote sites so that there is not a thousand feet of extension cords, what to do for a major snow event, and how the Nights of Lights organization should be structured.

The Nights of Lights Committee will meet and bring their discussion and decisions to City Attorney Moren and then come back to the City Council for further discussion.

**Roseau County Commissioner**

Commissioner Jack Swanson informed council that the County Board will be discussing a 10-year bonding package tomorrow to finance county highway projects, including the mill and overlay of the Polaris Truck Route which the County plans to work on 2022-2024. The .5% Sales and Use tax being collected in the County is estimated to bring in approximately \$600,000 to \$650,000 per year. The County will use the sales tax money to pay the bond over 10 years.

**Operations Committee**

No new business to report.

**Oakcrest Golf Course**

No new business to report.

**Airport Committee**



The Airport Committee did not meet. CDC Peterson informed council that he had received a call from MN DOT asking if the City of Roseau would be interested in taking over the management of the Piney/Pine Creek airport. CDC Peterson stated that the City of Roseau does not have the employees or resources to manage another airport. It was council consensus not to take over the management of the Piney/Pine Creek airport.

**Public hearing.**

**5:30 Public Hearing – Ordinance 43 – Minnesota Energy**

At 5:30 pm a public hearing was held to consider the franchise agreement with Minnesota Energy.

Council member Amy Bassingthwaite motioned, Council member Brady Johnson seconded, and it was approved by unanimous vote to open the public hearing on Ordinance No. 43.

City Attorney Moren presented to council the following Ordinance No. 43 for review. City Attorney Moren informed council that the first franchise agreement was in 1996 with the predecessor to Minnesota Energy. The franchise agreement between the City of Roseau and Minnesota Energy was initially a 20-year agreement that was extended and expired January of 2022 with an extension in place until a new agreement could be reached. The cost and agreement are basically unchanged from the 1996 agreement.

There were no written or oral comments received by the City prior to or during the public hearing.

Council member Pat Novacek motioned, Council member Mary Hayes seconded, and it was carried by unanimous vote to close the public hearing.

Council member Pat Novacek introduced the following Ordinance No. 43 and moved for its adoption and authorized Mayor and Clerk to sign.

Ordinance No. 43

**AN ORDINANCE GRANTING TO MINNESOTA ENERGY RESOURCES, A SUBSIDIARY OF WEC ENERGY GROUP, A WISCONSIN CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC GROUND OF THE CITY OF ROSEAU, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.**

Be it ordained by the City Council of the City of Roseau, Minnesota, as follows:

**SECTION 1. DEFINITIONS.**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

**City.** The City of Roseau, Roseau County, State of Minnesota.

**City Utility System.** Facilities used for providing public utility service owned or operated by the City or an agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

**Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

**Company.** Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this franchise.

**Gas Facilities.** Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing gas energy for public or private use.

**Notice.** A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to 2685 145<sup>th</sup> St. W., Rosemount, MN 55068. Notice to the City shall be mailed to 121 Center St, E; Suite 202, Roseau, MN 57751. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

**Public Way.** Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

**Public Ground.** Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

## **SECTION 2. ADOPTION OF FRANCHISE.**

### **2.1 Grant of Franchise.**

The City of Roseau, Minnesota, (hereinafter referred to as "Grantor" or "City") hereby grants, for a term of Twenty-five (25) years as provided in Section 2.3, a non-exclusive franchise to Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, (hereinafter referred to as "Grantee" or "Company"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants, for

public and private use, of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

The Grantee may do all reasonable things necessary or customary to accomplish these purposes, subject however, to such reasonable regulations as may be imposed by the City, upon notice to the Grantee, pursuant to ordinance or permit requirements and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise shall be in force and effect from and after its passage of this Ordinance and publication as required by law and its acceptance by the Company. If the Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, or otherwise informs the City, at any time, that the Company does not accept this franchise, the City Council by resolution may revoke this franchise, seek its enforcement in a court of competent jurisdiction or pursue other remedies in law or in equity.

2.3 **Term.** The rights and privileges granted by this Ordinance shall remain in effect for a period of Twenty-five (25) years from the effective date of this Ordinance.

2.4. **Service and Gas Rates.** The service to be provided and the rates to be charged by the Company for gas service in the City are subject to the jurisdiction of the Commission.

2.5. **Publication Expense.** The Company shall pay the expense of publication of this Ordinance.

2.6. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in Roseau County District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.7. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the Twenty-five (25) year term set forth in Section 2.1 and 2.3.

2.8 **Non-Exclusive Franchise.** This franchise is not an exclusive franchise. City or other grantees of City, or a combination of either, may initiate and provide gas transmission, transportation, distribution furnishing or receipt of gas services, or any one or combination of such services, to, in, and throughout the City as its

boundaries may now or hereafter exist, or beyond such boundaries to the extent permitted by law, at any time and with respect to any other grantee's of City, upon such terms and conditions as City may elect, without unreasonable discrimination, whether or not in competition with Company.

**2.9 Governing Rules and Regulations.** This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by the Company for service within the present or future corporate limits of the City and the rules and regulations regarding the character, quality and standards of service to be furnished by the Company shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by the Company. Provided however, should any judicial, regulatory or legislative body, having proper jurisdiction, take any action that precludes the Company from recovering from its customers any cost associated with services provided hereunder, then the Company and the City shall renegotiate the terms of this Ordinance in accordance with the action taken, so as to allow the Company to be made whole economically. In determining the rights and duties of the Company, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the City.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Company, then the Company shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Company.

### **SECTION 3. LOCATION, OTHER REGULATIONS.**

**3.1. Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience as is reasonably necessary for ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Gas Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise or other applicable regulation or statute.

**3.2. Street Openings.** The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) the Company gives telephone, email or similar notice to the City before commencement of the emergency repair, if reasonably possible. Within

two business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six months thereafter. After undertaking any work requiring the opening of any public right-of-way, the Company shall restore the public right-of-way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore the public land to as good a condition as formerly existed, and shall maintain the surface in good condition for six months thereafter. All work shall be completed as promptly as weather permits, and if the Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the public land in the said condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, but not to exceed ten days, the right to make the restoration of the public land at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City.

Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.4. **Avoid Damage to Gas Facilities.** Nothing in this ordinance relieves any person, including the Company, from taking reasonable measures to prevent damage to the Gas Facilities. The Company must take protective measures when the City performs work near the Gas Facilities, if given reasonable notice by the City of such work prior to its commencement.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one-Public Way is involved, the order in which the work is to proceed. The notice shall be given to the Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit the Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary.

3.6 **Mapping Information.** The Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules, parts 7819.4000 and 7819.4100.

## **SECTION 4. RELOCATIONS.**

4.1. **Relocation in Public Ways.** The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances, regulations or the Company's tariffs. If the City orders or requests the Company to relocate its Gas Facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the City or other right-of-way user, the Company shall receive payment for the cost of such relocation as a precondition to relocating its Gas Facilities or equipment. Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the Gas Facilities or equipment of the Company, shall first give notice to the City and the Company and pay a sum sufficient to cover the expense and damage incident to the moving of the Company's Gas Facilities and equipment..

4.2. **Relocation in Public Grounds.** In the event the City reasonably determinates that it is necessary for Company to move any part of its system of mains, pipes, conduits, and other necessary attachments and appurtenances for the storage, conveyance, distribution, and sale of gas because the City has determined to change, move or improve its public ways or public ground, upon reasonable notice by the City to Company, Company shall move its facilities at Company's sole cost

4.3. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46.

## **SECTION 5. INSURANCE AND INDEMNIFICATION.**

5.1. **Insurance.** The Company is required to be self-insured or maintain Commercial General Liability Insurance on an occurrence basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

In such event as the Company self-insures, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

5.2. **Indemnity of City.** The Company, during the term of this Ordinance, agrees to indemnify, save and hold harmless the City from and against all claims, demands, losses and expenses on account of injury to persons or damage to property arising directly out of the negligence of the Company, its employees or agents in the constructing, operating and maintaining of the Gas Facilities of the Company located in the Public Way

or Public Grounds; provided, however, that the Company need not indemnify, save and hold harmless the City from claims, demands, losses and expenses directly arising out of the negligence of the City, its officials, employees or agents.

5.3. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

#### **SECTION 6. VACATION OF PUBLIC WAYS.**

The City shall give the Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, part 7819.3200 and applicable ordinances consistent with law.

#### **SECTION 7. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

#### **SECTION 8. FRANCHISE FEE.**

8.1 **Form.** During the term of the franchise hereby granted, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) – (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City's required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing and implementing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and each review will not delay the implementation of the City-imposed fee.

8.2. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of gas energy within the City by any other gas energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed upon franchise.

8.3 **Current Franchise Fee.** During the term of the Franchise, and as a condition of its grant, in addition to the other costs and fees imposed on Company in consideration of the rights granted herein, a franchise fee has been imposed on the Company. Except as otherwise provided, the franchise fee shall be \$0.01122 (1.1122) cents per therm, by volume transported, sold, furnished or delivered by Company within the City or otherwise received by customers within the City utilizing any of the service or facilities of Company. The franchise fee became effective for meter reading commencing with the first billing cycle after December 31, 1996, and will be included in the first billing cycle after those meter readings.

8.4 **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee including its rate, structure and scope of applicability, may be changed by ordinance from time to time and such change may be made without Company's acceptance or approval. Provided, however, such changes shall not occur more often than once within any twelve (12) consecutive calendar months and shall be effective not sooner than the first day of the first calendar month which follows the effective date of the ordinance adopting the change by not less than sixty (60) days. Notice of the proposed change shall be given to Company not later than the effective date of the ordinance adopting the change. Company may pay the City the franchise fee subject to subsequent adjustments to account for uncollectibles or customer refunds.

8.5 **Regulation.** If for any reason the amount or rate of the franchise fee shall be determined to be in excess of the amount or rate allowed by law, then the amount or rate shall automatically, and without further action by City or Company, be reduced to the maximum amount or rate permitted by law, subject, however, to City's right to amend and change such fee, as provide in this Section..

If for any reason the time and manner of collecting; or any aspect of the franchise fee or any other payment to be made to City pursuant to this Franchise, is challenged by or before the MPUC, the Company shall promptly give notice to City and shall, in any case, diligently and continuously exercise its efforts to sustain said fee and payment and the time and manner of its collection. The Company agrees to make its records related to the calculation and payment of the franchise fee available for inspection by the City at reasonable times.

8.6 **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.7 above.

**SECTION 9. ABANDONED FACILITIES.**



The Company shall comply with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

#### **SECTION 10. SAFETY AND INFRASTRUCTURE REPORTING.**

At the City's request, the Company and the City shall meet annually at a mutually convenient time to discuss items of concern or interest relating to the Company's safety and service reliability in the previous year, compared to other service areas, infrastructure plans for the coming year and other matters raised by the City or the Company. Upon request, the Company shall provide data that identifies aging infrastructure within the City that may need replacement and the Company's plans for replacement.

#### **SECTION 11. PROVISIONS OF ORDINANCE.**

11.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

11.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and the Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

#### **11.3 CONFIDENTIAL INFORMATION.**

The City acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If the Company requests that any information provided by the Company to the City be kept confidential due to such proprietary or commercial value, the City and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If the City is requested or required by legal or administrative process to disclose any such confidential information, the City shall promptly notify the Company of such request or requirement so that the Company may seek an appropriate protective order or other relief. The City shall use all reasonable efforts to ensure that the confidentiality of the Company's confidential information is maintained, however, the Company is cognizant that the City, as public municipal entity, is mandated to comply with the Minnesota Data Practices Act and disclosures of what the Company deems "confidential" or "proprietary" may be necessary.

#### **11.4 FORCE MAJEURE.**

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1)

physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

**SECTION 12. AMENDMENT-PROCEDURE.**

Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company's written consent thereto with the City Clerk within 60 days after the effective date of the amendatory ordinance. This amendatory procedure is subject, however, to the City's police power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

Passed and approved by the City Council of the City of Roseau, Minnesota, on this 7th day of February, 2022.

\_\_\_\_\_  
Dan Fabian, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth Carlson, City Clerk-Treasurer

The motion for the adoption of the foregoing Ordinance was duly seconded by Council member Brady Johnson. Those in favor of the motion: Fabian, Novacek, Bassingthwaite, Johnson, and Hayes. Opposed: None. The motion was passed.

City Attorney Moren presented to council Resolution 18-22. Resolution 18-22 is a summary of Ordinance 43 to be published in the Roseau Times Region.

**RESOLUTION NO. 18-22**

**OF THE CITY OF ROSEAU AUTHORIZING SUMMARY PUBLICATION OF AN ORDINANCE.**

At the regular meeting of the City Council of the City of Roseau, Minnesota, held on Monday, February 7th, 2022, at 5:00 p.m., a Motion was made by Councilperson Brady Johnson for passage of the following Resolution:

**THE CITY COUNCIL OF THE CITY OF ROSEAU, MINNESOTA DOES HEREBY RESOLVE AS FOLLOWS:**

**WHEREAS,** The City Council of the City of Roseau has determined the publication of the title and a summary is prudent due to the lengthy nature of **AN ORDINANCE GRANTING TO MINNESOTA ENERGY RESOURCES, A SUBSIDIARY OF WEC ENERGY GROUP, A WISCONSIN CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC GROUND OF THE CITY OF ROSEAU, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.**

**WHEREAS,** Pursuant to Minnesota Statutes 412.191, Subdivision 4 and M.S. 331A.01, Subd. 10, the Council may, by a majority vote of its members, direct that only the title of the Ordinance and a summary be published with notice that a printed copy of the Ordinance is available for inspection by any person during regular office hours at the City Offices; and,

**WHEREAS,** Prior to the publication of the title and summary, the Council has read and approved the text of the summary and determined that it clearly informs the public of the intent and effect of the Ordinance; and

**WHEREAS,** The Council finds that the text of the Summary Publication of Ordinance Number 43 attached clearly informs the public of the nature and intent of Ordinance.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEAU, MINNESOTA,** that the Council approves by at least 4/5 vote, the Summary Publication of Ordinance No. 43 **AN ORDINANCE GRANTING TO MINNESOTA ENERGY RESOURCES, A SUBSIDIARY OF WEC ENERGY GROUP, A WISCONSIN CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC GROUND OF THE CITY OF ROSEAU, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.**

**BE IT FURTHER RESOLVED:** the publication shall read as follows:

**The following is a summary of the Ordinance. The Ordinance, in its entirety is available for review and/or photocopying during regular office hours at the City of Roseau Offices, at 121 Center Street East, Suite 201, in the City of Roseau, Minnesota, or by standard or electronic mail.**

The newly adopted ordinance grants a non-exclusive natural gas franchise to Minnesota Energy Resources, as set forth in the title of said ordinance to construct, maintain, and repair facilities for the transport of natural gas within the City of Roseau. A franchise fee shall be imposed of \$0.01122 (1.1122) cents per therm, by volume transported, sold, furnished or delivered by Company within the City or otherwise received by customers within the City utilizing any of the service or facilities of Company. The franchise fee became effective for meter reading commencing with the first billing cycle after December 31, 1996, and will be included in the first billing cycle after those meter readings.

Ordinance No. 43 shall be in full force and effect from and after the date of its passage (February 7<sup>h</sup>, 2022) and this summary publication according to law.”

This Motion for Resolution was seconded by Councilperson Amy Bassingthwaite, and upon a vote being taken, the following voted in favor: Fabian, Novacek, Bassingthwaite, Johnson, and Hayes,

WHEREAS, the Council has by at least 4/5 vote approved this public notice on the 7<sup>th</sup> day of February, 2022.

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Mayor

ATTEST:

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City Clerk-Treasurer

**Committee Reports**

**Planning Commission**

CDC Peterson informed council that the Planning Commission met Monday, January 31, 2022, at 12pm.

- CDC Peterson informed council at 12:05 pm a public hearing was held for rezoning request #10-21 (Anthony LaVoy) to consider the rezoning of the parcels owned by the Roseau River Watershed District and Roseau Community Church properties from F-R (Farm Residential) to R-5 (High Density Multi-Family Residential) for the purpose of constructing a new apartment complex. There were no oral or written comments provided to the City prior to or during the public hearing. The Planning Commission recommends to the Roseau City Council to approve the rezoning request #10-21.

After discussion, Council member Brady Johnson motioned, Council member Mary Hayes seconded, and it was carried by unanimous vote approve the rezoning request #10-21 Roseau River Watershed District and Roseau Community Church properties from F-R (Farm Residential) to R-5 (High Density Multi-Family Residential) for the purpose of constructing a new apartment complex.

Council and Police Chief Anderson discussed concerns over parking at the proposed apartment complex. CDC Peterson stated that the plans for this apartment building are not final, in the preliminary plans each apartment unit has at least a one stall garage at no additional charge.

- CDC Peterson informed council at 12:15 pm a public hearing was held for Rezoning Request #11-21 (Roseau County) to consider the rezoning of the highway garage parcel owned by Roseau County from P-2 (Heavy Public) to C-2 (Outlying Commercial) for the purpose of allowing a public sale of the building once the County vacates the property. There were no oral or written comments provided to the City prior to or during the public hearing. The Planning Commission recommends to the City Council to approve the rezoning request #11-21. It was noted that the rezoning is appropriate for the site and would be in the best interests of the community.

After discussion, Council member Pat Novacek motioned, Council member Amy Bassingthwaite seconded, and it was carried by unanimous vote to approve the rezoning request #11-21 (Roseau County) for the rezoning of the highway garage parcel owned by Roseau County from P-2 (Heavy Public) to C-2 (Outlying Commercial)

## **EDA**

CDC Peterson informed council that the EDA met on January 26, 2022. CDC Peterson reported on the following.

- President Robert Foley stepped down from the EDA after 20 years of service on the board. Mr. Foley recommended Jamie Simmons as the bank representative.
- The EDA nominated Jamie Simmons to the Roseau City Council for placement on the Roseau EDA Board to fill the seat vacated by Robert Foley.

Council member Pat Novacek motioned, Council member Brady Johnson seconded, and it was carried by unanimous vote to place Jamie Simmons as the bank representative on the EDA board.

- The election of officers for 2022. Tim Loven was elected President. Jack Swanson was elected Vice-President. Jerry Olson was elected Secretary-Treasurer.
- An update on the David Shaw project proposed for the Industrial Park. Mr. Shaw has been in conversation with Chet Bodin from the Minnesota Department of Employment and Economic Development regarding two programs that could assist Mr. Shaw in the construction of his new facility. One of the programs is a grant to the business related to his building investment and employment. The other is a loan program that would funnel through the EDA and would provide an opportunity to obtain more capital for the EDA's

revolving loan program. This is an on-going discussion with Mr. Shaw as he has some concerns with utilizing the State funding.

CDC Peterson asked for council approval to work with Baker Tilly on a developer agreement.

CDC Peterson explained that the TIF would be for 9 years (or up to 99,000), where the business pays their property taxes to the County. The County sends the taxes collected to the City and the City rebates the taxes back to the business minus a 10% admin fee. If the property owner does not pay the taxes, there is nothing to rebate to them so there is no financial obligation to the City.

After discussion, Council member Amy Bassingthwaite motioned, Council member Pat Novacek seconded, and it was carried by unanimous vote to approve the developer agreement and authorize CDC Peterson to sign the agreement on behalf of the City.

- Frito-Lay has requested to terminate its ground lease early with the EDA. The lease runs through October 2022, and they anticipate their new building to be complete in March of 2022. The lease requires that Frito-Lay pay ½ of the outstanding lease obligations from the time of the early termination. The Frito-Lay representative also is inquiring as to whether the EDA would be willing to take over the two buildings on the site so that they do not have to remove them. The EDA approved allowing Frito-Lay exiting their lease early as outlined under the terms of the lease and that the EDA would take ownership of the two buildings for no cost. City Superintendent had informed CDC Peterson that the City could use the buildings for storage.

CDC Peterson asked council if the City should take ownership of the buildings at no cost to the City.

It was council consensus to take ownership of the buildings at no cost to the City.

- Mr. Roger Geroy has inquired about purchasing an EDA/City owned lot along MN Hwy 11 between Helgeson Funeral Home and the Roseau Business Plaza in order to construct a building to house his appliance business. The EDA will hire Nels Grafstrom to appraise the lot before giving Mr. Geroy a purchase price. CDC Peterson does not have the market value yet, so this will need to be discussed again at a later date as the land will also need to be transferred to the EDA from the City of Roseau if a purchase is agreed upon.

## **Department Reports**

### **Liquor Store**

Liquor Store Manager Niki Johnson informed council that there were conflicting numbers on the monthly report that would be corrected by the end of week.

### **Fire Department**

Fire Chief Craig McMillin informed council the fire department would have its annual report and officer appointments for the March meeting. The March meeting would be Chief McMillin's last council meeting as he is stepping down as Fire Chief.

**Police Department**

Police Chief Ward Anderson had no new business.

**Superintendent**

City Superintendent David Drown was absent.

**City Attorney**

City Attorney Michelle Moren informed council on the following:

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**City of Roseau, Minnesota****Overtime and Compensatory Time Policy****For Employees who are both Full Time Non-Exempt Employees and Paid on Call Firefighters.**

The City of Roseau has established this overtime and compensatory time policy to comply with applicable state and federal laws governing accrual and use of overtime specifically for non-exempt city of Roseau employees who are both full time employees and paid on call firefighters for the City of Roseau. The City Clerk-Treasurer or the City Community Development Coordinator will determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime. In general, employees in executive, administrative and professional job classes are exempt; all others are non-exempt.

**Non-Exempt (Overtime-eligible) Employees**

All overtime-eligible employees (City employee) will be compensated at the rate of time and one-half for all hours worked over 40 in one workweek. Vacation, sick leave and paid holidays do not count toward “hours worked”. Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked.

The regular work week for employees is five eight-hour working days Monday through Friday, except as otherwise established by the department head in accordance with custom and needs of the department and State and Federal law.



**Paid On Call City of Roseau Firefighters.**

A City Employee who also serves as a Paid On Call City of Roseau Firefighter (Firefighter), shall be compensated as follows:

1. In the event that the City Employee is required to respond as a Firefighter during normal City operations hours as set by the City Employee's Supervisor, then the Employee shall be compensated at the regular city rate of pay for said Employee.
2. In the event that the City Employee is required to work any overtime hours as a result of City operations, which City operations do not include responding as a Paid On Call firefighter, then the Employee shall accrue compensatory or overtime as set forth in the City of Roseau Employee Policy as follows: *All non-exempt employees eligible for overtime pay will receive one and one-half (1½) times their normal hourly wage for any hours worked over 40 hours in a week. Eligible employees who are called back to work after completing a regular work day or on their regular day off are entitled to a minimum of 2 hours pay at their overtime rate. All overtime must be approved in advance by the department supervisor.*
3. In the event that the City Employee responds as a Firefighter in any week in which they have worked 40 hours per week at the City operations job, the Firefighter will be receive one and one-half (1½) times a "blended" or "weighted average" hourly rate.
4. In the event that the City Employee works overtime hours as both a City Employee and a Firefighter in the same pay period, then all overtime for the City operations works shall be paid as set forth in paragraph 2 above and all overtime hours worked as a Firefighter shall be paid as set forth in paragraph 3 above.
5. In the event that no overtime is warranted for City operations due to either vacation, leaves or holidays, where fire department hours are earned during any such vacation, leave, or holiday hours, the Firefighter shall be compensated at straight time at the regular Firefighter rate.

The attached template sets forth the payments for the various overtime scenarios.

Reviewed and approved by Employees Association on \_\_\_\_\_

Adopted by the Roseau City Council on \_\_\_\_\_

After discussion, Council member Pat Novacek motioned, Council member Brady Johnson seconded, and it was carried by unanimous vote to approve the City of Roseau, Minnesota Overtime and Compensatory Time Policy for Employees who are both Full Time Non-Exempt Employees and Paid on Call Firefighters on the condition that this policy is approved by the City of Roseau Employees Association

- Citizens State Bank's petition for vacation of a portion of alley in Johnson's Addition in the City of Roseau.  
City Attorney Moren informed council that public hearing would need to be set for the Citizens State Bank's petition for vacation of a portion of alley in Johnson's Addition.

After discussion, Council member Amy Bassingthwaite motioned, Council member Brady Johnson seconded and it was approved by unanimous vote to set a public hearing for March 7<sup>th</sup>, 2022, at 5:15 pm.

### **Community Development Coordinator**

CDC Todd Peterson presented to the following:

- An update on an apartment project that has been proposed by Optima Development out of Fargo, ND. The application for the project, Aurora Meadows has been submitted to Minnesota Workforce Housing. The estimated cost of the project is 11 million which is approximately \$150,000 per unit. The application for the state grant requested \$2 million but would accept a lesser amount as the grant pool is only \$4 million, so receiving a full \$2 million is a low probability as there are a lot of projects applying. The developer may consider a smaller project such as one apartment building instead of the 2 proposed. CDC Peterson stated that the Watershed property has been secured but the Church property has not. CDC Peterson did note that a neighbor of the proposed zoning did comment about the on-street parking related to Summerfield Place and that this project may cause a similar issue. It was not an official comment for the public hearing, but worth noting.
- CDC Peterson provided to council a preliminary project layout for the TH 89 Improvements from 7<sup>th</sup> Street to TH 11. Houston Engineering is the lead on this project. CDC Peterson has been providing assistance in setting up a number of meetings with Houston Engineering, MnDOT and corridor stakeholders. The layout is preliminary and not detailed. There still needs to be more discussion and research concerning drainage, elevations, curb and gutter, approaches, etc. The project start date is 2025 or later.

Council member Novacek noted he would like to see a walking path on the east side and an ATV, snowmobile trail on the west side

Police Chief Anderson stated that he was not opposed to roundabouts but was concerned about the current slope of the intersections. Some have too much of a slope and have too high and too severe crash rates.

CDC Peterson stated that now is the time to have those discussions.

- CDC Peterson asked for council approval to request proposals for Managed IT support for the City of Roseau to replace the current one.

Council member Amy Bassingthwaite motioned, Council member Mary Hayes seconded, and it was carried by unanimous vote to authorize CDC Peterson to solicit quotes for a Managed IT company.

### **Mayor and Council**

- Mayor Fabian opened discussion on the MN DNR Spruce Valley Gravel Pit Dewatering Project Record of Decision/EQB Monitor Notice. Mayor Fabian stated that though the DNR is not requiring an Environmental Impact Statement, the DNR is still a long way from issuing a permit.

Council discussed concerns, if approved, the impact it would have on wells as far as water volume and water quality, drainage for the amount of water that is projected to be pumped daily into the ditches, and who would be responsible if there were negative impacts.

- Council member committee appointments.  
Newly appointed Council member Mary Hayes agreed to fill the board and committee positions that had been vacated.  
It was council consensus to approve the amended agenda.

**AMENDED #R 01-22  
CITY OF ROSEAU  
2022 ORGANIZATIONAL RESOLUTION**

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

**THEREFORE BE IT RESOLVED**, by the Roseau City Council, that it hereby approves the following designations for the year 2022;

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

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

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

**OFFICIAL CITY DEPOSITORY:** The Citizens State Bank of Roseau and Border State Bank of Roseau shall be designated as official City of Roseau depositories and are authorized to exceed \$250,000 provided current Certificates of Collateral are on file with said institutions. Funds in excess of \$250,000 will be secured by pledges of government securities. The Treasurer shall have the authority to transfer between funds when deemed necessary. The following shall be authorized agents to endorse checks and orders for the payment of money transactions at the official City depository and the Clerk-Treasurer is authorized to use a facsimile signature stamp at such time as it becomes necessary: **Mayor Dan Fabian, Acting Mayor Pat Novacek** and Clerk-Treasurer, Elizabeth Carlson.

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

Light, Power and Water – [Council member Novacek](#)  
 Street, Alleys and Sidewalks – [Council member Mary Hayes](#)  
 Community Center – [Council member Bassingthwaite](#)  
 Sanitation and Wastewater Service – [Council member Johnson](#)  
 City/School Recreation - [Mayor Dan Fabian](#) and [Council member Novacek](#)  
 Planning Commission – [Council member Bassingthwaite](#) and [Mayor Fabian](#) as alternate  
 Liquor Store – [Council member Johnson](#) and [Council member Mary Hayes](#)  
 Golf Course – [Council member Bassingthwaite](#) and [Council Member Johnson](#)  
 Library – [Council member Novacek](#)

#### CITY OF ROSEAU 2022 COMMITTEE/BOARD APPOINTMENTS

- **AIRPORT:** Keith Okeson, Bruce Stone, City Representatives-[Council member Mary Hayes](#) and Community Development Coordinator Todd Peterson.
- **ARENA:** Lew Erickson, Bryan Lundbohm, Trevor Hammer, Tom Murphy and city representatives Council member [Brady Johnson](#), City Superintendent David Drown and the Parks and Rec Director.
- **BEAUTIFICATION:** Currently no members
- **GILBERTSON BALLFIELD:** Josh Weckmen, Donn Haugen, Tracy Wensloff, City Representatives-Mayor [Dan Fabian](#).
- **ROSEAU VOLUNTEER FIRE DEPARTMENT:** To be named in March.
- **OAKCREST GOLF BOARD:** To be named in May, City Representatives – Council member [Amy Bassingthwaite](#), and Council member [Brady Johnson](#).
- **LIBRARY:** Chair person Norm Hayes, NWRLB, City Representative-Council member [Pat Novacek](#).
- **PARK:** James Acton, Erik Holmstrom, Mike Bodell, Sonya Peterson, Gerald Koble, Dwayne Mast, Brad Bassingthwaite, Adam Munstensteiger City Representative [Council member Mary Hayes](#).
- **PLANNING COMMISSION:** Chairman Dennis Sabourin, Mary Hayes, Shane McFarlane, Sarah Klint, Eric Vasko, Bruce Stone, Dave Anderson, City Representatives-Council member [Amy Bassingthwaite](#), Community Development Coordinator Todd Peterson.
- **ROSEAU CONVENTION AND VISITORS BUREAU:** Pres. Darrin Smedsmo, VP Julie Parker, Sec. Sinnamon Krings, Treas. Jane Evans, Arlene Billberg, Kyle Horntveot and City representatives - Community Development Coordinator Todd Peterson and [Council member Mary Hayes](#)
- **WELCOME TO ROSEAU:** Currently no members
- **EDA:** Chairman Robert Foley, Tim Loven, Kellie Roth, Jerry Olson, Jack Swanson, City Representatives - Mayor [Dan Fabian](#), Council member [Pat Novacek](#), Community Development Coordinator Todd Peterson, and Sinnamon Krings.
- **CITY OPERATIONS COMMITTEE:** Mayor [Dan Fabian](#), Council member [Pat Novacek](#) Community Development Coordinator Todd Peterson, Superintendent David Drown, Police Chief Ward Anderson, Municipal Liquor Store Manager Niki Johnson, and City Attorney Michelle Moren.

- **COMMUNITY CENTER COMMITTEE:** Deb Haugen, Council member **Pat Novacek**, Council member **Amy Basingthwaite**, Community Development Coordinator Todd Peterson. NOT ACTIVE
- **ASSISTANT WEED INSPECTOR:** The Roseau City Council hereby appoints **David Drown** for the City of Roseau.
- **TECHNOLOGY COMMITTEE:** Council member **Pat Novacek**, Department heads: Community Development Coordinator Todd Peterson, Police Chief Ward Anderson, Superintendent David Drown, Liquor Store Manager Niki Johnson, Fire Chief Craig McMillin.

Amended by the Roseau City Council this 7th day of February 2022.

ATTEST:

\_\_\_\_\_  
Elizabeth Carlson, City Clerk-Treasurer

\_\_\_\_\_  
Dan Fabian, Mayor

There being no further business Council member Pat Novacek motioned to adjourn the meeting, seconded by Council member Brady Johnson, and approved by unanimous vote.

ATTEST:

\_\_\_\_\_  
Elizabeth Carlson, City Clerk-Treasurer

\_\_\_\_\_  
Mayor Dan Fabian