

**REGULAR ROSEAU CITY COUNCIL MEETING
MONDAY – JANUARY 9TH, 2012 @ 5:00 P.M.
ROSEAU CITY CENTER COUNCIL CHAMBERS
121 Center Street East Suite 201
Roseau, MN 56751**

The Regular monthly meeting of the Roseau City Council was held on the above date, time and place. Members present were , Mayor Jeff Pelowski, Council members Linda Vatnsdal, Gerry Schiltz, Curt Ireland, and Pat Novacek. Others present were Community Development Coordinator Todd Peterson, City Superintendent David Drown, Chief of Police Ward Anderson, Liquor Store Manager Brad Wiberg, City Attorney Pat Moren, City Clerk Janet Lundbohm, Roseau County Commissioner Jack Swanson-WILD 102 Radio, and Lyle Grindy.

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

Council member Curt Ireland motioned, Council member Linda Vatnsdal seconded and it was carried by unanimous vote to approve the December 5th, 2011 minutes as presented.

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

- a. Accounts payable claims from December 1st, 2011 through December 31st, 2011 as presented, with a batch number of AP12312011 and is filed in edit books in the City Clerk’s Office.
- b. Daily Batch checks written from December 1st, 2011 through December 31st, 2011 were audited, approved and are filed in edit books in the City Clerk’s Office.
- c. Receipt entries November 1st, 2011 through November 30th, 2011 were audited, approved and are filed in edit books in the City Clerk’s Office.
- d. Journal entries October 1st, 2011 through October 31st, 2011 were audited, approved and are filed in edit books in the City Clerk’s Office.
- e. A review of October, 2011 General Ledger checks written compared with check images on the bank statements found no irregularities.
- f. Upcoming meetings –
 - a. February 6th, 2012 Regular meeting at 5:00 p.m.
- g. Approve the use of alcohol in the Community Center :
 - a. May 19th, 2012 Erickson Wedding Dance
 - b. June 9th, 2012 Robinson Wedding Dance
 - c. June 23, 2012 Bergh Wedding Dance
 - d. June 30th, 2012 Restad Wedding Dance
 - e. July 14th, 2012 Lee Wedding Dance
 - f. July 28th, 2012 Pelowski Wedding Dance
 - g. August 11th, 2012 Napper Wedding Dance
 - h. August 25th, 2012 Nelson Wedding Dance
 - i. September 8th, 2012 Peterson Wedding Dance
 - j. September 15th, 2012 Rice Wedding Dance
 - k. October 8th, 2012 Mn Deer Hunters
 - l. October 20th, 2012 Habstritt Wedding Dance
 - m. November 17th, 2012 Partners for Health Event
- h. 2011 “City of Roseau Christmas Lighting Contest” Winners.
- i. CGMC in Brief: December 21, 2011
- j.

ASSESSMENT AGREEMENT FOR CITY OF ROSEAU

This agreement made and entered into by and between the County of Roseau, a political subdivision of the State of Minnesota, herein after referred to as the “County”, and the City of Roseau, a political subdivision of the State of Minnesota, herein after referred to as the “City”, under authority granted to them by Minnesota Statutes Chapter 273.072 and Minnesota Statutes Chapter 471.59.

PURPOSE

Pursuant to the terms and conditions of this agreement the County shall provide for the assessment of all property lying within the corporate boundaries of the City. The assessment of said property shall be done in accordance with all applicable Laws of Minnesota and rules and regulations promulgated by the Commissioner of Revenue.

SERVICE TO BE PROVIDED

The County shall provide all assessment services as set forth in Minnesota Statutes Chapter 273 and specifically 273.08, which requires the assessor to actually view, and determine the market value of each tract or lot of real property listed for taxation in the City, including the value of all improvements and structures thereon, and shall enter the value opposite each description.

INSURANCE

The County shall maintain and pay the premiums for the following policies of insurance which shall cover the operation hereunder during the effective period of this Agreement:

- 1. Workman’s Compensation covering the employees of the County.
- 2. Liability insurance to cover the actions of employees providing assessment services.

INDEPENDENT CONTRACTOR

The County guarantees that it has full legal right to render the services provided for in this Agreement and that it will defend, indemnify and save the City entirely harmless from any and all claims, demands, damages, actions, and or causes of action arising or to arise against the County or its employees or the City by reason of the County’s equipment, machinery, or material in furnishing of the same.

The County agrees that its status under this agreement is that of independent contractor, and City agrees that County shall have full control of the method and manner of performing the services set forth herein, in accordance with the terms hereof.

The County further agrees that any persons or firms it may employ are the employees of the County and are not the employees of the City; County further agrees to purchase and provide any and all required policies of insurance for liability, unemployment and worker’s compensation and agrees not to make any claims against the City therefor in its own behalf, and further agrees to indemnify and hold the City harmless for any claims made against the City or County by County’s employees, or by any person claiming benefits as an employee of the County and to defend the City from any and all such claims.

LICENSING REQUIREMENTS

The County agrees to comply with all the licensing or certification requirements, ordinances and laws of the State of Minnesota as they pertain to the provision of services pursuant to this agreement.

TERM OF THE AGREEMENT

The parties hereto agree that the term of this Agreement shall be for a period of thirty-six (36) months commencing January 1, 2012 and terminating December 31, 2014.

It is understood and agreed by both parties that ninety (90) days prior to the expiration of this agreement a new multiple year agreement may be negotiated.

The City may cancel this agreement upon ninety (90) days written notice to the County.

COMPENSATION

The City agrees to pay the County for services rendered under this agreement for the year 2012 the amount of \$14,518.00. The compensation to be provided to the County for the year 2013 shall be negotiated in the last quarter of 2012; and for the year 2014 shall be negotiated in the last quarter of 2013. Said compensation shall be due and payable thirty (30) days after the submission of a verified claim to the City Clerk by the County.

City of Roseau
s/s Jeff Pelowski
Jeff Pelowski, Mayor

County of Roseau

Mark Foldesi, Chairman

Date Approved: January 9th, 2012
s/s Todd Peterson
Todd Peterson, City Administrator

Date approved: _____

Allen Heim, County Assessor

Date Approved: January 9th, 2012

Date Approved: _____

Approved as to form, execution and content, this _____ day of January, 2012.

Karen Foss, County Attorney

Approved as to form, execution and content, this _____ day of January, 2012.

Patrick D. Moren, City Attorney

- k. Liquor Store Monthly Sales Recap December 2011.
- l. Liquor Store Quarterly Sales Recap 4th Quarter 2011.
- m. Liquor Store Sales 2011.
- n. \$125.00 Donation from Pat Roth to the Park Board for playground equipment.
- o. Year to Date City Revenues & Expenditures (December 31, 2011).
- p. Investment-Roseau EDA Hi Fi as of 12/30/2011 is \$192,716.88.
- q. Cash in bank-DNR Escrow as of 12/30/2011 is \$,832,000.00.
- r. Cash in bank-Regular checking as of 12/30/2011 is \$2,695,381.46.
- s. Investment-Regular Hi Fi as of 12/30/2011 is \$1,354,772.70.
- t. Investment of Certificate of Deposit as of 12/30/2011 is \$754,700.34.
- u. Investment of Certificate of Deposit as of 12/30/2011 is \$754,834.93.
- v. Investment of Certificate of Deposit as of 12/30/2011 is \$761,594.46.
- w. Investment of Certificate of Deposit as of 12/30/2011 is \$763,485.07.
- x. Cash in bank - Airport Fuel Sales Credit Card as of 12/30/2011 is \$46.78..
- y. Investment - Roseau EDA Money Market as of 12/30/2011 is \$218,960.37.
- z. Cash in bank - Pine to Prairie Birding Trail as of 12/30/2011 is \$2,339.15.
- aa. Cash in bank - Scandinavian Festival as of 12/30/2011 is \$3,327.86.
- bb. Cash in bank – Welcome to Roseau as of 12/30/2011 is \$1,287.17.
- cc. Cash in bank - Roseau EDA as of 12/30/2011 is \$1,377.33.
- dd. Oakcrest Golf Club letter and financial statement for 2011.
- ee. Minnesota DNR Grant Announcement and Minnesota Community Tree Survey report and information on your community's tree population.
- ff.

**R 01-12
CITY OF ROSEAU
2012 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 2012;

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

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

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

OFFICIAL CITY DEPOSITORY: The Citizens State Bank of Roseau and Border State Bank of Roseau shall be designated as official City of Roseau depositories and are authorized to exceed \$100,000 provided current Certificates of Collateral are on file with said institutions. Funds in excess of \$100,000 will be secured by pledges of government securities. The Treasurer shall have the authority to transfer between funds when deemed necessary. The following shall be authorized agents to endorse checks and orders for the payment of money transactions at the official City depository and the Treasurer is authorized to use a facsimile signature stamp at such time as it becomes necessary: **Mayor Jeff Pelowski, Acting Mayor Gerry Schiltz** and Treasurer Charlotte Erickson

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

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

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CITY OF ROSEAU 2012 COMMITTEE/BOARD APPOINTMENTS

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

- **COMMUNITY CENTER COMMITTEE:** Lyle Grindy, Deb Haugen, Council member Pat Novacek, Council member Linda Vatsdal, Aaron Nelson, Community Development Coordinator Todd Peterson and City Clerk Janet Lundbohm.
- **ASSISTANT WEED INSPECTOR:** The Roseau City Council hereby appoints Building Official Kevin Wiskow Assistant Weed Inspector for the City of Roseau.

Adopted by the Roseau City Council this 9th day of January, 2012.

ATTEST:

Janet Lundbohm, City Clerk

Jeff Pelowski, Mayor

hh.

**R # 02-12
RESOLUTION**

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

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

Adopted by the Roseau City Council this 9th day of January 2012.

ATTEST:

Janet Lundbohm, City Clerk

Jeff Pelowski, Mayor

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**R #03-12
RESOLUTION**

CITY OF ROSEAU

RESOLUTION ALLOWING WIRE/AUTOMATED BANK PAYMENTS

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

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

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

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

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

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

Any Federal Government funding

Adopted by the Roseau City Council this 9th day of January 2012.

ATTEST:

Janet Lundbohm, City Clerk

Jeff Pelowski, Mayor

jj.

**R #04-12
RESOLUTION AUTHORIZING FACSIMILE MAYOR'S SIGNATURE
AND PREPAYMENT OF CERTAIN INVOICES**

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

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

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

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

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

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

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

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

I certify the above resolution was adopted by the City Council of the City of Roseau on January 9th, 2012.

ATTEST:

Witnessed:

Janet Lundbohm, City Clerk

Jeff Pelowski, Mayor

kk.

**R# 05-12
CITY OF ROSEAU
RESOLUTION TO SET 2011 TRAVEL AND MEETINGS REIMBURSEMENT RATES**

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

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

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

THEREFORE BE IT RESOLVED, by the Roseau City Council that it hereby approves the mileage reimbursements to be paid for City travel in non-City vehicles shall be set at the approved IRS rate (.555c January 1, 2012),

BE IT FURTHER RESOLVED, by the Roseau City Council that it hereby approves the 2012 reimbursement rate for meals while traveling on City business at a rate not to exceed \$35.00 per day.

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

Adopted by the Roseau City Council this 9th day of January, 2012.

City Clerk, Janet Lundbohm

Mayor, Jeff Pelowski

II.

R# 06-12

CITY OF ROSEAU

RESOLUTION APPROVING FEE SCHEDULE FOR YEAR 2012

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

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

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

The following rate and fee schedule is adopted and will become in effect as of January 1st, 2012.

City of Roseau Enterprise Rate Schedule

ELECTRIC RATES

Customer Charge:	Residential	\$13.85
	Commercial Single	\$32.50
	Commercial 3 Phase	\$40.10
Energy Charge:		\$ 0.091 /kwh
Off Peak:		\$ 0.053 /kwh
Off Peak for months of July, August and September (air conditioning)		\$ 0.067 /kwh
Uncontrolled Electric Heat		\$ 0.168 /kwh

*****Subject to Superintendent approval

Power Cost Adjustment Based on kwhs used	\$0.0053 /kwh (through March 20,2012)
	\$.0033 /kwh (March 20, 2012)

STANDBY GENERATION ELECTRIC RATE (to be determined upon customer request)

Mercury Vapor Lights	\$ 8.70 /mo
Meter Deposit	\$100.00
Minimum or average of monthly bills over \$100.00	
Penalty Charge – After the 15 th of the month	10%
Reconnect Fee:	\$ 40.00 Plus tax

WATER RATES

Customer Charge – Residential	\$10.00
Customer Charge – Commercial	\$13.75
Residential over 3,000 gallons	\$2.60 /M
Commercial over 3, 000 gallons	\$2.70 /M
Water/No Meter – Residential	\$16.00
Water/No Meter – Commercial	\$24.00

Temporary Construction Water/No Meter	\$37.00
Minnesota Department of Health	\$0.53 as of 07/01/05

SEWER RATES

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

GARBAGE RATES

Residential	\$15.75 mo
Commercial – Price varies based on garbage volume.	

As of 01/01/98 the State of Minnesota has required all garbage be taxed as follows:

Commercial	17%
Residential	9.75%

600 GC \$15.75 RES	682 GC 1/4-6YD CONT \$5.25
601 GC \$28.25 COMM	683 GC 1/7-2YD CONT \$2.25 COMM
602 GC \$53.25 COMM	684 GC 1/6-2YD CONT \$2.25 COMM
603 GC \$15.75 COMM	685 GC 1/3 6YD \$6.75 COMM
604 GC \$81.75 COMM	686 GC 1/2-6YD CONT \$10.25 COMM
605 GC \$60.75 COMM	687 GC 1/2-2YD CONT \$5.50 COMM
606 GC \$62.75 COMM	688 GC 6YD CONT \$120.25 COMM
608 GC \$71.50 COMM	690 GC 6YD CONT \$20.25 COMM
611 GC \$281.75 COMM	691 GC 2 YD CONT \$11.00 COMM
612 GC \$78.00 COMM	694 GC 1/4 OF 2YD CONT-\$2.75 RES
613 GC \$91.50 COMM	695 GC 1/8 OF 2YD CONT \$1.75 RES
614 GC \$134.25 COMM	696 GC 1/6 OF 2YD CONT \$2.25 RES
615 GC \$112.50 COMM	697 GC 4 YD CONT \$13.00 COMM
617 GC \$124.50 COMM	698 GC 1/4 OF 2 YD CONT- COMM \$2.75
619 GC \$173.25 COMM	
620 GC \$101.75 COMM	
621 GC \$94.75 COMM	
622 GC \$15.75 COMM (CHURCHES)	
623 GC \$38.00 COMM	
624 GC \$498.75 COMM	
625 GC \$115.75 COMM	
626 GC \$132.00 COMM	
627 GC \$118.00 COMM	
628 GC \$112.00 COMM	
631 GC \$171.70 COMM	
632 GC \$380.60 COMM	
633 GC \$386.40 COMM	
635 GC \$129.70 COMM	

**City of Roseau
2012 Miscellaneous Fees Schedule
January 1, 2012**

General

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

Request For Information

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

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

Photo Copies (Color Paper or Other Specialty Copy)

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

City Maps

B/W Photo Copy of Existing City Maps

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

Laser Print of Electronic Generated GIS City Maps

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

Copy of Electronic Data Files

E-Mail Transfer	N/C
Printed to Paper	\$.10/pg

(Laser Printer 8 1/2" X 11")

Copy to 3.5" Floppy Disk	\$ 1.00/Disk
Copy to CD	\$ 2.00/CD

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

Video	City Cost
Audio	City Cost

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

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

Library-Museum

Historical Society	\$ 600.00/mo
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Airport

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

Park

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

Police

Police Reports	\$ 3 - \$5/ea (tax included)
Dog Impound Fee	\$ 15.00/first day (tax included)
Dog Impound Fee	\$ 5.00/every day thereafter (tax included)
Parking Fine	\$ 5.00/ea
Handicapped parking fine	\$ 25.00/ea
Parking fine during snow removal	\$ 65.00/ea whether vehicle is towed or not.
Bike License	\$ 1.00/one time fee

Zoning

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

Cleanup Week

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

Adopted by the Roseau City Council this 9th day of January 2012.

Mayor, Jeff Pelowski

City Clerk, Janet Lundbohm

mm.

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

nn.

Authorize the 2012 \$10,000 Firemen's Allowance line item budget paid at the beginning of each year is acknowledged as part of the Firemen's Compensation package. This meets requirements regarding the supplying of meals on work nights.

oo.

**R# 07-12
RESOLUTION**

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

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

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

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

- Appointment** 1. The City of Roseau hereby appoints as its agent for purposes of the City’s participation in the League of Minnesota Cities Insurance Trust (LMCIT) property/casualty/ program. **THIS SHOULD NOT INCLUDE WORKERS COMPENSATION – THE CITY OF ROSEAU ACTS AS THEIR OWN AGENT AND HAS SINCE THE BEGINNING. AS LONG AS THERE ARE NOT VERY MANY CLAIMS AND WE CAN HANDLE IT – THE CITY WILL REMAIN THEIR OWN AGENT FOR WORKERS COMPENSATION. NCI IS THE AGENT FOR THE REST OF THE INSURANCE.**
- Term** 2. This appointment shall remain effective indefinitely unless and until it is terminated or amended by council action (adopted July 2nd, 2010).
- Compensation** 3. As compensation for the services provided to the city as described in Paragraph 4 below, the agent will receive annually a fee equal to 8% of the annual premiums paid by the city to LMCIT for property, liability, and automotive coverages. This fee shall be included in the amounts billed to the city by LMCIT and shall be paid to the agent by LMCIT on the city’s behalf.
4. The agent will perform the following services:
- Advise and assist the city in assembling and accurately reporting underwriting data, including updating property values, for rating purposes.
 - Advise and assist the city in evaluating and selecting among coverage alternatives such as deductible, limits, optional coverages, alternative coverage forms, etc. Review coverage documents and invoices to assure coverage has been correctly issued and billed.
 - Advise the city on potential gaps or overlaps in coverages. Assist the city as requested in submitting claims and interpreting coverages as applied to particular claims. Review loss reports for correct reporting, appropriate reserves, etc.
 - Assist as requested with safety and loss control activities.
 - Assist the city in identifying risk exposures and developing appropriate strategies to address those exposures.

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

Dated this 9th day of January 2012.

Jeff Pelowski, Mayor

Janet Lundbohm, City Clerk

pp.

**#R 08-12
RESOLUTION**

BE IT RESOLVED, that the Law Offices of Patrick D. Moren be hereby appointed attorney(s) for the City of Roseau for the period January 1, 2012 to December 31, 2012.

Dated this 9th day of January 2012.

Jeff Pelowski, Mayor

Janet Lundbohm, City Clerk

qq.

**R# 09-12
RESOLUTION
COVERING THE MAYOR AND COUNCIL MEMBERS
UNDER THE MINNESOTA WORKERS’ COMPENSATION LAW**

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

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

Adopted this 9th day of January 2012.
Attest:

By: _____
Jeff Pelowski, Mayor

Janet Lundbohm, City Clerk

IT.

**#R 10-12
RESOLUTION
INCLUDING ACCIDENT COVERAGE FOR CITY VOLUNTEERS**

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

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

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

Adopted this 9th day of January 2012.

ATTEST:

City Clerk, Janet Lundbohm

Mayor, Jeff Pelowski

SS.

AIRPORT OPERATION AGREEMENT

THIS AGREEMENT is made and entered into this January 1, 2012, by and between the City of Roseau, Minnesota, party of the first part, hereinafter referred to as the City, and Roseau Aviation, Inc.

In consideration of the mutual covenants herein contained, the parties recite and declare that:

- A. The City is the owner of an airport known as the Roseau Municipal Airport, Roseau, Minnesota, hereinafter referred to as the Airport, which includes all facilities within airport boundaries (except 6 stall south hangar and 3 private hangars).
- B. That Roseau Aviation desires to provide services of an Airport Operator who will attend said Airport facility at all reasonable hours in furtherance of the proper operation and maintenance of said Airport and in service to the general public.
- C. That Roseau Aviation is authorized, but not obligated, to engage in the business of providing air transportation, flight training, sale of aircraft and related goods, and maintenance and repair of aircraft.
- D. That Roseau Aviation will control certain premises, facilities and rights for a commercial operation and to operate the Roseau Municipal Airport facility.

- i.
- ii.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

**SECTION I
TERM OF AGREEMENT**

That Roseau Aviation, Inc., is hereby contracting with the City of Roseau, Minnesota, to operate and manage the Roseau Municipal Airport for a period of twelve (12) months commencing January 1, 2012, and terminating on December 31, 2012.

**SECTION II
COMPENSATION OF AIRPORT OPERATOR**

As compensation for the time period provided in Section I, the Roseau Aviation shall receive a financial subsidy from the City of Roseau in the sum of \$1,615.00 per month for the time period provided in Section I and, in addition, shall be entitled to lease, for commercial operation, the Airport facilities which are the subject of this Agreement as hereinafter stated. Roseau Aviation, in addition to the financial subsidy, shall receive as commission 50% daily or 20% monthly of the rentals for the ten stall T-hangar owned by the City. All rentals received for the City in any month by Roseau Aviation shall be paid to the City Clerk’s Office by the last working day of the month in which said rental is received. City owned T-hangar rents shall be collected by Roseau Aviation and Roseau Aviation shall, monthly, pay such sums less commission to the City. Roseau Aviation shall be responsible for notifying and collecting delinquent accounts. Said Roseau Aviation shall also be entitled to any salary paid to him by a commercial airline with respect to the duties of a ticket agent and related services.

**SECTION III.
SERVICES OF AIRPORT OPERATOR**

Roseau Aviation agrees to conduct and manage the physical operation of the Roseau Municipal Airport in a businesslike manner. Roseau Aviation shall perform, but not be limited to performing, the following services on the premises:

- A. Providing advisory services to aircraft, both airborne and on the runways of Airport, in accordance with all federal, state and local rules and regulations.
- B. Controlling aircraft parking and tie-down facilities.
- C. Acting as ticket agent for any commercial airline approved by the City to operate into and out of Roseau Municipal Airport, to include baggage handling, and the provision of a passenger lounge.
- D. Operating and monitoring radio transmission equipment between the Airport and aircraft.
- E. Overseeing snow removal on the Airport.
- F. Providing to the City Council, through the City Airport Commission, budgets for Airport maintenance and Airport improvements.
- G. Assuring personnel are available to the Airport at such times as are reasonable for the operation of the Airport, it being the intention of the parties to is Agreement that the Airport facility shall be operated and attended on a twelve (12) month operation schedule and that all services to be provided under this Agreement shall be made available throughout the year, weather conditions permitting.
- H. Monitoring, ordering and pricing fuel for aircraft.
- I. Providing the fueling and lubrication of aircraft.
- J. In addition, Roseau Aviation agrees to make every reasonable attempt to secure repair and maintenance services for aircraft.
- K. Roseau Aviation agrees to make runway inspection, light inspection, ordering necessary supplies and maintenance required to insure compliance with FAA standards.

In addition to the above, the parties hereto agree that Roseau Aviation shall have the right to operate a restaurant or facility for eating and for the sale of non-alcoholic beverages on the hereinbefore described premises including that portion retained by the City and to install vending equipment and to dispose and sell goods related to a commercial operation. Roseau Aviation shall also be permitted to install and maintain advertising signs on the Airport premises, providing he first obtain the consent of the City and, if applicable, the consent of the Lessees of agricultural land on the Airport.

**SECTION IV.
RULES AND REGULATIONS**

That said Roseau Aviation shall be responsible for the enforcement of all federal and state rules and regulations and nay existing City or Roseau ordinances and rules and regulations, and those which from time to time may be promulgated by the City Council of the City of Roseau. No alcoholic beverages shall be consumed on the Airport premises.

**SECTION V.
LEASE OF FACILITY**

For the purposes of Roseau Aviation's commercial operation, the City demises and lets unto Roseau Aviation that premises generally referred to as the Roseau Municipal Airport administration building-repair shop and hangar, fuel storage facilities, and for assuring operability of related facilities (i.e. lighting) located in the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section Sixteen (16) in Township One Hundred sixty-two (162) North, Range Thirty-nine (39) West, Roseau County, Minnesota. This lease allows Roseau Aviation the right of reasonable ingress and egress to the leased facility. The City reserves a space in the lobby of the administration building comprising an area 8' x 10' for the purpose of leasing to a commercial airline to provide for airline ticket sales, baggage checking and other related activities generally carried on by a commercial airline; provided, however, that any rentals derived therefrom shall be paid directly to Roseau Aviation and further provided that Roseau Aviation shall be permitted to use the reserved space when not in conflict with the use intended by the City, the determination of the City being final in this regard. Roseau Aviation shall be entitled to all profits derived from his commercial operation and, in addition, shall be entitled to any rentals from the tie-down space or aircraft storage space adjacent to the Airport administration building-hangar and apron.

**SECTION VI.
MAINTENANCE AND REPAIR OF BUILDINGS**

Roseau Aviation agrees during the term of his lease to keep in good order and repair all buildings and structures demised herein. It shall, however, be the obligation of the City as recommended by the Airport Board to make all major repairs not occasioned by the fault or neglect of Roseau Aviation and to paint the exterior of the buildings and structures and to keep the roofs of the buildings in repair.

**SECTION VII.
CIVIL RIGHTS ASSURANCES**

Roseau Aviation, in the use of the Roseau Municipal Airport, shall not on the grounds of race, color, national origin or religion discriminate or permit discrimination against any person or group of persons or in any manner conduct activities prohibited by Part 21 of the rules and regulations of the U.S. Secretary of Transportation. Roseau Aviation further agrees to comply with any requirements made to enforce the foregoing which may be demanded of the City by the U.S. Government under the authority of said Part 21.

**SECTION VIII.
FAIR AND UNDISCRIMINATORY SERVICES**

Roseau Aviation, in the conduct of his authorized aeronautical business activities on the aforementioned premises and on said Airport, shall furnish good, prompt and efficient service which meets the demands for this services at the airport and shall furnish such services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of sale or service; provided, however, that Roseau Aviation shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

**SECTION IX.
NON-EXCLUSIVE RIGHTS**

Roseau Aviation shall have the right and privilege of engaging in and conducting his commercial operation on the premises of the Roseau Municipal Airport as set forth hereinabove; provided, however, that this Agreement shall not be construed in any manner to grant Roseau Aviation, or those claiming under him, the exclusive right to the use of the premises and facilities of said Airport other than those premises leased exclusively to Roseau Aviation as hereinabove stated.

**SECTION X.
GENERAL PROVISIONS AND REQUIREMENTS
(FEDERAL AVIATION ADMINISTRATION)**

Roseau Aviation for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- A. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport.
- B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That Roseau Aviation shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitles A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said regulations may be amended.

Roseau Aviation agrees to operate the airport premises for the benefit of the public:

- (1) To furnish good, prompt and efficient service adequate to meet all the demands for its service at the airport.
- (2) To furnish said service on a fair, equal and nondiscriminatory basis to all users thereof.
- (3) To charge fair, reasonable and nondiscriminatory prices for each unit of sale of service, provided that the Roseau Aviation may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

**SECTION XI.
INSURANCE**

Roseau Aviation shall insure and maintain in force all amounts of insurance covering the Roseau Aviation's activities in the amounts required by the State Department of Aeronautics of the State of Minnesota. Roseau Aviation shall furnish to City complete copies of all insurance policies obtained by said Roseau Aviation in compliance with said rules and regulations and Roseau Aviation agrees to notify City in writing of any amendments or cancellations of said policies. Roseau Aviation shall acquire and maintain in force a liability insurance policy with a company meeting the approval of the City and that said liability policy shall have adequate coverage protecting the Roseau Aviation and City herein.

Roseau Aviation shall not be obligated to insure any City buildings or property on the premises for loss or damage by fire or windstorm.

**SECTION XII.
INDEMNIFICATION OF CITY**

Roseau Aviation agrees to indemnify the City against all liability for injuries to persons or damages to property caused by Roseau Aviation's negligent use or occupancy of the leased premises; and the City agrees to give to Roseau Aviation prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, affects the Roseau Aviation.

**SECTION XIII.
TERMINATION BY ROSEAU AVIATION**

If the City fails to perform any act or acts or render any service required to be performed or rendered by the City under the terms of this Agreement, and if the City fails to remedy any such default in a manner reasonably satisfactory to Roseau Aviation, then fifteen (15) days following the receipt from Roseau Aviation of written notice to remedy the same, Roseau Aviation may elect to terminate this Agreement by giving thirty (30) days written notice to the City. In the event the Roseau Aviation decides to terminate without cause, he shall give thirty (30) days notice.

**SECTION XIV.
TERMINATION BY CITY**

If Roseau Aviation fails at any time to conform to his obligations pursuant to the terms of this Agreement, then the City may, at its option, terminate this Agreement. The City shall also have the right to terminate this Agreement in the event of any violation of the rules and regulations governing the use of the Roseau Municipal Airport or of any federal, state or local laws, ordinances, rules or regulations.

**SECTION XV.
SURRENDER OF POSSESSION**

On the expiration or other termination of this lease, Roseau Aviation's right to use the premises, facilities and services described herein shall cease and Roseau Aviation shall vacate the premises without unreasonable delay. Upon said expiration or other termination, Roseau Aviation shall have thirty (30) days in which to remove his commercial operation and all personal property related thereto from the premises of the Roseau Municipal Airport. In the event that Roseau Aviation fails to vacate as herein provided, Roseau Aviation hereby agrees that the City may have all of the property comprising Roseau Aviation's commercial operation removed from the Roseau Municipal Airport at the expense of Roseau Aviation.

Roseau Aviation agrees that upon termination of this lease in any manner, he will yield up the premises to the City in as good condition and repair as it was found at the commencement of this lease, reasonable wear and tear, loss by fire, and damage from the elements excepted and further excepting those conditions which are the responsibility of the City to repair.

**SECTION XVI.
INSPECTION BY CITY**

The City or their representatives, the Roseau Airport Committee, may enter upon the leased premises at any reasonable time for any purpose necessary of incidental to the performance of his obligations hereunder or to ascertain compliance with the applicable rules and regulations of the Roseau Municipal Airport.

**SECTION XVII
ASSIGNMENT AND SUBLETTING**

Roseau Aviation shall not at any time assign or sublet his rights under this Agreement or any part thereof without the written consent of the City.

**SECTION XVIII
NOTICES**

Notices provided for herein shall be sufficient if sent by certified mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.

**SECTION XIX.
SEVERABILITY**

This agreement shall be construed under the laws of the State of Minnesota. Any covenant, condition, or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the City or Roseau Aviation in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

**SECTION XX.
EFFECT OF AGREEMENT**

All the covenants, conditions and provisions in the Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, the said City has caused these presents to be executed in its corporate name by its Mayor and its City Clerk and its corporate seal hereunto affixed, and said Roseau Aviation has hereunto set his hand the day and year first above written.

CITY OF ROSEAU

BY _____
Jeff Pelowski: Mayor

Janet Lundbohm, Clerk

Roseau Promotions Director Lyle Grindy reported on the following:

- The Holiday Fantasy promotion was a huge success.
- The Civic and Commerce annual meeting will be held January 16th, 2012 at the Roseau City Center Community room.
- The 2nd Annual “Race for a Cure Pinewood Derby” co-sponsored by Ace Hardware and the Civic & Commerce will be held at the Community Center January 28th, 2012.

Roseau County Commissioner Jack Swanson reported on the following:

- The Roseau County Board has formed a committee similar to the Roseau Operations Committee. The goal is to investigate methods to create efficiencies and to provide improved services.

Community Development Coordinator Todd Peterson reported on the following:

- The EDA is continuing to look at ideas but there are no concrete prospects at this time.
- The gasifier did arrive.

Liquor Store Manager Brad Wiberg reported on the following:

- Brad requested a meeting with the Liquor Store liaisons - Council member Gerry Schiltz and Council member Curt Ireland to review the concept plan of a 1,000 square foot addition to the Roseau Municipal Liquor Store as drafted by Community Development Coordinator Todd Peterson.

After review and discussion of a new meter deposit policy proposed by City Superintendent David Drown which includes different options for collection in 2012 (which policy is on file at the Roseau City Office), Council member Pat Novacek made a motion to adopt the new meter deposit policy effective January 9th, 2012, seconded by Council member Curt Ireland and it was carried by unanimous vote.

Community Development Coordinator Todd Peterson reported on the following:

- CDC Peterson attended an NMPA meeting where the board passed the 2012 rate changes presented by MinnKota and noted that MinnKota does not project a rate increase in 2013.
- Roseau East Diversion Project Update January 3, 2011 (on file at the Roseau City Office).

After review and discussion of the EFG invoice that was \$75,000.00 over budget for the gas line relocation for the Roseau East Diversion Project, Council member Pat Novacek made a motion to approve to pay the invoice, seconded by Council member Linda Vatnsdal, carried by unanimous vote.

Community Development Coordinator Todd Peterson reported that the purchase offer for the bins formerly owned by Richard Larsen fell through due to the costs associated with the removal of the concrete bases.

After discussion by the City Council, Council member Curt Ireland made a motion to approve to advertise and put out on bids the 6 grain storage bins (located ¼ mile East of Roseau Community School Ballfields), seconded by Council member Linda Vatnsdal, carried by unanimous vote.

After review and discussion of the 2012 Pay Equity report prepared by Community Development Coordinator Todd Peterson (on file at the Roseau City Office), Council member Curt Ireland made a motion to approve the 2012 Pay Equity report, seconded by Council member Linda Vatnsdal, carried by unanimous vote.

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

ATTEST:

City Clerk

Mayor

