



CITY OF CLOQUET
City Council Agenda
Tuesday, January 15, 2019
7:00 p.m.
City Hall Council Chambers

6:00 - CITY COUNCIL WORK SESSION

- Council Retreat
- Wilderness Agreement
- Library Grant Award
- Council Meeting Live Streaming

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

- a. Approval of January 15, 2019 Council Agenda

4. **Approval of Council Minutes**

- a. Work Session minutes from the January 2, 2019 meeting
b. Regular Council minutes from the January 2, 2019 meeting

5. **Consent Agenda**

Items in the Consent Agenda are considered routine and will be approved with one motion without discussion/debate. The Mayor will ask if any Council members wish to remove an item. If no items are to be removed, the Mayor will then ask for a motion to approve the Consent Agenda.

- a. Resolution No. 19-04, A Resolution Authorizing the Payment of Bills
b. Council Appointments to Various Boards/Commissions
c. Public Works Position Appointments
d. Resolution No. 19-06, A Resolution Supporting State Law that Provides Limited Liability to Commercial Salt Applicators that are Certified through an Established Voluntary Salt Applicator Certification Program
e. Consideration of Appointments to Planning Commission and CAFD, and Reappointment to Library Board
f. Resolution No. 19-07, A Resolution Approving the Conditional Use Permit, Ryan & Zack, LLC
g. Purchase of New Duty Handguns
h. Acceptance of K9 Donation
i. Resolution No. 19-05, A Resolution Approving Exempt Raffle Permit, Knights of Columbus
j. Temporary On Sale Liquor License – Queen of Peace



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Tuesday, January 15, 2019
7:00 p.m.
City Hall Council Chambers**

6. Public Hearings

None.

7. Presentations

- a. Presentation of \$10,000 Grant for Bike Trail Extension

8. Council Business

- a. Pine Valley Arena Repair Assistance
- b. Northwoods Arena Use Agreements

9. Public Comments

Please give your name, address, and your concern or comments. Visitors may share their concerns with the City Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, irrelevant, or overly argumentative. All comments will be taken under advisement by the Council. No action will be taken at this time.

10. Council Comments, Announcements, and Updates

11. Adjournment



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REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and City Council
From: Aaron S. Reeves, City Administrator *AR*
Date: January 15, 2019

ITEM DESCRIPTION: Council Retreat

Proposed Action

Discuss details of holding a Council retreat.

Background/Overview

The City generally holds an annual retreat to identify Council goals for the coming year. With a number of new Council Members a retreat will be important to identify top priorities for this Council. The Council can choose to use a more structured process with a facilitator for roughly \$10,000 or it can be a little more informal with myself leading the process. The basic structure either way would be a 1 day retreat with ½ day being Council discussion then bringing in Department Heads for the other ½ of the day for a broader discussion and prioritization of goals.

Supporting Documentation Attached



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REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and City Council
From: Aaron S. Reeves, City Administrator *AR*
Date: January 15, 2019

ITEM DESCRIPTION: Wilderness Arena Use Agreement

Proposed Action

Discuss details of a new Wilderness Arena Use Agreement.

Background/Overview

In the past the Wilderness had an agreement with CAHA to use the arena. With the City taking over ownership of the arena the new agreement will be between the City and the Wilderness. I have sent a draft agreement to the Wilderness for review but I have not yet received any comments back. I hope to have the agreement ready for review at the Work Session and I will send to the Council as soon as it's ready. If the Council is supportive of the agreement it will be formally approved at the regular meeting along with the CAHA and School District agreements.

Supporting Documentation Attached

- Wilderness Arena Use Agreement – to be sent to Council when ready

July 15, 2016

Research Report

**The Economic Impact of the Minnesota
Wilderness Hockey Organization
on Carlton County**

For the
Minnesota Wilderness

Bureau of Business and
Economic Research

Labovitz School
OF BUSINESS AND ECONOMICS

UNIVERSITY OF MINNESOTA DULUTH
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*Bureau of Business and Economic Research
Labovitz School of Business and Economics
University of Minnesota Duluth*

Executive Summary

ABOUT THE PROJECT

The Minnesota Wilderness hockey team is one of over 20 North American Hockey League Tier II Junior teams. Players are student-athletes in pursuit of collegiate and/or professional hockey careers. The Wilderness is based in Cloquet, Minnesota, which is in Carlton County, and utilizes the rink at Northwoods Credit Union Arena.

The Minnesota Wilderness contacted the Bureau of Business and Economic Research (BBER) at the University of Minnesota Duluth's Labovitz School of Business and Economics to study the economic benefits that this organization has on Carlton County through its operations and games.

Economic impact modeling was done using the IMPLAN modeling software. IMPLAN data uses various federal sources, and the most recent IMPLAN data available is for the year 2014. All impacts are reported in 2016 dollars. Inputs for modeling were provided by industry representatives, as described in the report.

OPERATIONS IMPACTS ON CARLTON COUNTY

Through the Wilderness hockey organization's operations the county's economy sees an additional 12 jobs in the county. The organization itself employs 6, while 5 jobs are created through the indirect effect, and 1 job was the result of the induced effect. These jobs are not necessarily full-time equivalent jobs but could be full- or part-time, temporary or short-term positions.

Nearly \$350,000 is infused into the county's economy through the Wilderness organization's labor income, which is wages and benefits.

Additionally, the value added effect — additional employee compensation, taxes, and operating surplus from visitor spending — of the organization amounts to roughly \$627,000.

Therefore, the county sees an additional operations output of almost \$1.3 million as a result of the Wilderness organization's operating expenses.

GAMES/VISITOR SPENDING IMPACTS ON CARLTON COUNTY

The economic impacts of the hockey games, as measured by local spending from fans outside of Carlton County, includes not only the typical hotels and lodging, restaurants and drinking establishments but also retail stores, electric power, gasoline stations, and more.

Visitor spending accounts for an additional 17 employees to the county. As mentioned previously, these are not necessarily full-time equivalent positions.

The total output resulting from increased visitor spending to Carlton County as a result of the Wilderness games is just over \$1.1 million.

In total, Carlton County sees \$2.4 million in additional spending as a result of the Wilderness hockey organization's games and operations.

★ ★ ★

*Bureau of Business and Economic Research
Labovitz School of Business and Economics
University of Minnesota Duluth*

The Economic Impact of the Minnesota Wilderness Hockey Organization on Carlton County

Introduction

The Minnesota Wilderness hockey team is one of over 20 North American Hockey League (NAHL), Tier II Junior teams. Players are student-athletes in pursuit of collegiate and/or professional hockey careers. The Wilderness is based in Cloquet, Minnesota, which is in Carlton County, and utilizes the rink at Northwoods Credit Union Arena. During the 2015-2016 hockey season, the Wilderness played 30 regular season and 4 playoff games at home. Additionally, the Wilderness organization runs annual team tryouts during late July to early August, and 2016 marks the first year that the tryouts were held at Northwoods Credit Union Arena.

The Minnesota Wilderness contacted the Bureau of Business and Economic Research (BBER) at the University of Minnesota Duluth's Labovitz School of Business and Economics to study the economic benefits that this organization has on Carlton County through its operations and games.

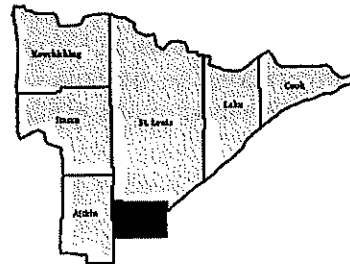
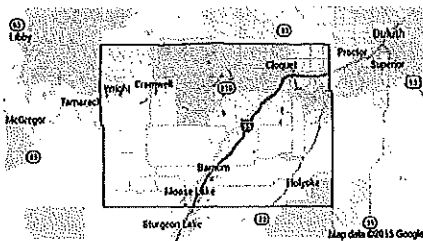
The research objectives of this study included the following:

1. To collect data from the Wilderness Hockey Organization regarding the organization and its operations (including information on annual expenditures, employment, and other relevant spending),
2. To estimate the proportion of Wilderness game spectators that come from outside Carlton County,
3. To estimate spectator spending using information collected from similar research studies, and
4. To provide an economic impact analysis using IMPLAN software.

Study Area

The geographic scope for this economic impact analysis is Carlton County, Minnesota.

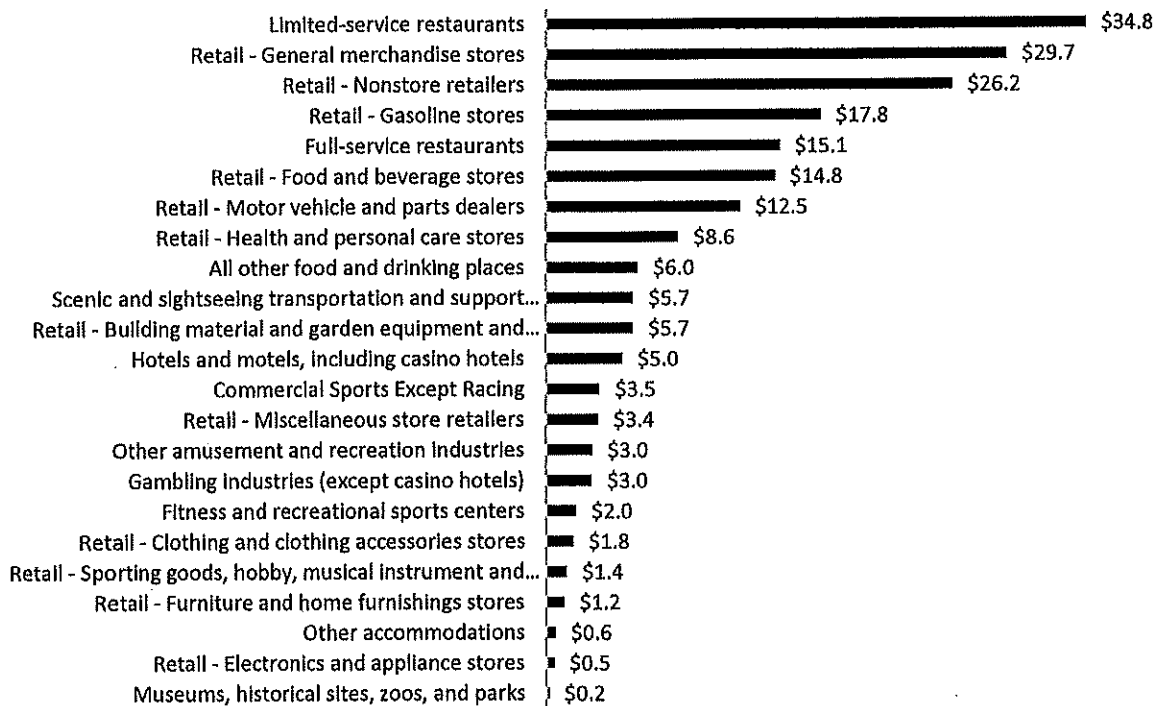
Figure 1. Carlton County



SOURCES: GOOGLE MAPS, BBER

Bureau of Business and Economic Research
Labovitz School of Business and Economics
University of Minnesota Duluth

Figure 2. Leisure and Hospitality Industries in Carlton County as Measured by Output, 2014 (in Millions \$)



SOURCE: IMPLAN, 2016

Figure 2 shows the Leisure and Hospitality Industries in Carlton County as measured by output. The Wilderness organization itself is categorized in the Fitness and Recreational Sports Centers industry, which saw a total output of \$2.0 million in 2014, as shown above. In addition, the organization brings visitors into Carlton County, and these visitors spend money shopping, eating, and on lodging. Thus, the primary effects that the Wilderness has on the Carlton County economy are anticipated to be in the Leisure and Hospitality industry. As shown above, the largest hospitality industries in Carlton County include Limited-Service Restaurants, Full-Service Restaurants, and All Other Food and Drinking Places. Similarly, the largest leisure industries include General Merchandise Stores, Nonstore Retailers, and Gasoline Stores. This data is included to provide context for the impact results, found later in the report.

Input-Output Modeling

This study uses the IMPLAN Group's input-output modeling data and software (IMPLAN version 3.1).¹ The IMPLAN database contains county, state, zip code, and federal economic statistics, which are specialized by region, not estimated from national averages. Using classic input-output analysis in combination with region-specific Social Accounting Matrices and Multiplier Models, IMPLAN provides a highly accurate and adaptable model for its users. IMPLAN data files use the following federal government data sources:

- U.S. Bureau of Economic Analysis Benchmark Input-Output Accounts of the U.S.
- U.S. Bureau of Economic Analysis Output Estimates
- U.S. Bureau of Economic Analysis Regional Economic Information Systems (REIS) Program
- U.S. Bureau of Labor Statistics Covered Employment and Wages (CEW) Program
- U.S. Bureau of Labor Statistics Consumer Expenditure Survey
- U.S. Census Bureau County Business Patterns
- U.S. Census Bureau Decennial Census and Population Surveys
- U.S. Census Bureau Economic Censuses and Surveys
- U.S. Department of Agriculture Census

IMPLAN data files consist of the following components: employment, industry output, value added, institutional demands, national structural matrices, and inter-institutional transfers. Economic impacts are made up of direct, indirect, and induced impacts. The data used was the most recent IMPLAN data available, which is for the year 2014. All data are reported in 2016 dollars. More details on the assumptions and limitations of these models can be found in Appendix B, IMPLAN Assumptions.

Inputs

Inputs required for modeling the economic impacts of the Wilderness Hockey organization included the organization's annual operating expenditures as well as attendance from outside the county and visitor spending estimates at the Wilderness home games, playoff games, and tryout camps.

These data were collected from a variety of sources. Operational impacts were calculated using annual expenditures provided by the organization. Game and camp attendance along with the proportion of attendance from outside the county was collected by the organization using attendance data and surveys of game attendees. This data was combined with information collected from relevant tourism studies and the General Services Administration (GSA) per diem information to determine typical visitor spending. Finally, hotel rate information was collected from local hotel websites. Throughout the project, the BBER worked closely with the Wilderness staff to ensure the accuracy of the assumptions and resulting models.

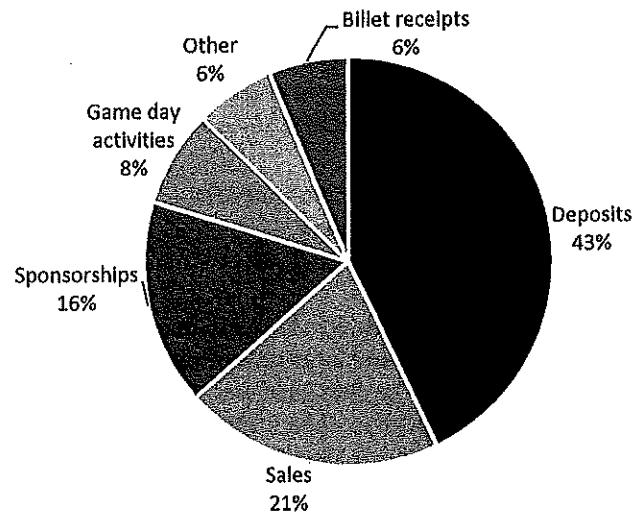
The following sections provide details on the methods used to determine the inputs for modeling the economic impacts of the Wilderness team operations and visitor spending from fans outside the county.

¹ www.IMPLAN.com

Team Operations

Operating assumptions required for modeling include employment estimates, payroll and benefit information, and annual expenditures. For this analysis, the Minnesota Wilderness provided budget worksheets for the 2015 calendar year, which included revenue sources, annual expenses, employment numbers, and payroll.

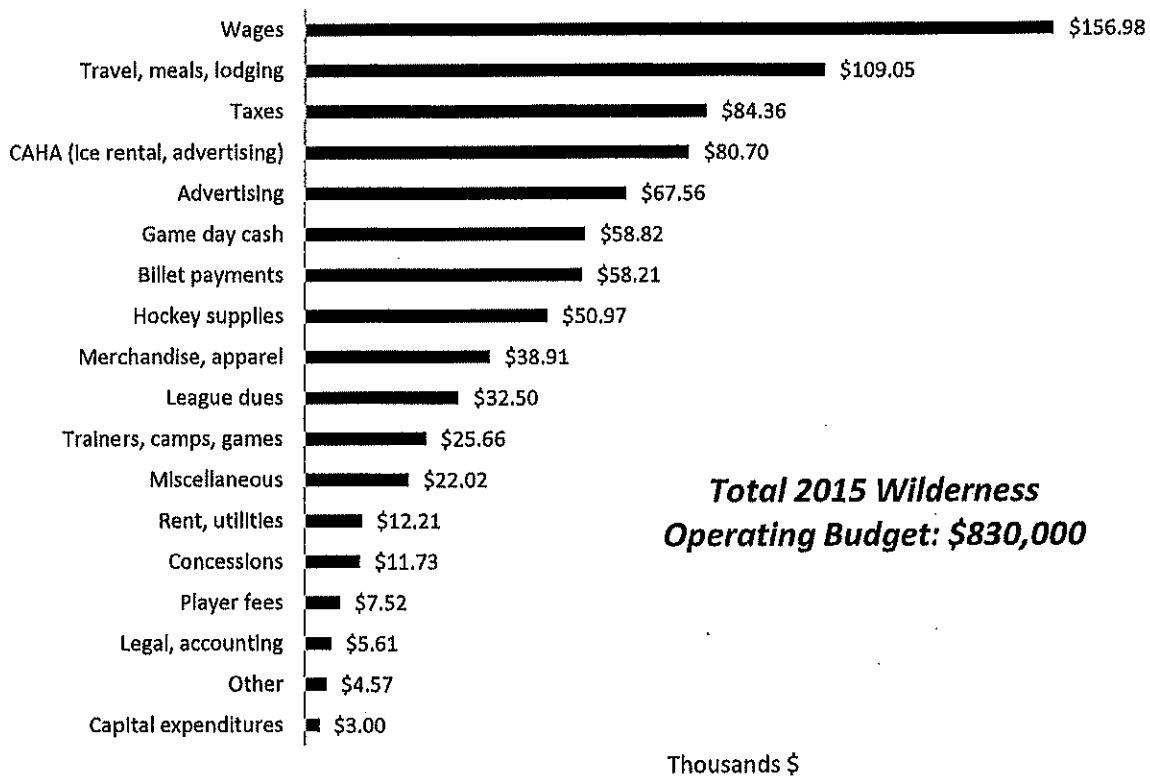
Figure 3. Minnesota Wilderness Revenue Sources, 2015



SOURCE: MINNESOTA WILDERNESS

Figure 3 above shows the total revenue earned by the Minnesota Wilderness for the 2015 calendar year. While revenue sources were not used in the impact modeling, they provide a unique perspective on the Minnesota Wilderness as an organization. The largest source of revenue for this non-profit organization came from Investment Deposits, which is the financial contribution made by the team's ownership. Other significant revenue sources include Ticket Sales (21%) and Sponsorships (16%) from companies advertising at the Northwoods Credit Union Arena. Game Day Activities (8%) include game day promotions and game day cash. The category, Other (6%), consists of camp fees and player trades. Lastly, Billet Receipts (6%) are reimbursements made by the players' families to house the team with local families.

Figure 4. Minnesota Wilderness Expenditures by Type, 2015



SOURCE: MINNESOTA WILDERNESS

The Minnesota Wilderness’s annual expenditures represent the organization’s economic contribution to Carlton County through wages, equipment, utilities, and other local spending. The economic impacts resulting from the Wilderness operations were calculated using 2015 expenditures provided by the organization. Figure 4 above shows the breakdown of all operational expenditures for the hockey organization by type. The largest expense, by a sizeable margin, comprises the wages for the six employees (two part-time and four full-time). Travel, meals, and lodging was the second highest expense, followed closely by taxes and payments to the Cloquet Amateur Hockey Association (CAHA) for ice rental and advertising.^{2,3}

² Technically, the portion of the CAHA payment designated for advertising (roughly \$35,000 of the \$80,000 total) did not occur in 2015. However, this payment is one of the organization’s typical annual operating expenses and is included in each year’s budget. In this case, it was simply delayed until 2016. Therefore, the expense was included in the analysis.

³ Game day cash withdrawals include the cash used at concessions, merchandise tables, and ticket booths on game days to provide change to customers. These expenses were not included in modeling as they are deposited again after each game.

It is worth noting that visiting teams' accommodations and meals are paid for in large part by the Wilderness organization. In addition, some local restaurants will cover the cost of visiting teams' meals in exchange for advertising and game day promotions. Therefore, these expenses⁴ were included in the team's operations. However, some incidental spending on the part of the visiting teams was included in the visitor spending portion of modeling. More details will be provided in the following section.

IMPLAN classifies the Minnesota Wilderness as a Commercial Sports Except Racing (sector 489) industry. This sector includes businesses, such as baseball clubs, horse racing stables, referees, and umpires. However, the Wilderness's revenue sources and expenditures (e.g. ice rental) are likely to be very different from other businesses and industries within this sector. Rather than use IMPLAN's default spending pattern for this industry (which is developed using an aggregate of all facilities included in sector 489), the BBER modeled the Minnesota Wilderness operations using a technique called Analysis by Parts. This technique, which yields more accurate results, allows the user to specify the amount of commodity inputs, the proportion of local labor income, and the proportion of local purchases.

Table 1. IMPLAN Commodity Sectors Used for the Minnesota Wilderness Customized Industry

<i>IMPLAN commodity number</i>	<i>Description</i>
3395	Wholesale trade distribution services
3402	Retail services - Gasoline stores
3403	Retail services- Clothing and clothing accessories stores
3404	Retail services - Sporting goods, hobby, musical instrument and book stores
3406	Retail services - Miscellaneous store retailers
3434	Nondepository credit intermediation and related activities
3440	Real estate buying and selling, leasing, managing, and related services
3447	Legal services
3448	Accounting, tax preparation, bookkeeping, and payroll services
3457	Advertising, public relations, and related services
3465	Business support services
3474	Other educational services
3489	Commercial sports except racing
3496	Other amusement and recreation
3497	Fitness and recreational sports center services
3499	Hotels and motel services, including casino hotels
3501	Full-service restaurant services
3502	Limited-service restaurant services
3503	All other food and drinking place services
5001	Employee compensation
10006	Households 50-75k

SOURCE: MINNESOTA WILDERNESS AND IMPLAN

Using the Analysis-by-Parts method, all expenditures provided by the organization were re-categorized as

⁴ Roughly \$30,000 in lodging expenses and \$15,000 in meals

IMPLAN commodities to create a customized industry based on an existing budgetary spending pattern.⁵ Table 1 on the previous page shows a list of those commodities used to create the customized industry. The majority of the items shown in Table 1 include purchases made by the Wilderness for business services, equipment, rent, and supplies. Employee Compensation (5001) represents the wages paid to the six workers employed by the Minnesota Wilderness. The final item in Table 1, Households 50-75k, was used to represent payments to billet families. Because these payments are being made to households and not private companies, the expense was included as an impact to household spending in the county. This category represents the spending of a "typical" household earning \$50,000-\$75,000.⁶

Visitor Spending

Inputs required for modeling the impacts of visitor spending include the number of visitors attending Wilderness games and camps who came from outside the study area along with each group's typical local spending. The economic impact attributable to Wilderness games relates only to new money injected into the local economy by visiting fans. Expenditures by Carlton County residents represent only a recycling of money that already exists in the local economy. Most likely, if local fans (from Carlton County) did not spend their money as a result of their participation in the local games, they would have spent it elsewhere in the county. It is for this reason that the analysis is concerned only with visitor spending as a result of the Wilderness games.

First, attendance records for all 2015-2016 regular season and playoff games were collected from the NAHL website. Next, the proportion of guests from outside the county was calculated by randomly surveying a sample of game attendees. Surveys were distributed at three regular season games and one playoff game. In the survey, participants were asked where they were from and if they planned on spending the night. Responses to the surveys were used to estimate the total number of guests from outside the county and overnight guests for the remainder of the season's games.

Table 2. Minnesota Wilderness Game Attendance Survey Results, 2015-2016 Season

Date	Survey Distribution			Survey Results		
	Total Attendance	People Surveyed	Response Rate	Local Fans	Evening Visitors	Overnight Guests
Friday, February 12	1,378	126	9%	42%	41%	17%
Friday, February 26	2,342	75	3%	76%	0%	24%
Friday, March 18	1,432	121	8%	62%	38%	0%
Regular Season Survey Average	1,717	107	7%	60%	26%	14%
Post-season Survey Average ⁷	1,315	152	11%	21%	54%	25%

SOURCE: MINNESOTA WILDERNESS ATTENDANCE SURVEY

In total, 322 people responded to the season game survey (107 respondents on average per game), and 152

⁵ IMPLAN, 2016

⁶ The range of \$50,000-\$75,000 was selected to reflect the median household income in Carlton County (\$53,429 in 2014). Source: American Community Survey Estimates 2010-2014

⁷ Post-season estimates were based on surveys of attendees at the Saturday, April 23 playoff game.

responded to the playoff game survey, as shown in Table 2 on the previous page. On average, roughly 14% of regular season attendees indicated that they were staying overnight and 26% stated that they were from outside the county but only staying for the evening.⁸ The remainder was local fans from within Carlton County. The playoff games saw a higher share of visitors from outside the county, with 25% of survey participants indicating that they were staying overnight and an additional 54% reporting that they had come from outside Carlton County for the evening. Only 21% of fans surveyed at the post-season game indicated that they had come from within Carlton County.

Table 3. Minnesota Wilderness Attendance Summary, 2015-2016 Season

	<i>Attendance</i>	<i>Local Fans</i>	<i>Evening Visitors</i>	<i>Overnight Guests</i>	
Regular Season (30 games)	Average per Game	1,368	821	362	185
	Total	41,035	24,627	10,845	5,563
Playoffs (4 games)	Average per Game	1,388	292	749	347
	Total	5,553	1,169	2,996	1,338
Total (34 games)	Average per Game	1,370	759	407	204
	Total	46,588	25,796	13,841	6,951

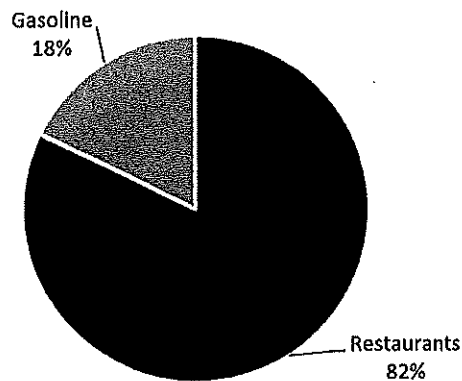
SOURCE: MINNESOTA WILDERNESS ATTENDANCE SURVEY, NAHL

The average proportion of local fans, evening visitors, and overnight guests collected from the surveys was used to estimate the percentage of visiting fans for all home games throughout the entire 2015-2016 season. Table 3 shows regular season and playoff attendance estimates based on the survey results.

In order to determine the amount of new spending that the guests at Wilderness hockey games were contributing to the local economy, four spending patterns were developed; one for each type of visitor. Spending by evening visitors was estimated using per diem rates reported by the General Services Administration (GSA). Spending by overnight guests was calculated using a combination of GSA per diem rates, local hotel rates, and typical tourist spending patterns from other relevant literature. In addition, spending by Tryout Camp attendees and visiting teams was calculated using a combination of GSA rates and Wilderness staff estimates.

⁸ The three categories shown in Table 2, Local Fans, Evening Visitors, and Overnight Guests, are mutually exclusive. Each survey participant was categorized into only one of these three groups.

Figure 5. Evening Visitor Spending by Sector



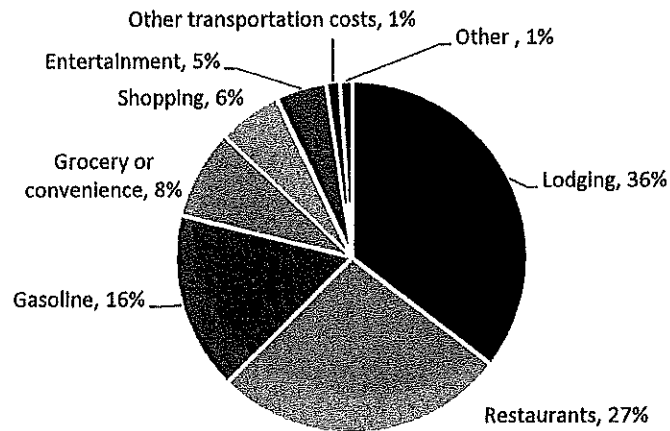
SOURCE: BBER

Evening visitor spending (Figure 5) was calculated using GSA per diem rates. The GSA website estimates that people traveling for an entire day spend an average \$51 on meals and other incidental expenses using the standard rate for Minnesota. Of that total, \$23 is allocated for dinner expenses and \$5 for incidentals (e.g. gas). Many fans from outside of the county who are staying just for the evening would likely not spend money locally beyond their attendance at the game. Therefore, it was assumed that 50% of the evening visitors (roughly 7,000 individuals) would spend the GSA estimate of \$28 on dinner and/or gasoline that evening. Using these estimates, the total amount spent by evening visitors would equate to approximately \$195,000 with the majority (82%) going toward meals and the remainder (18%) spent on gasoline, as shown in Figure 5.

Overnight guest spending was calculated using a combination of local lodging rates, GSA rates, and other relevant literature.⁹ According to Dave Boltz, General Manager of the Minnesota Wilderness, visitors usually stay in one of two places, the Black Bear Casino Resort or Super 8 Cloquet. To determine the money spent by guests on lodging, the standard room prices of the two options were averaged. A standard room at the Super 8 Cloquet cost \$79, while a standard room at the Black Bear Casino Resort cost \$89, equating to an average price per room of \$84. This price was multiplied by the number of overnight guests (n=6,951) and then divided by two (assuming two guests to each room) to yield the total amount that Wilderness spectators for regular season and playoff games spent on lodging (\$292,000), as shown in Table 4 on the next page. To account for the overnight guest spending beyond lodging, the BBER again used the standard GSA meals and incidental expenditures rate for Minnesota. According to the GSA website, the standard rate for the first and last days of travel is \$38.25. It was assumed that visitors arrived on the game day (first day) and left the following day (last day), so each person staying the night in Carlton County was estimated to spend a total of \$76.50 on meals and other incidentals, outside of their lodging expenses. In total, it was estimated that overnight visitors for regular season and playoff games (n=6,951) spent roughly \$530,000 on meals and incidentals.

⁹ See References for full list of tourism studies used in estimating visitor spending.

Figure 6. Overnight Guest Spending by Sector



SOURCE: BBER

To determine the appropriate allocations for overnight visitors' expenses, relevant studies focusing on tourism spending (particularly tourism spending in Minnesota's northeast region) were evaluated. Each study's spending estimates were categorized into restaurants, grocery or convenience stores, gasoline or fuel, other transportation costs, entertainment, shopping, and other expenditures. In each report, the industries were measured as a percentage of total travel expenditures in the area. These percentages were combined with lodging estimates to develop a "typical" tourist spending pattern (see Figure 6, previous page) and allocated to the appropriate IMPLAN sectors based on that spending pattern.

As mentioned previously, the Wilderness organization holds a four-day tryout camp each summer, which draws potential players and their families. 2016 marks the first year that the tryouts were held at Northwoods Credit Union Arena. For modeling the impacts of this event, the Wilderness organization provided estimates on the number of campers (and their guests) and their length of stay. In total, more than one hundred skaters attended the main camp in August 2016, 86 of whom were from out of town. Each player was estimated to have brought approximately one guest, for a total of 172 out-of-town visitors. Wilderness staff indicated that 28 of those players stayed for three nights and 58 players stayed for four. As with the other visitor spending patterns, spending by training camp participants was modeled using GSA per diem rates. However, GSA rates were adjusted to account for the longer length of stay. In total, visitors to the tryout camp spent roughly \$63,000, 42% of which (\$26,544) went toward lodging expenses and the remainder toward meals and incidentals.

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Table 4. IMPLAN Industry Sectors Used for the Minnesota Wilderness Visitor Spending

<i>IMPLAN Industry Code</i>	<i>Description</i>	<i>Overnight Visitor Spending</i>	<i>Evening Visitor Spending</i>	<i>Training Camp Spending</i>	<i>Visiting Team Spending</i>	<i>Total Visitor Spending</i>
499	Hotels and motels, inc. casino hotels	\$291,932	--	\$26,544	--	\$318,476
402	Retail - Gasoline stores	\$134,993	\$34,704	\$9,312	\$1,875	\$180,884
501	Full-service restaurants	\$74,168	\$53,213	\$5,105	--	\$132,486
502	Limited-service restaurants	\$74,168	\$53,213	\$5,105	--	\$132,486
503	All other food and drinking places	\$74,168	\$53,213	\$5,105	\$1,875	\$134,361
400	Retail - Food and beverage stores	\$67,890	--	\$4,666	\$1,875	\$74,431
405	Retail - General merchandise stores	\$48,268	--	\$3,327	\$1,875	\$53,470
495	Gambling industries (except casino hotels)	\$19,228	--	\$1,329	--	\$20,557
496	Other amusement & rec. industries	\$19,228	--	\$1,329	--	\$20,557
406	Retail - Miscellaneous store retailers	\$9,811	--	\$669	--	\$10,480
504	Automotive repair and maint, except car washes	\$9,811	--	\$669	--	\$10,480
	Total	\$823,667	\$194,343	\$63,162	\$7,500	\$1,088,672

SOURCE: BBER

Finally, while the majority of visiting team expenses (i.e. lodging, meals) are covered by the Wilderness organization, there are some incidental expenses that were included in modeling, such as retail, groceries, and convenience items. The Wilderness organization estimated that each visiting team will spend around \$500 while in town for an annual estimated total of \$7,500.¹⁰ Table 4 on the previous page shows the full list of IMPLAN sectors and the estimated visitor spending for each sector, based on the information collected from the Wilderness surveys, GSA per diem information, and other relevant literature on tourist spending. These estimates represent the direct inputs used for modeling the impacts of the Wilderness Hockey team's regular and post-season games for the 2015-2016 season. Results of modeling are shown in the following section.

¹⁰ Source: Wilderness representatives

Findings

This section describes the direct, indirect, and induced economic impacts resulting from the Wilderness Hockey organization's games and operations in Carlton County. Impacts are measured in employment, output, and value added.

Table 5. Total Economic Impact of the Wilderness Hockey Organization on Carlton County

<i>Impact Type</i>	<i>Employment</i>	<i>Labor Income</i>	<i>Value Added</i>	<i>Output</i>
Operations	12	\$349,973	\$626,939	\$1,286,002
Games	17	\$321,361	\$536,557	\$1,124,210
Total Effect	29	\$671,334	\$1,163,496	\$2,410,212

SOURCE: IMPLAN, 2016

Table 5 depicts the combined total economic effects of the Wilderness games and operations on Carlton County. The far left column, Employment, is an estimate of the number of new jobs created and supported by the team's games and operations. It is important to note that this estimate is in terms of jobs created and does not necessarily represent full-time equivalent employees. These jobs may include full- or part-time, temporary, or short-term positions. From the results produced by this analysis, an estimated total of 29 new jobs in Carlton County can be attributed to spending by the Wilderness organization, with 12 coming from the team's operational spending and an additional 17 jobs resulting from increased visitor spending at the team's games and tryout camp.

Labor Income, the column to the right of Employment, is the estimated compensation of all employees, including wages, benefits, and proprietor income. During the 2015-2016 hockey season, this model estimated that the Wilderness organization contributed roughly \$671,000 to wages and benefits in the county, of which almost \$350,000 was the result of the team's operational expenditures and the remainder was the result of increased visitor spending from fans and the team's regular and post-season games and camp.

The next column, labeled Value Added, represents the estimated contribution to the county's gross regional product (GRP) made by an individual producer, industry, or sector. This impact includes additional employee compensation, taxes on production and imports, and gross operating surplus across the local economy due to visitors' spending. In the 2015-2016 season the Wilderness Hockey team contributed nearly \$1.2 million in Value Added impact to Carlton County's economy, with more than \$626,000 coming from the organization's operations, and an additional \$537,000 from visitor spending at the team's games.

The far right column shows Output, the total value of all local industry production. According to modeling results, it is estimated that the organization increased local output by a total of approximately \$2.4 million.

*Bureau of Business and Economic Research
Labovitz School of Business and Economics
University of Minnesota Duluth*

Team Operations

Table 6. Wilderness Operations Impact Details (2015-2016 Season)

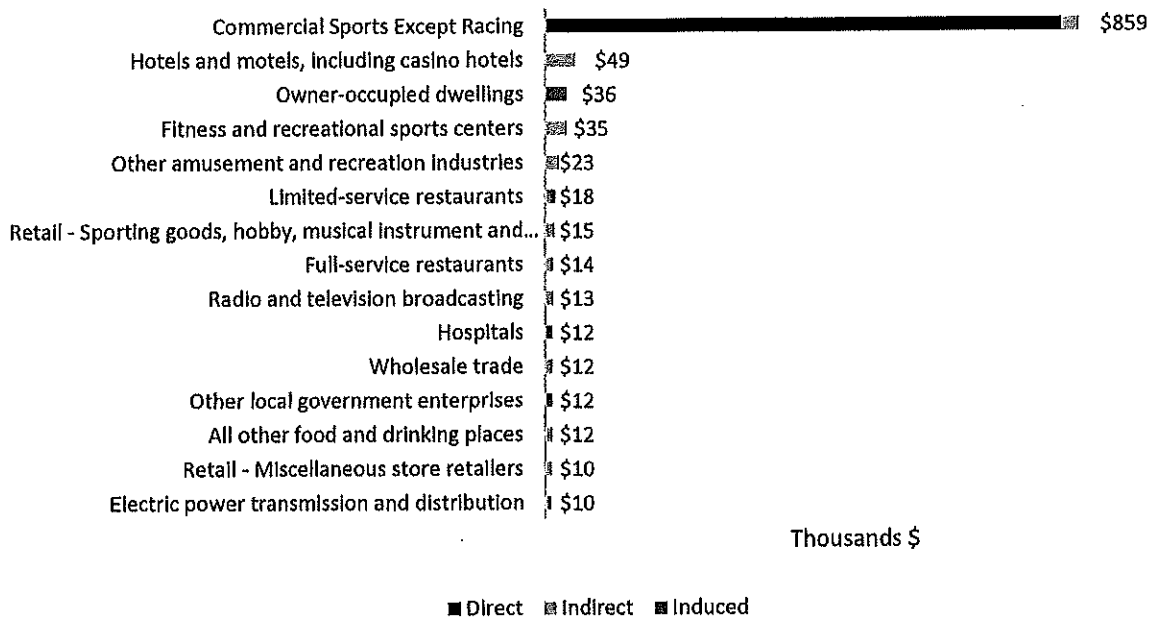
<i>Impact Type</i>	<i>Employment</i>	<i>Labor Income</i>	<i>Value Added</i>	<i>Output</i>
Direct Effect	6	\$234,870	\$418,039	\$830,393
Indirect Effect	5	\$71,656	\$120,821	\$281,567
Induced Effect	1	\$43,447	\$88,079	\$174,042
Total Effect	12	\$349,973	\$626,939	\$1,286,002

SOURCE: IMPLAN, 2016

Table 6 shows the detailed economic impacts of the Wilderness Hockey team's operating expenses on Carlton County. The inputs provided by the Wilderness Hockey organization (Figure 4, page 5) represent the direct effects and are the basis for quantifying the full economic effects of the project. In this case, the average annual operating budget for the team in 2015, roughly \$830,000, represents direct Output, as shown above in Table 6. The six Wilderness staff and their wages and payroll taxes (\$235,000) are represented as direct employment and labor income.

It is estimated that 12 jobs are supported each year in Carlton County as a result of the organization's operations. The Indirect Effect (\$282,000 in industry spending and 5 supported jobs) shows the measurement of increased spending between commercial, government, and service industries as a result of the direct effects. Induced Effect (\$174,000 in household spending and 1 job) measures the amount of increased spending by residential households as a result of the direct effects. Total Effect is the sum of Direct, Indirect, and Induced Effects.

Figure 7. Top 15 Industries Impacted by Minnesota Wilderness Operations in Carlton County, by Total Output



SOURCE: IMPLAN, 2016

Figure 7 shows the top 15 industries impacted by operations of the Minnesota Wilderness. Commercial Sports Except Racing is the industry most impacted, as the organization's direct expenditures fall into that category. Other impacted industries included Hotels and Motels, Owner-Occupied Dwellings, and Fitness and Recreational Sports Centers.

Comparing these results to Figure 2 (page 2), showing total output for all Leisure and Hospitality Industries in Carlton County, it is possible to see the relative impact that the Wilderness has on each industry, as compared with overall output county-wide. Overall, the economy of Carlton County sees \$3.5 million in output from the Commercial Sports industry, while an estimated \$859,000 of that total is the result of the Wilderness organization, as shown in Figure 7. Therefore, it is estimated that the Wilderness organization was responsible for nearly 25% of the total output for the industry in Carlton County.

Visitor Spending

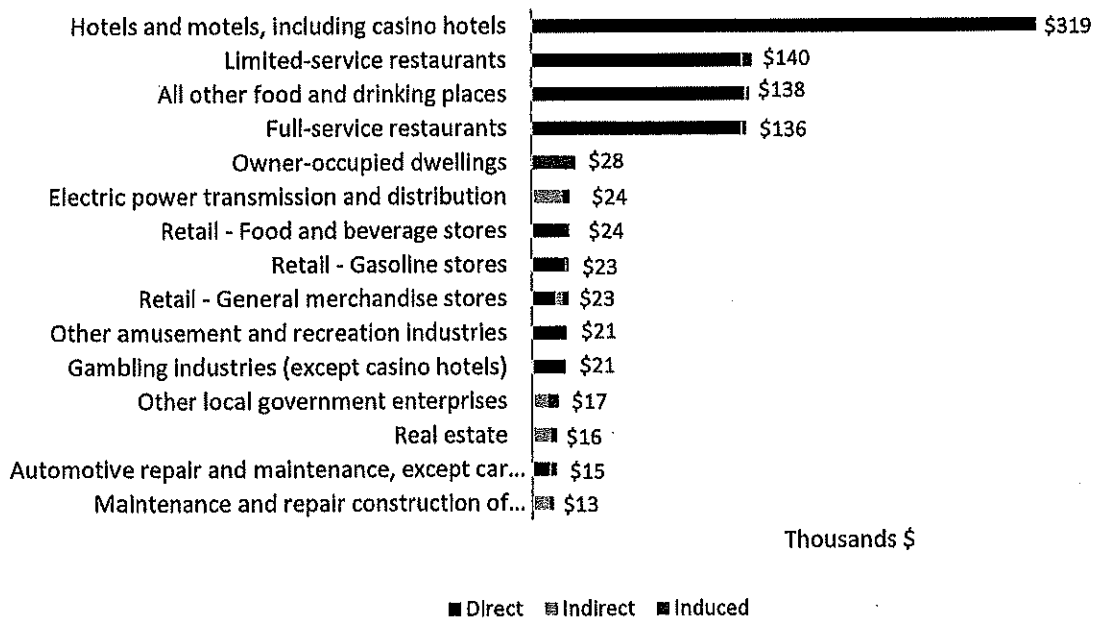
Table 7. Wilderness Games Impact Details (2015-2016 season)

Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	15	\$245,507	\$404,307	\$829,690
Indirect Effect	1	\$42,707	\$64,954	\$161,771
Induced Effect	1	\$33,147	\$67,296	\$132,749
Total Effect	17	\$321,361	\$536,557	\$1,124,210

SOURCE: IMPLAN, 2016

Detailed impacts resulting from the Wilderness Hockey games and camps are shown in Table 7. Impacts from increased visitor spending represent a slightly smaller portion of the total economic impacts. It is estimated that the direct impact of increased visitor spending in the county as a result of the team's home games (\$830,000)¹¹ would equate to roughly 15 additional workers in the study area, \$246,000 in new wages, and \$404,000 in additional value added spending. These direct effects, through increased industry and household spending contribute to a total effect, annually, of 17 workers, \$321,000 in new wages, and \$1.1 million in additional spending.

Figure 8. Top 15 Industries Impacted by Wilderness Games in Carlton County, by Total Output



SOURCE: IMPLAN, 2016

¹¹ Retail spending is subject to margining and is the reason that the total direct spending shown in Table 7 is different than what was originally seen in Table 4, page 11. For more information on margins, see the "Margins" definition in Appendix A.

Figure 8 on the previous page shows the top 15 industries impacted by visitor spending in Carlton County, by total output. The industries in red (e.g. Hotels and Motels, Full- and Limited-Service Restaurants, All Other Food and Drinking Places) all represent direct spending by visitors to Carlton County as a result of Wilderness Hockey games. These industries are primarily in the Hospitality and Retail sectors. The remaining industries most impacted by Wilderness games (e.g. Owner-Occupied Dwellings, Electric Power Transmission, Other Local Government, Real Estate) ranked high because of the indirect and induced spending from visitors. This shows the impact the ripple effect of direct spending can have on backward-linked industries and on an economy as a whole.

Conclusion

During the 2015-16 season, the Minnesota Wilderness hockey team hosted 30 regular season games and four playoff games between September and May. On average, each game drew more than 1,300 fans, local and visiting, along with coaches, parents, and other family members, many from outside Carlton County. In total, it is estimated that combined attendance at all regular and post-season games topped 46,000 during the 2015-2016 season. In addition, the team employed six staff members and had an annual operating budget of roughly \$830,000.

Using inputs from the organization and other external sources, including relevant tourism studies and the GSA's per diem rates, the BBER estimated that the team increased local output in Carlton County by a total of approximately \$2.4 million. Of that total impact, \$1.3 million was the result of the team's operations and over \$1.1 million came from new spending by fans attending the team's regular and post-season games.

In addition, 29 new jobs were created by the organization directly and indirectly. Roughly half of these jobs came from operational spending, in industries such as Fitness and Recreational Sports and Retail. The other half, resulting from visitor spending, was created primarily in industries related to Leisure and Hospitality, including Hotels, Restaurants, and Bars.

The direct impacts of the Wilderness operations are slightly larger than the direct impacts from its games and the economic multipliers are larger as well, meaning they have a larger ripple effect through the economy. The Wilderness's operational spending contributed \$830,000 directly to the county's economy and resulted in an overall effect of \$1.28 million, which equates to an economic output multiplier of 1.54. This means that every dollar the Wilderness organization spent through its operations generated \$1.54 in the local economy: the original dollar and an additional \$0.54. Comparatively, the multiplier for visitor spending resulting from the team's games is 1.35. Similarly, the Wilderness organization employs six individuals, and an additional 6 jobs are created as a result of indirect or induced spending from the organization. This equates to an employment multiplier of 2.0. Comparatively, the employment multiplier from visitor spending was 1.2. This highlights the impact that the organization has in the county, over and above the benefits that the region sees from the team's games.

A sizeable portion of the revenue in some local leisure and hospitality industries can be attributed to the Wilderness organization and its visiting fans. As shown, Wilderness operations contributed roughly \$859,000 in spending to the Commercial Sports Industry, and this value represented nearly 25% of the total output for that industry in Carlton County. Similarly, visitor spending on the part of Wilderness fans contributed roughly \$319,000 in the lodging industry, or about 6% of the \$5 million lodging industry in the study area, and \$414,000 in new spending at local restaurants, or about 1% of the local restaurant industry.

NOTE - Readers are also encouraged to remember the UMD Labovitz School's BBER was asked to supply an economic impact analysis only. Any subsequent policy recommendations should be based on the "big picture" of total impact.

*Bureau of Business and Economic Research
Labovitz School of Business and Economics
University of Minnesota Duluth*

References

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- Venegas, Ernesto C. 2009. *Economic Impact of Recreational Trail Use In Different Regions of Minnesota*. University of Minnesota Tourism Center.

Appendix A: Definitions Used in this Report

Backward Linkages: The interconnection of an industry to other industries from which it purchases its inputs in order to produce its output. It is measured as the proportion of intermediate consumption to the total output of the sector (direct backward linkage) or to the total output multiplier (total backward linkage). An industry has significant backward linkages when its production of output requires substantial intermediate inputs from many other industries.¹²

Billet: A residence of a non-family member used for temporary housing.

Direct Effect: Initial new spending in the study area resulting from the project.

Employment: Estimates (from U.S. Department of Commerce secondary data) are in terms of jobs, not in terms of full-time equivalent employees. Therefore, these jobs may be temporary, part-time, or short-term.

Gross Output: The value of local production required to sustain activities.

Indirect Effect: The additional inter-industry spending from the direct impact.

Induced Effect: The impact of additional household expenditures resulting from direct and indirect impact.

Labor Income: All forms of employment income, including employee compensation (wages and benefits) and proprietor income.

Leakages: Any payments made to imports or value added sectors that do not in turn re-spend the dollars within the region.

Margins: The value of the wholesale and retail trade services provided in delivering commodities from producers' establishments to purchasers. Margin is calculated as sales receipts less the cost of the goods sold. It consists of the trade margin plus sales taxes and excise taxes that are collected by the trade establishment. (BEA)

Multipliers: Total production requirements within the Study Area for every unit of production sold to Final Demand. Total production will vary depending on whether Induced Effects are included and the method of inclusion. Multipliers may be constructed for output, employment, and every component of Value Added.

Value Added: A measure of the impacting industry's contribution to the local community; it includes wages, rents, interest, and profits.

¹² IMPLAN, 2016

Appendix B. IMPLAN Assumptions

The following are suggested assumptions for accepting the impact model:¹³

Backward Linkages: IMPLAN is a backward-linkage model, meaning that it measures the increased demand on industries that produce intermediate inputs as a result of increases in production. However, if an industry increases production, there will also be an increased supply of output for other industries to use in their production. Models that measure this type of relationship are called forward-linkage models. To highlight this concept, consider the example of a new sawmill beginning its operations in a state. The increased production as a result of the sawmill's operations will increase the demand for lumber, creating an increase in activity in the logging industry, as well as other supporting industries such as electric transmission and distribution. IMPLAN's results will include those impacts, but will exclude effects on any wood product manufacturers located nearby that might be impacted by the newly available supply of lumber.

Fixed Production Patterns: Input-output (I-O) models assume inputs are used in fixed proportion, without any substitution of inputs, across a wide range of production levels. This assumption assumes that an industry must double its inputs (including both purchases and employment) to double its output. In many instances, an industry will increase output by offering overtime, improving productivity, or technology.

Industry Homogeneity: I-O models typically assume that all firms within an industry have similar production processes. Any industries that fall outside the typical spending pattern for an industry should be adjusted using IMPLAN's Analysis-by-Parts technique.

Fixed Prices and No Supply Constraints: IMPLAN is a fixed-price model. This means that the modeling software assumes no price adjustment in response to supply constraints or other factors. In other words, the model assumes that firms can increase their production as needed and are not limited by availability of labor or inputs and that firms in the local economy are not operating at full capacity.

Employment: IMPLAN input-output is a production-based model, and employment numbers (from U.S. Department of Commerce secondary data) treat both full- and part-time individuals as being employed.

Leakages: A small area can have a high level of leakage. Leakages are any payments made to imports or value added sectors, which do not in turn re-spend the dollars within the region. What's more, a study area that is actually part of a larger functional economic region will likely miss some important linkages. For example, workers who live and spend outside the study area may actually hold local jobs.

¹³ Bureau of Economic Analysis https://www.bea.gov/papers/pdf/WP_IOMIA_RIMSII_020612.pdf

Arena Lease Agreement

Agreement, made and entered into this ___th day of _____, 2019, by and between the City of Cloquet, a political subdivision of the State of Minnesota, herein called "City," and the Minnesota Wilderness, herein called "Wilderness."

RECITALS

1. The City is the owner of certain real property located in Cloquet, Carlton County, Minnesota, and as described as follows, to-wit:
Southwest Quarter of the Southeast Quarter of the Southwest Quarter (sw ¼ of se ¼ of sw ¼), Section Twenty-three (23), Township Forty-nine (49), Range Seventeen (17), West.
2. The City has requested that a new lease agreement by and between the parties be entered into which agreement would continue to provide revenue to the City to permit the necessary operation, improvements, and updating of the existing facility so as to permit a continued quality arena facility.
3. That the parties hereto have agreed that the City, in order to operate the facilities for the general public for the citizens of Cloquet and for the Cloquet Area School District for recreation programs, school programs, Cloquet Area Hockey Association programs, open skating programs, Wilderness team and for other uses for the general public and the citizens of Cloquet, must receive additional rentals to enable them to meet their requirements for operation and improvement and maintenance of the present facility.
4. That the parties hereto have agreed that said repairs to the premises, updating of the facilities and the general usability for handicapped people in order to meet State and Federal guidelines will continue and to do so parties will enter into a new hockey lease agreement.
5. The City has constructed on the above-described real property an ice arena..
6. The parties hereto are desirous of obtaining maximum usage of the above-described real property and the ice arena located thereon by their respective residents and/or members and, in particular, are desirous of maintaining and improving the existing structure.
7. That the parties hereto have agreed that the financial contributions of the City for a community recreation program for City and general public uses and the lease agreement for the Wilderness will be entered into in order to allow the City to undertake the projects necessary to meet State guidelines for such a structure and to finance the necessary obligations for the daily operations of the structure.
8. The parties hereto desire to enter into a lease agreement to insure the foregoing.

TERMS OF AGREEMENT

1. Subject Property. The property being subject of this Agreement is the following described property and the ice arena located therein in Cloquet, Carlton County, Minnesota, to-wit:
Southwest Quarter of the Southeast Quarter of the Southwest Quarter (sw ¼ of se ¼ of sw ¼), Section Twenty-three (23), Township Forty-nine (49), Range Seventeen (17), West.
2. Term. **The term of this lease shall be a period of two (2) years commencing July 1, 2019, and terminating June 30, 2021.**
 - a. This lease, on its effective date, supersedes and cancels any existing leases and/or extensions.
3. Financial Contribution of the Wilderness. Contributions of the Wilderness upon execution hereof shall be made in accordance with the following schedule:

Hockey Lease – (Two Years)

June 1, 2019	\$ 35,000
June 1, 2020	\$ 30,000

4. Use of Payments. The parties hereto agree that the sums to be paid to the City hereunder shall be used as per paragraph seven (7) of the recitals, and shall further be used for the operational and maintenance expenses of said facility during the term of this agreement.
5. Use of Facility by Wilderness. The use of the above-described facility shall be made available to the Wilderness annually during the hockey season as defined by the North American Hockey League. The programs for which said facility may be used shall include, but not be limited to, the following:
 - a. Wilderness Hockey Program:
 - i. 180-200 hours of practice time per season between the hours of 8:00 am and 2:45 pm Monday – Friday. Beginning last week of August and ending after the season completion in early May dependent on playoff status.
 - ii. 28 regular season home games between Sept. through early May each year. Wilderness will work in conjunction with the City or its assignee to minimize any scheduling conflicts. Use of Community Room included.
 - iii. Year round use of the training room. Wilderness agrees to maintain and furnish all required training equipment. Scheduling of use of training room by other parties will be done through the Wilderness. Only high school or older aged users are allowed.
 - iv. Wilderness pre-draft camp final main camp between mid-May and Late June of each year. 80-120 players from both the U.S and overseas participate in these camps.
 - v. Dedicated Locker Room for the Wilderness Team and visiting team.
 - vi. Community/Party Room to be used for meeting purposes and key sponsorship personnel during home games.
 - vii. Allowed to sell some food products (Outside BBQ, maybe pizza etc.) during Wilderness games.
 - viii. Allowed to sell alcohol during Wilderness games.
 - b. The facility shall further be made available to the Wilderness for such other programs, at times and dates to be scheduled jointly with the City or its assignee.
6. Combined Use of Facility By Cloquet Area Hockey Association, Wilderness Hockey, Cloquet School District and City. The use of the above-described facility shall be made available during the ice season for the implementation of existing youth hockey programs, school district hockey programs, Wilderness hockey program as well as programs which may be developed. The times and dates thereof shall be scheduled by the City or its assignee.
7. Obligations of the City. The City, or its assignee shall, during the term of this Agreement, provide the following:
 - a. The care and maintenance of the ice in said facility during each calendar year.
 - b. The necessary equipment for the care and maintenance of ice during the calendar year.
 - c. Custodial services for the entire building during the term of this Agreement.
 - d. High Speed Internet meeting the NAHL requirement for Hockey TV broadcast of each game.
 - e. Sound System and PA system kept in good working order.
 - f. Maintenance of the facility and equipment except the equipment described in 5(a)(iii).
 - g. All utilities during the term of this Agreement.
 - h. Insurance on said facility as below set forth.
8. Additional Responsibilities of Wilderness. During games played pursuant to its Wilderness Hockey Schedule, the Wilderness agrees to provide the following:
 - a. Box Workers.
 - b. Clock Operator.
 - c. Official Scorer.
 - d. Announcer.
 - e. Light Show Operator.
 - f. Bartenders.
 - g. Apparel Sales Person.

- h. Ticket Taker.
 - i. Security Personnel.
 - j. Liability insurance coverage for spectators and non-participants. This coverage may be limited to provide protection to the Wilderness against claims or suits arising out of personal injury to any spectator or non-participant in Wilderness games, in an amount not less than \$2,000,000 per occurrence with the City named as an additional insured.
 - k. Liquor license and liquor liability insurance in the minimum amount of \$1,000,000 per occurrence with the City named as an additional insured.
9. Concessions. It is understood by the parties that the concessions within said facility shall, during the terms of this agreement, be operated by the City or its assignee except as provided in 5(a)(vii)(viii).
10. Advertising. Wilderness will continue to manage the advertising media and sponsorships within the facility. This includes but not limited to: dasher boards, ice logos, banners & rink signage.
11. Management of Facility. The facility described herein shall be subject to the supervision of the City or its assignee.
- a. Day-to-day management and control of the facility shall be vested in the City or its assignee
12. Insurance-City. The City agrees that, during the term of this Agreement, it will carry liability insurance with an approved insurance company of the League of Minnesota Cities Insurance Trust (LMCIT) in amounts not less than those specified in Minnesota Statutes, Chapter 466 and casualty insurance with an approved insurance company or LMCIT in such amounts as will cover the replacement value of the facility and related equipment. The Wilderness shall be named an additional insured on the City's liability coverage. The insurance shall not be canceled without consent of the Wilderness and the City. Such insurance shall specifically include the coverage of the structures, contents, and the liquid Freon ice plant, it being the intention of the parties hereto that the payment obligations hereunder shall be contingent upon the continuing availability of ice.
13. Liability and Indemnification. The parties agree that they will, subject to any indemnification provisions provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. To the fullest extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of a party's negligence or a party's failure to perform its obligations under this Lease. The parties agree their indemnity obligation shall survive the completion or termination of this Lease.
14. Limitation of Liability. It is agreed by the parties hereto that the obligations of the City with regard to the described facility shall be limited as set forth herein, and under M.S.A. 466.01 et al, except as may be otherwise agreed upon in writing by the parties hereto.
15. Locker Room. The City or its assignee shall provide appropriate maintenance and adequate locker room space for the Wilderness during the term of this agreement. Damages beyond normal wear and tear caused by the Wilderness shall be repaired by the Wilderness' at it's expense. The "Tobacco Free" Policy shall also be enforced.
16. Assignment. It is mutually agreed that all the terms and conditions of the Agreement shall extend, apply to and bind the successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound, but this provision shall not authorize the assignment or subletting of this Agreement without the written consent of all of the parties hereto.
17. Contractual Review. Prior to the start of the Wilderness season, a joint meeting with the City or its assignee will be conducted to review all areas related to this Agreement.
-

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, set their hands and seals the day and year first above written.

CITY OF CLOQUET

By: _____
Its Mayor

By: _____
Its City Administrator

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, set their hands and seals the day and year first above written.

Minnesota Wilderness

By: _____
Its Owner

By: _____
Its Owner



ADMINISTRATIVE OFFICES

1307 Cloquet Avenue • Cloquet MN 55720
Phone: 218-879-3347 • Fax: 218-879-6555
email: areeves@cloquetmn.gov
www.cloquetmn.gov

REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and City Council
From: Aaron S. Reeves, City Administrator *AR*
Date: January 15, 2019

ITEM DESCRIPTION: Library Construction Grant Update

Proposed Action

Update and discussion on State of Minnesota Library Facilities Grant award.

Background/Overview

The City applied for a State of Minnesota Library Facilities Grant for \$1 million to pay for roughly 50% of the proposed library expansion project costs. The City was awarded \$784,000 with the possibility of additional grant funds being provided if other recipients turn down their awards. The Council needs to discuss if they would like to continue with the project knowing that the City would have to make up the \$216,000 difference in the grant award amount. If the Council decides to keep moving forward with the project staff will work with the State to finalize a grant agreement. Once that is done the City will work with our consultants to prepare project bid documents and ultimately put the project out to bid. During the process the Council will have multiple opportunities to review the project and provide approvals to keep it moving along. The City will not fully commit to the project until the construction bids come in and are at an amount satisfactory to the Council. Please note that the Library Foundation has committed \$275,000 to the project already to cover furniture and fixtures in the expansion. The Foundation has also said they will begin a larger campaign to raise funds for the building if the Council approves moving forward with any money raised lowering the amount the City will need to contribute.

Supporting Documentation Attached

- Library Construction Grant Award Letter
- Proposed Expansion Plans



December 21, 2018

The Honorable Dave Hallback
Mayor of the City of Cloquet
4002 Agate Street
Cloquet, MN 55720
RE: Library Construction Grant Opportunity

Dear Mayor Dave Hallback:

Congratulations! We have selected your application submitted in response to the Library Construction Grant Opportunity for funding contingent upon clarifications and negotiations that will be necessary before executing the award. The grant offer is \$784,000.00.

Library Construction Grants are end grants, meaning that the funds are paid in one lump sum after the project is complete and you submit a final report documenting total project costs, the expenditures and sources of matching funding, and other program requirements described in the application and end grant agreement.

Staff will be contacting you directly to discuss next steps in completing the end grant agreement. If you have any questions related to the process, please contact Emily Kissane, library development specialist, at emily.kissane@state.mn.us or (651) 582-8508.

Deb Rose, grants specialist, will be assisting with preparation of the end grant documentation. Her contact information is debra.rose@state.mn.us or (651) 582-8853. The grants specialist will also be conducting a Pre-Award Risk Assessment, which will require a review of financial documentation and prior grant performance before the execution of the grant documentation. The grants specialist will contact you if she needs any information to conduct that assessment.

Please do not incur any expenditures until the end grant agreement is fully executed. Any expenditure you make prior to the full execution of the end grant agreement will be your sole responsibility to pay.

We look forward to working with you in the future.

Sincerely,

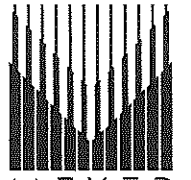
Timothy E. Larson, Grant Specialist Coordinator
timothy.e.larson@state.mn.us or (651) 582-8451

cc: Aaron Reeves
Beth Sorenson
Nancy Klassen
Emily Kissane
Deb Rose

Library Construction Grant Award Letter

CLOQUET PUBLIC LIBRARY ADDITION & RENOVATION





MEYER GROUP
ARCHITECTURE

130 W. Superior St. Suite 410 Duluth, MN 55802
 832 Balkmap St. Suite 212 Superior, WI 54880
 218.727.1355 (phone) 218.727.1358 (fax) 751.302.5599 (phone)
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PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

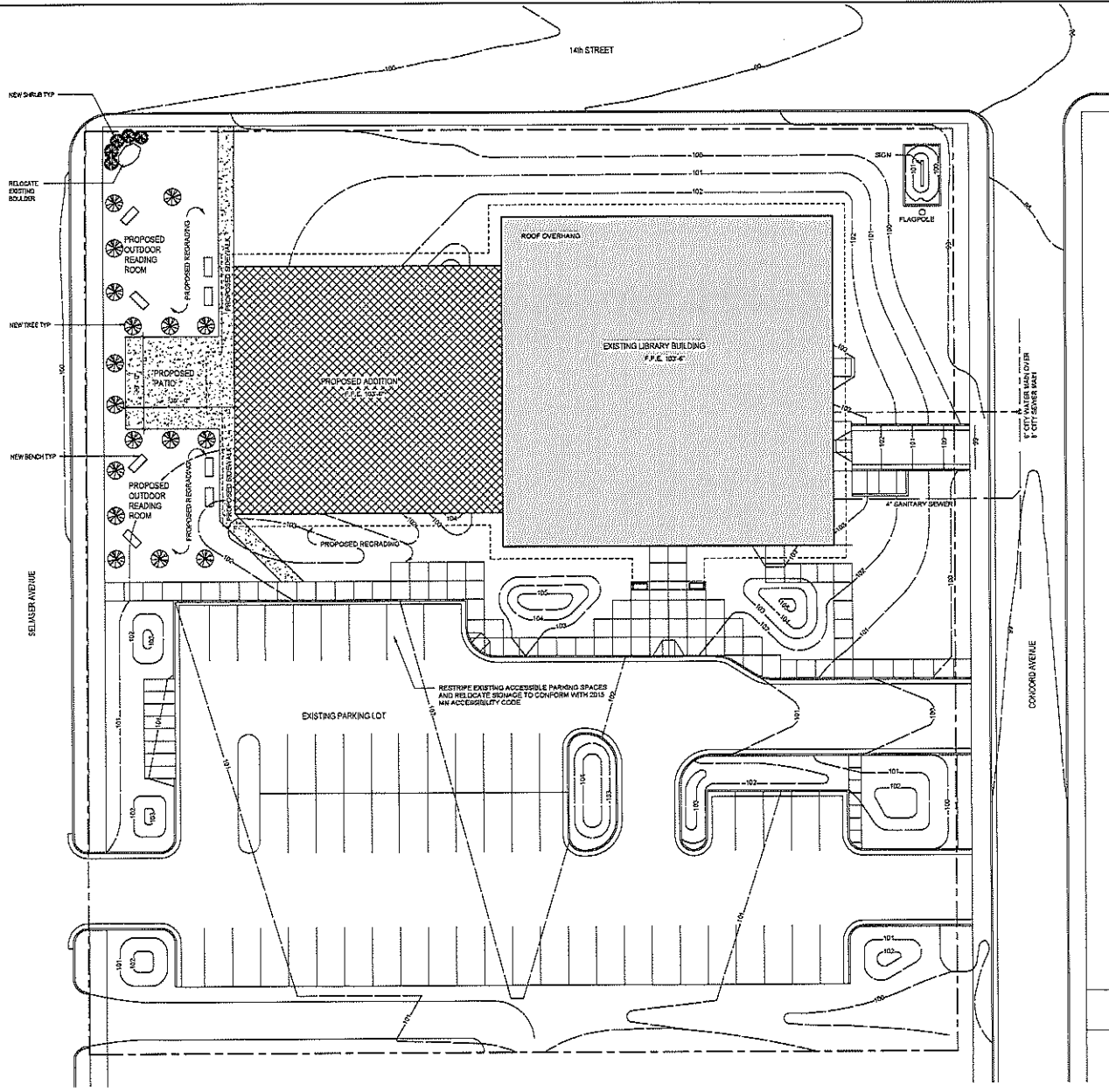
No.	Description	Date

CITY OF CLOQUET

LIBRARY PRE-DESIGN
SITE PLAN

PROJECT NUMBER	18-037
DATE	10/5/18
DRAWN BY	EJS
CHECKED BY	TLM

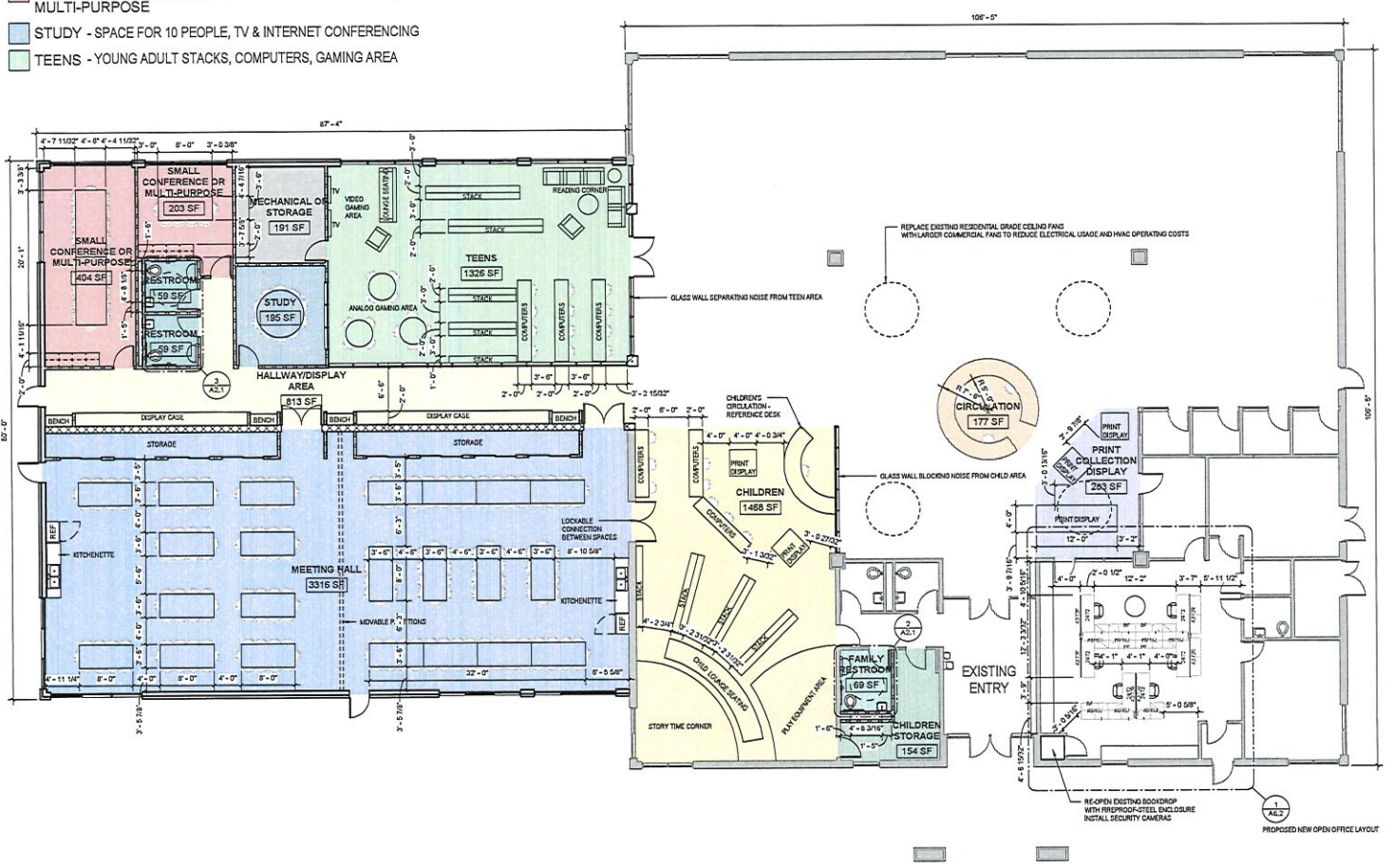
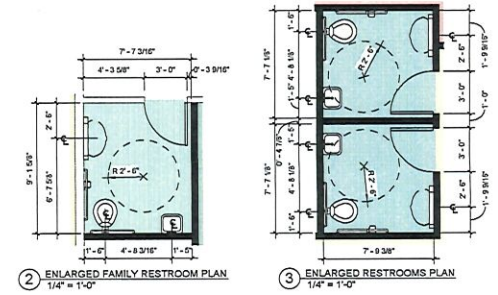
A1.2



1 SITE PLAN - NEW
1/16" = 1'-0"

Room Legend

- CHILDREN - INTERACTIVE CHILD FURNITURE, EDUCATIONAL INSTALLATIONS, FRONT FACING BOOK DISPLAYS
- CHILDREN STORAGE - STORAGE FOR THE CHILDREN'S AREA
- CIRCULATION - MOVE CIRCULATION TO PROMOTE 'LINE OF SIGHT' TO THE ADDITION AND STACKS, INCREASED CONNECTION TO PATRONS WITH CENTRALIZED LOCATION
- FAMILY RESTROOM - BABY CHANGING STATION, CHILD HEIGHT TOILET
- HALLWAY/DISPLAY AREA - BUILT-IN DISPLAY CASE FOR NON-PRINT COLLECTIONS
- MECHANICAL OR STORAGE - USE DETERMINED BY FUTURE MECHANICAL SYSTEM
- MEETING HALL - COMFORTABLY FIT 200 PEOPLE WITH TABLES AND CHAIRS, DIVISIBLE WITH MOVABLE PARTITIONS, KITCHENETTE, TV & INTERNET CONFERRING, BUILT-IN STORAGE
- PRINT COLLECTION DISPLAY - FRONT FACE DISPLAY OF NEW PRINTED MATERIALS, MAGAZINES, AND PERIODICALS
- RESTROOM
- SMALL CONFERENCE OR - SPACES FOR 10 OR 20 PEOPLE, OR FLEX SPACES FOR PROGRAMMING, TV & INTERNET CONFERRING MULTI-PURPOSE
- STUDY - SPACE FOR 10 PEOPLE, TV & INTERNET CONFERRING
- TEENS - YOUNG ADULT STACKS, COMPUTERS, GAMING AREA



MEYER GROUP ARCHITECTURE
 130 W. Superior St. Suite 410 Duluth, MN 55802
 832 Belknap St. Suite 212 Superior, WI 54880
 218.727.1335 (phone) 751.392.5599(phone)
 218.727.1338 (fax) www.meyergroupluth.com

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
No.	Description	Date

CITY OF CLOQUET

LIBRARY PRE-DESIGN PLAN

PROJECT NUMBER	18-037
DATE	10/9/18
DRAWN BY	MRH, EJS
CHECKED BY	TLM

A2.1

S:\CURRENT PROJECTS\2018 Projects\18-037 City of Cloquet Library - Addition & Renovation - Pre-Design - Chiquet, MNDrawings\MODEL\18-037 Pre-Design_OPTION B.rvt

1 OPTION B
 1/8" = 1'-0"



ADMINISTRATIVE OFFICES

1307 Cloquet Avenue • Cloquet MN 55720
Phone: 218-879-3347 • Fax: 218-879-6555
email: areeves@cloquetmn.gov
www.cloquetmn.gov

REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and City Council
From: Aaron S. Reeves, City Administrator *AR*
Date: January 15, 2019

ITEM DESCRIPTION: City Meeting Live Streaming

Proposed Action

Review proposal to live stream City meetings on the City WWW site.

Background/Overview

I have been reviewing numerous options to live stream City meetings on our WWW site to broaden our reach to citizens who may not have a cable subscription. I have attached information on a company that provides this service remotely and requires no City staff involvement in the recording process. In addition, the City needs to update our camera system with the move to the new City Hall so it makes sense to implement this solution at the same time. You can see an example of how the system looks here, <http://shakopeemn.swagit.com/play/10032018-1152> The one time cost of the equipment and install is roughly \$35,000 with the annual ongoing cost of \$15,900/year to stream up to 50 meetings. Having this many meetings available we could not only stream Council meetings but most other meetings as well including Planning Commission and EDA. All costs would be paid from our Cable TV Fund.

Supporting Documentation Attached

- Swagit Information

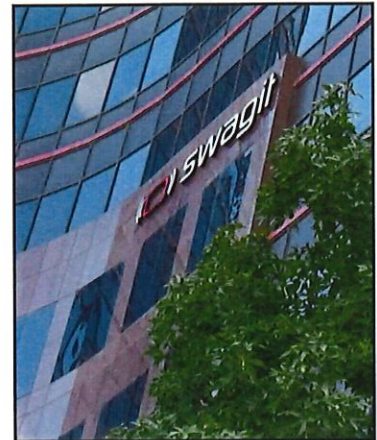
EXECUTIVE SUMMARY

Company History and Information

Swagit Productions, LLC, founded in 2003, is a privately held company headquartered in Dallas, Texas. Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Avior™ HD solutions, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states, school districts, and health providers. In addition, Swagit is a complete video production entity, providing services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. From its beginnings as a company specializing in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all major Agenda/Document Management and Voting Solutions. This lets our clients choose the best Agenda/Voting Solution for their unique needs.



With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computers, smart phones or tablets. Archived meetings are indexed and broken up into clips by agenda item for a superior end-user experience.

Avior™ HD is Swagit's hands-free broadcast solution: a complete package of 3+ HD cameras, professional video switching equipment, and associated components that allows either Swagit's video department to remotely control the cameras or on-site camera control by government staff. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ HD can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and streaming of an event or meeting.

The Swagit network stretches across North America, ensuring fast connect times from the closest point-of-presence (POP) to an end-user's location. Swagit's network is fully redundant, giving clients peace of mind and keeping with the Swagit motto, "Always Connected."

Points of Difference

- Swagit's EASE™ solution is completely **hands-free** and requires no staff time or resources
- Sound Search™ allows residents to search for the spoken word in a meeting which is synced to video
- Swagit's open API allows integrations with agenda management solutions
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty Content and Meetings
- Swagit's unique **hands-free** solutions typically qualify as a sole-source purchase, allowing for quick deployments

OVERVIEW OF PROPOSED SOLUTION

EASE™

Hands-Free Streaming

Swagit's **Extensible Automated Streaming Engine (EASE™)** solution meets all current and future needs for government without creating additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to index, edit, or time-stamp their video content. Each EASE™ package includes on-demand archiving, a 24/7 live stream via internet and PEG, streaming to mobile devices, and up to 120 hours of additional generic specialty content each year. If live streaming is not applicable, clients can upload media via FTP.

Avior™ HD

Broadcast System

Swagit's **Avior™ HD Broadcast System** is a complete package of high-definition PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enables any client to fully outsource the operation and production of a multi-camera broadcast for public meetings. Avior™ also offers video graphics/titles overlay and Real Time Captioning support.

EASE™ HD/SDI Premium Captioning Encoder with SDI CC Encoding Unit

Swagit's **EASE™ HD/SDI Premium Captioning Encoder** is a high definition and/or standard definition (HD-SDI) encoding unit for video plus captioning. The package includes:

- Web-based multi-encoder management and closed captioning support
- Web Based caption GUI
- EASE™ HD-SDI Remote Video Indexing Kit (includes Scheduler)
- HD/SD Encoding/Transcoding Software - server or cloud deployable encoding/transcoding software
- HD/SD Baseband or IP Encode/Transcode single-channel license (enables encoding/transcoding of 1 HD/SD channel)
- SDI CC Encoding Unit (to provide audio captions over IP, for real-time captioning service)

Closed Captioning

Live Automated Transcribing is intelligent assisted real-time speech-to-text automation for captioning. Swagit's **Caption Sync** service works in conjunction with Live Automated Captioning; Swagit cleans up existing transcripts and synchronizes them with meeting video for on-demand viewing.

Social Media eXstream

Social Media eXstream connects meetings and events with live social platforms such as Facebook Live and YouTube Live. Jurisdictions can instantly live-stream local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package.

Sound Search™

Sound Search™ is an innovative product which improves the search for specific content in archived videos. A positive search hit for a spoken word or phrase will take the viewer to the exact location that it was spoken within a meeting video.

Note: Some features listed in this document may be system options or may require equipment not included in the provided pricing proposal.

SERVICE DESCRIPTIONS

EASE™ Streaming Appliance

Video Capture, Encoding, and Streaming

The Extensible Automated Streaming Engine (EASE™) is a software framework consisting of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for your clerks or webmasters.

▪ **Video Capture and Encoding**

EASE™ Streaming Appliance records content according to your broadcast schedule and transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

▪ **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

▪ **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE™ solution integrates with all major Document/Agenda Management solutions.

▪ **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our packages offer unlimited storage.

▪ **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

▪ **Delivery**

In order to deliver on-demand content to end users in a format that is compatible with their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime, Real, and HTML5. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal. With HTML5 streaming, Swagit provides content to mobile devices including iPhones, iPads and Android devices.

▪ **Monitoring**

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ streaming appliances that are deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

▪ **Statistics**

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

▪ **Support**

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble-free operation of our EASE™ streaming appliances, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



Avior™ Hands-Free Broadcast System

HD Video Capture, Encoding, Broadcast, and Streaming System

Built on years of industry experience and developed to address the growing transparency needs of government, Swagit's Avior™ HD Broadcast System is a complete package of HD PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enable any client to fully outsource the operation and production of a multi-camera broadcast for public meetings.

Avior™ HD cameras are installed by Swagit personnel in one or multiple positions within a meeting room. As a meeting is being recorded, Swagit's video department controls the Avior™ system from their Dallas, Texas headquarters — switching between cameras (for views of the podium, presentation slides, and dais), while also directing and controlling those cameras through selective panning, close-ups, and wide shots. The Avior™ HD broadcast-quality robotic cameras are able to tilt and pan through wide angles of motion and can zoom through large ranges.

Avior™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior™ communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Avior™ includes 3+ robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance, with the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition, the cameras can be mounted either "up" or "hanging upside down" for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

Avior™ HD is a remotely operated one-of-a-kind hands-free transparency suite that will save your jurisdiction time and money. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and/or streaming of an event or meeting.

- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Free software updates
- Can be used locally when/if applicable
- Typically Integrates with existing A/V equipment
- Small footprint — equipment is self-contained on its own rack



Avior™ Broadcast System Diagram



Captioning for Compliance

Streaming Video Enhancement



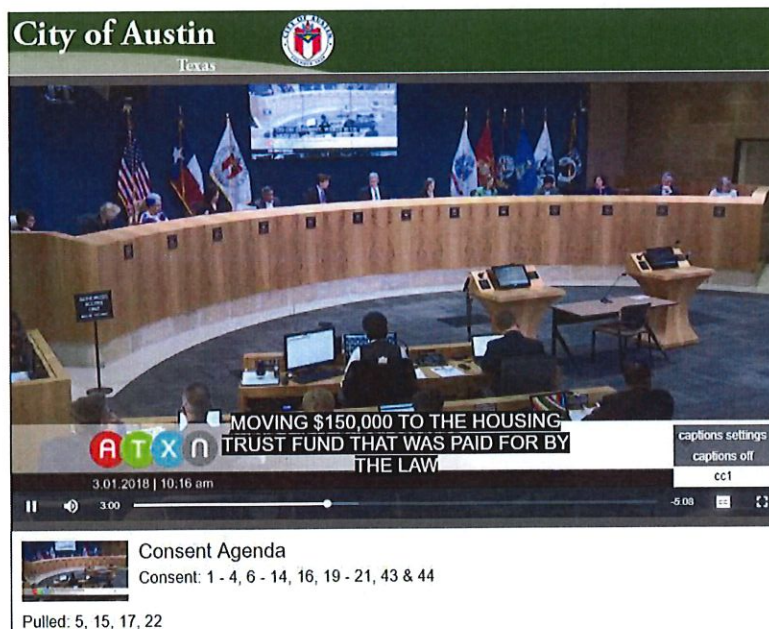
Captioning for streaming media is the method of displaying a text version overlay for the spoken words within a video. It helps viewers who may be deaf or who have reduced hearing.

Federal agencies, contractors and employers should be acutely aware that their live streaming and broadcast events must now be captioned for accessibility, as mandated by recent updates to Section 508 of the Rehabilitation Act, plus changes to state laws that now require accessibility for federally-funded organizations such as colleges, universities, and research facilities. Even when Section 508 doesn't apply, many non-federal websites and their video content must still be accessible under other laws such as Section 504 of the Rehabilitation Act of 1973.

Swagit can help meet your accessibility obligations with captioning for live streaming and broadcast events. Whether for your one-off events or longer-term fixed placements, Swagit can provide hands-free support with compliant turnkey live video services.

FEATURES

- ▶ Meets FCC mandated ADA requirements for closed captioning
- ▶ Hands-free captioning service
- ▶ Live and/or on-demand
- ▶ Multiple captioning options
- ▶ Visible on mobile devices
- ▶ Captioning for TV broadcast
- ▶ Captioning of archival video
- ▶ Dedicated staff to exceed expectations



Captioning Services

Streaming Video Enhancement



Real-Time (Live) Captioning

Swagit can provide real-time captioning for live programming, as well as sync those captions for on-demand usage after the event has come to its completion. Captioning through Swagit can be distributed to both TV and the Web simultaneously, if needed.

- **CaptionLive**

Human Assisted Real-time Transcription (HART); captions are created as an event takes place, utilizing a live transcriber. (Specific captioning appliance required for this service.)

Post-Event (On Demand) Captioning

- **CaptionPM**

Human assisted post-meeting captioning for video on demand, completed and aligned with event video within 4 business days of broadcast.

Additional Captioning Services

- **Speech-to-Text Document**

A basic text file created from spoken words in a meeting audio; does not include non-audio information such as speaker identification or graphic presentations. It is not a word-for-word legal transcript.

- **SwagitSync**

Swagit synchronizes your 3rd-party live captioning transcript with event video for on-demand viewing; completed within 4 business days of broadcast.

Captioning rates are calculated in full hours only, and are based on total length of meeting or event, which includes breaks, closed sessions, and other non-captioned events during that length of time.

Swagit meets FCC mandated ADA requirements for closed captioning.

Specific captioning appliance may be required for these packages and services.

Sound Search™

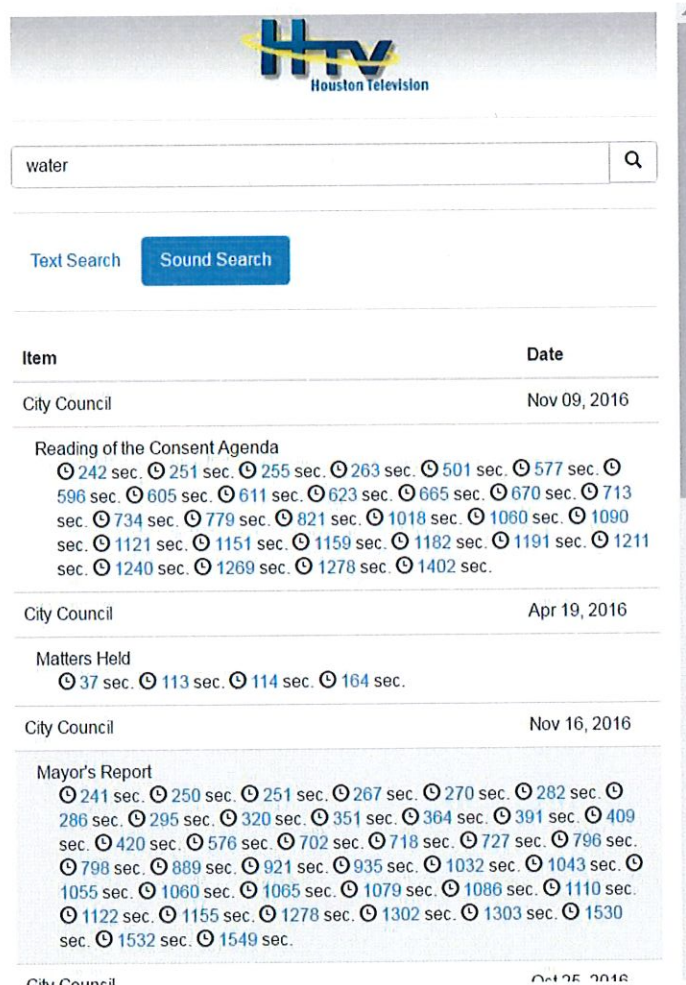
On-Demand Streaming Video Search Enhancement

Swagit’s innovative Sound Search™ dramatically improves the search for specific content in archived videos. A positive search hit for a specific spoken word will take the viewer to the exact location within any meeting that the word or phrase was spoken.

Sound Search™ results are displayed by the date and second mark, and provide a direct “jump-to” link for each instance a searched word or phrase was spoken during meetings. When a search result is selected, the audio/video clip will begin playing several seconds prior to the search result, giving greater context to the result.

Swagit’s focus is on emerging technology and pioneering features like Sound Search™ that enable increased resident engagement.

- ▶ Search results are date- and second-marked
- ▶ Direct “jump-to” link by spoken word
- ▶ Increased resident engagement



Item	Date
City Council	Nov 09, 2016
Reading of the Consent Agenda	
242 sec. 251 sec. 255 sec. 263 sec. 501 sec. 577 sec. 596 sec. 605 sec. 611 sec. 623 sec. 665 sec. 670 sec. 713 sec. 734 sec. 779 sec. 821 sec. 1018 sec. 1060 sec. 1090 sec. 1121 sec. 1151 sec. 1159 sec. 1182 sec. 1191 sec. 1211 sec. 1240 sec. 1269 sec. 1278 sec. 1402 sec.	
City Council	Apr 19, 2016
Matters Held	
37 sec. 113 sec. 114 sec. 164 sec.	
City Council	Nov 16, 2016
Mayor's Report	
241 sec. 250 sec. 251 sec. 267 sec. 270 sec. 282 sec. 286 sec. 295 sec. 320 sec. 351 sec. 364 sec. 391 sec. 409 sec. 420 sec. 576 sec. 702 sec. 718 sec. 727 sec. 796 sec. 798 sec. 889 sec. 921 sec. 935 sec. 1032 sec. 1043 sec. 1055 sec. 1060 sec. 1065 sec. 1079 sec. 1086 sec. 1110 sec. 1122 sec. 1155 sec. 1278 sec. 1302 sec. 1303 sec. 1530 sec. 1532 sec. 1549 sec.	
City Council	Oct 25, 2016

Social Media eXstream

Social Live Video Streaming

Instantly stream live your jurisdiction's local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package. Live streaming is the future growth of social media and has become a part of culture that government can easily use to reach more residents online. Users can watch live broadcasts, whether on a PC or mobile device, in a matter of seconds. Social Media eXstream connects your meetings and events with live social platforms such as Facebook Live and YouTube Live.

- ▶ Live multi-destination streaming
- ▶ Multi-bitrates
- ▶ Affordable and simple
- ▶ Additional resident accessibility to meetings and events
- ▶ Expanded reach and audience growth
- ▶ Increased distribution channels

Streaming to social media live platforms can immediately expand your audience and increase distribution channels. For example, Facebook engages your viewers by sending a notification alert to your followers before the stream begins. Residents can then easily connect, interact and follow your event in real time.



PSA Example: Veterans Day

Implementation & Training

Once Swagit receives two signed original agreements, you'll hear from Swagit's team of deployment experts. We'll also send you a welcome packet, requesting basic information we'll need to complete your installation (such as your meeting schedule, contact info, IP information, and graphics for your video library/video player).

Phase 1 - Hardware Provisioning/Development

- ▶ Hardware ordered (out of stock items may impact delivery)
- ▶ Hardware assembled by Swagit engineers
- ▶ Operating system installed and configured per installation
- ▶ Swagit EASE™ streaming appliance software installed
- ▶ System burn-in testing conducted under fail-test load
- ▶ Hardware sign-off by Swagit
- ▶ Welcome packet information (meeting schedule, IP info, etc.) returned to Swagit

Phase 2 – Web Element Design

- ▶ Video library and player designed by Swagit in consultation with Client
- ▶ Linking instructions provided to Client Webmaster/IT
- ▶ Design sign-off by Client

Phase 3 – Deployment/Implementation

- ▶ Assembled hardware shipped
- ▶ Remote configuration and testing of audio/video feed quality by Swagit
- ▶ Confirmation of correct video library linking and integration with Client's website
- ▶ Installation sign-off by Swagit

Phase 4 - Acceptance Testing

- ▶ Dry run of meeting capture, indexing and encoding process using next available meeting rebroadcast, alternate content or live meeting
- ▶ Final signoff by Client and fulfillment of purchase order

Deliverables

- ▶ Installation checklist
- ▶ Configuration, testing and installation of Swagit EASE™ streaming appliance
- ▶ Secure FTP account for pre-edited digital content
- ▶ Customized video library
- ▶ Customized video player
- ▶ Monthly usage statistics

If your service package includes client-controlled indexing, Swagit will provide remote training to teach your staff how to index meeting videos as well as how to include links to attachments. No additional training is necessary; Swagit's traditional services are hands-free.

Cloquet City Council Work Session
Wednesday, January 2, 2019

 **DRAFT**

Present: W. Carlson, D. Koski, S. Lamb, K. Kolodge, S. Langley, L. Wilkinson, Mayor Maki

Absent: None

Staff: Reeves, Barclay, Hansen, Klassen, Peterson

Review of City Council Values Statement and City Council Handbook

Councilor Wilkinson suggested the Value Statement and Handbook be acknowledged at this first meeting as well as be revisited throughout the year. Information in the handbook will be updated.

Councilor Kolodge questioned whether or not we follow Roberts Rules? Mr. Reeves answered it is up to the Council to decide to follow or not. Council agreed to be flexible.

Acting Mayor

Administrator Reeves explained the role of acting Mayor. Councilor Kolodge agreed to be appointed as Acting Mayor for 2019.

Mr. Reeves reviewed the Boards/Commissions that require Council representation. He also explained some are voting seats and others are liaison. Councilors Lamb and Wilkinson agreed to serve on EDA, Councilor Koski agreed to be the Library Board liaison, Councilor Kolodge will be liaison on the Park's Commission, Councilor Carlson will serve the 3-year term on CAFD and Councilor Lamb will serve as alternate on CAFD. Appointments will officially be made at the January 15th meeting.

CAHA Agreement Update

Mr. Reeves provided history and current agreement status with CAHA. Mr. Reeves explained the previous Council directed staff to put together an agreement that would have the City taking over ownership and maintenance of the arena with CAHA handling the operations. There have been a number of maintenance items identified that need to be dealt with over the coming years. Conversation of what those maintenance needs and expense are. Conversation took place on long term funding, options for green energy, and the city's sales tax legislation being amended in order to use sales tax dollars.

Mr. Reeves discussed operational costs of the building and the revenue it takes in from Wilderness games, the school district, rink time fees, in addition to the hotel and restaurant revenues.

Mr. Reeves stated that CAHA can continue as it is now, but there are big maintenance issues that will require city assistance.

The city is currently working on a contract with the Wilderness and already has a 3 year contract with the school district. If Council approves a contract with CAHA, the budget will be amended to reflect the major capital improvements to the arena.

Mr. Reeves recommends a contract be put into place for the City to take over the arena and Council agrees. An agreement will be on the January 15th Council agenda for approval. Mr. Reeves clarified the agreement will not have an end date and will be reviewed annually. Either party can reopen for negotiation.

Other Discussion

The Library received a \$784,000 grant from the state for the library expansion. Review of the project and cost will take place by the library staff this week. This will be a Work Session agenda item on January 15th.

There being no further business, the meeting adjourned at 6:55 p.m.

Respectfully Submitted,

Aaron Reeves
City Administrator

Council Chambers, Cloquet, Minnesota
7:00 P.M. January 2, 2019

Regular Meeting

 **DRAFT**

OATH OF OFFICE

New Councilors Warren "Bun" Carlson, Dakota Koski, Sheila Lamb, Lara Wilkinson and New Mayor Roger Maki took the Oath of Office for their new terms as City Councilors and Mayor.

Roll Call

Councilors Present: Carlson, Koski, Lamb, Kolodge, Langley, Wilkinson, Mayor Maki

Councilors Absent: None

Pledge of Allegiance

AGENDA

MOTION: Councilor Langley moved and Councilor Wilkinson seconded the motion to approve the January 2, 2019 agenda. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Kolodge moved and Councilor Langley seconded the motion to approve the corrected minutes of the Regular Meeting of December 18, 2018. The motion carried unanimously (7-0).

CONSENT AGENDA

MOTION: Councilor Koski moved and Councilor Langley seconded the motion to remove item *6.i.*, *2019 Official Newspaper* from the Consent Agenda and add to Council Business as item *9.e.* The motion carried unanimously (7-0).

MOTION: Councilor Lamb moved and Councilor Langley seconded the motion to adopt the amended Consent Agenda of January 2, 2019, approving the necessary motions and resolutions. The motion carried unanimously (7-0)

- a. Resolution No. 19-01, A Resolution Authorizing the Payment of Bills and Payroll
- b. Resolution No. 19-02, A Resolution Designating Official Depositories for 2019
- c. 2019 Budgeted Transfers
- d. Resolution No. 19-03, A Resolution Establishing Amending Various Charges and Fees
- e. Approval of Standing Rules of the Council
- f. Planning Commission Reappointments
- g. Park Commission Reappointments and Appointment
- h. Economic Development Authority At-Large Commissioner Seat Appointments

PUBLIC HEARINGS

There were none.

PRESENTATIONS

There were none.

APPOINTMENT OF ACTING MAYOR

MOTION: Councilor Langley moved and Councilor Koski seconded the motion to appoint Councilor Kolodge as Acting Mayor for the 2019 calendar year. The motion carried unanimously (6-0), Councilor Kolodge abstained.

AUTHORIZATION TO BID NEW CITY HALL/POLICE DEPARTMENT RECONSTRUCTION

MOTION: Councilor Kolodge moved and Councilor Wilkinson seconded the motion to approve the advertising for bids for the remodeling of the new City Hall/Police Department building. The motion carried unanimously (7-0).

2019 TOTAL STATION PURCHASE

MOTION: Councilor Langley moved and Councilor Carlson seconded the motion to authorize the purchase of a TS16 Robotic Total Station from Leica Geosystems in the amount of \$23,163. The motion carried unanimously (7-0).

DISPOSAL OF SURPLUS EQUIPMENT

MOTION: Councilor Lamb moved and Councilor Kolodge seconded the motion to authorize the disposal of surplus equipment in accordance with State Statute and sell through the local online auction service Lots 4 Bid. The motion carried unanimously (7-0).

2019 OFFICIAL NEWSPAPER

MOTION: Councilor Koski moved and Councilor Carlson seconded the motion to appoint the Cloquet Pine Journal as the City's official newspaper for the year 2019. The motion carried unanimously (7-0).

PUBLIC COMMENTS

Dan Cyson, 416 Agate Street, addressed the Council in support of the reinstatement of Eric Lipponen to full time.

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

Councilor Wilkinson commented she was pleased to see a large audience tonight showing their support of the new Council. Ms. Wilkinson also requested that the film on Council Chamber doors be removed.

Councilor Lamb thanked the public for their support during elections. Ms. Lamb asked the Councilors to follow her lead in holding monthly or quarterly meetings with residents in their wards to hear questions or concerns. She would like this to become a standard practice.

Mayor Maki voiced his appreciation for the support he has received from the citizens of Cloquet. He will have an office space at the new City Hall and will set up a plan for available hours at the office. Mayor Maki invited those in the audience to join he and his family at the Warming House after tonight's meeting.

On a motion duly carried by a unanimous ye a vote of all members present on roll call, the Council adjourned.

Aaron Reeves, City Administrator



ADMINISTRATIVE OFFICES

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www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Nancy Klassen, Finance Director *(NK)*
Reviewed/Approved by: Aaron Reeves, City Administrator
Date: January 10, 2019

ITEM DESCRIPTION: Payment of Bills

Proposed Action

Staff recommends the Council move to adopt **RESOLUTION NO. 19-04, A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS.**

Background/Overview

Statutory Cities are required to have most claims authorized by the city council.

Policy Objectives

MN State Statute sections 412.271, Claims and disbursements for Statutory Cities.

Financial/Budget/Grant Considerations

See resolution for amounts charged to each individual fund.

Advisory Committee/Commission Action

Not applicable.

Supporting Documents Attached

- a. Resolution Authorizing the Payment of Bills.
- b. Vendor Summary Report.
- c. Department Summary Report.

**CITY OF CLOQUET
COUNTY OF CARLTON
STATE OF MINNESOTA**

RESOLUTION NO. 19-04

A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

WHEREAS, The City has various bills each month that require payment.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the bills be paid and charged to the following funds:

101	General Fund	\$	120,453.37
207	Community Development Operating		1,117.91
220	Tax Increment - Woodward/Daqota		44.00
221	Tax Increment - 14th Street Apartments		11,361.12
222	Tax Increment - Oakwood Estates		26,412.41
223	Tax Increment - Patio Homes		44.00
224	Public Facilities Planning		1,785,870.11
225	Permanent Improvement		22,984.50
226	Park Fund		9,464.33
228	Senior Center		846.39
231	Public Works Reserve		32,880.85
368	Business Park Debt Service		912,863.75
370	Swim Pond Debt Sevice		90,361.25
372	City Sales Tax Debt Service		437,532.50
405	City Sales Tax Capital Projects		6,457.87
600	Water - Lake Superior Waterline		170,779.18
601	Water - In Town System		393,551.38
602	Sewer Fund		7,382.27
605	Stormwater Fund		13,022.49
614	CAT-7		9,549.00
	TOTAL:	\$	<u>4,052,978.68</u>

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 15TH DAY OF JANUARY, 2019.**

ATTEST:

Roger Maki, Mayor

Aaron Reeves, City Administrator

DATE: 01/10/2019
TIME: 11:54:01
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
110950	AARDVARK SEPTIC PUMPING	0.00	712.00
111350	LEXISNEXIS RISK DATA MNGMT INC	0.00	50.00
121000	ARROWHEAD SPRINGS INC	0.00	114.00
121350	ASPEN MILLS	220.29	296.99
122000	A T & T MOBILITY	0.00	382.30
123050	B & B MARKET	0.00	108.00
129800	BUREAU CRIMINAL APPREHENSION	0.00	390.00
135000	CARLTON COUNTY AUDITOR	0.00	2,134.26
137310	CENTURY LINK	1,572.67	75.78
139025	CINTAS	285.03	76.72
140200	CITY OF CLOQUET - PETTY CASH	101.37	639.83
142800	CLOQUET SANITARY SERVICE	99.24	664.25
145300	COMMUNITY PRINTING	188.70	159.50
145500	COMPENSATION CONSULTANTS, LTD	0.00	250.00
148800	CROW GOEBEL VETERINARY CLINIC	0.00	563.50
150100	D A L C O	476.50	256.74
151050	DAKOTA SUPPLY GROUP	0.00	38,240.76
153800	DIGGERS HOTLINE, INC.	0.00	4.80
156400	CITY OF DULUTH COMFORTSYSTEMS	0.00	78.53
159275	E P C ENGINEERING & TESTING	0.00	3,580.00
165375	FERGUSON WATERWORKS #2516	0.00	903.86
167875	FLAHERTY & HOOD, P.A.	0.00	5,135.81
169650	FORUM COMMUNICATIONS COMPANY	222.75	273.65
169955	14TH STREET APARTMENTS	0.00	10,185.41
175200	GOPHER STATE ONE CALL INC	0.00	39.15
175790	GRANICUS, INC.	8,127.00	8,452.50
175950	GRAPHIC TECHNOLOGIES	0.00	328.53
176200	GRAYBAR ELECTRIC COMPANY INC	314.13	3,070.29
180425	HARRIS COMPUTER SYSTEMS	150.00	104.60
180500	HAWKINS INC	1,063.55	3,986.90
197300	KRAEMER CONSTRUCTION INC	0.00	1,000.00
197775	KWIK TRIP INC	0.00	335.72
197800	L & M SUPPLY CO	0.00	746.71
198100	L M C I T	0.00	85,001.00
202300	LEAGUE OF MN CITIES	0.00	774.00
202725	LEICA GEOSYSTEMS INC	0.00	30,740.65
203175	LEXIPOL LLC	0.00	9,142.00
205050	LOFFLER COMPANIES INC	41.43	42.05
206800	MACQUEEN EQUIPMENT INC	0.00	11,849.78
207047	MAGNEY CONSTRUCTION	0.00	374,620.88
212800	MID-STATES ORGANIZED CRIME	0.00	150.00
218400	MN CHIEFS OF POLICE ASSOC	0.00	157.00
219067	MN DEPT OF ADMINISTRATION	0.00	2,140.20
222275	MN PEIP	0.00	38,216.42

DATE: 01/10/2019
TIME: 11:54:01
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
222500	MN POLICE & PEACE OFFICERS	0.00	1,150.00
227100	MORTON SALT	0.00	2,524.09
227515	MOTION INDUSTRIES	0.00	5,785.99
229500	NAPA AUTO PARTS	0.00	656.56
234000	NORTHEAST LAW ENFORCEMENT	0.00	75.00
235800	NORTHLAND AUTO PARTS	0.00	407.04
236100	NORTHLAND CONSTRUCTORS	0.00	22,984.50
238925	OAKWOOD ESTATES LLC	0.00	23,731.57
246425	POLLARDWATER.COM	0.00	102.03
251475	RAILROAD MANAGEMENT CO.	0.00	235.41
258200	RUDY GSSERT YETKA	1,009.75	8,281.25
260300	CITY OF SCANLON	0.00	7.00
262875	SHAMROCK LANDFILL INC	0.00	620.12
266590	SPECSYS, INC	0.00	890.01
268800	STOCK TIRE COMPANY	0.00	1,931.95
271325	NANCY GETCHELL	772.25	144.95
272600	TERMINAL SUPPLY INC	0.00	437.25
278600	TWIN PORT MAILING	2,779.55	647.55
279100	U S BANK EQUIPMENT FINANCE	418.71	142.71
283700	USA BLUEBOOK	0.00	392.80
284875	VERIZON WIRELESS	2,545.34	1,640.10
286900	W L S S D	77,936.00	2,707.20
287900	WAL-MART COMMUNITY	0.00	111.19
R0001284	OFFICE OF MN IT SERVICES	0.00	55.40
R0001706	CAROLE LISTON	0.00	63.75

TOTAL ALL VENDORS: 711,900.49

City of Cloquet
Vendor Summary Report Reconciliation
Invoices Due On/Before 1/15/2019

Total	711,900.49
Less:	
Library	(1,178.00)
Cloquet Area Fire District	(41.35)
Total City Bills	<u>710,681.14</u>
Less:	
Payroll benefits	(38,216.42)
Plus:	
Bond payments & call	1,440,757.50
MCCU Building purchase	1,785,870.11
Credit card/PSN fees	2,325.85
MN Sales Tax	6,535.83
MN Power auto pay	141,700.45
MN Energy auto pay	3,324.22
Total Bills	<u><u>4,052,978.68</u></u>

DATE: 01/10/19
TIME: 11:54:30
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
00			
140200	CITY OF CLOQUET - PETTY CASH	101.37	58.99
222275	MN PEIP		38,216.42
			38,275.41
32	LICENSES & PERMITS		
140200	CITY OF CLOQUET - PETTY CASH	101.37	300.00
260300	CITY OF SCANLON		7.00
286900	W L S S D	77,936.00	2,707.20
	LICENSES & PERMITS		3,014.20
34	CHARGES FOR SERVICES		
142800	CLOQUET SANITARY SERVICE	99.24	145.00
	CHARGES FOR SERVICES		145.00
36	MISCELLANEOUS REVENUE		
169650	FORUM COMMUNICATIONS COMPANY	222.75	-802.60
	MISCELLANEOUS REVENUE		-802.60
39	OTHER FINANCING SOURCES		
169955	14TH STREET APARTMENTS		-1,131.71
238925	OAKWOOD ESTATES LLC		-2,636.84
	OTHER FINANCING SOURCES		-3,768.55
41	GENERAL GOVERNMENT		
135000	CARLTON COUNTY AUDITOR		2,134.26
139025	CINTAS	285.03	29.72
140200	CITY OF CLOQUET - PETTY CASH	101.37	180.70
142800	CLOQUET SANITARY SERVICE	99.24	53.45
145500	COMPENSATION CONSULTANTS, LTD		250.00

DATE: 01/10/19
TIME: 11:54:30
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
41	GENERAL GOVERNMENT		
150100	D A L C O	476.50	72.32
167875	FLAHERTY & HOOD, P.A.		31.25
169650	FORUM COMMUNICATIONS COMPANY	222.75	52.25
180425	HARRIS COMPUTER SYSTEMS	150.00	104.60
197800	L & M SUPPLY CO		42.61
198100	L M C I T		3,336.50
202300	LEAGUE OF MN CITIES		774.00
258200	RUDY GASSERT YETKA	1,009.75	8,281.25
278600	TWIN PORT MAILING	2,779.55	251.83
279100	U S BANK EQUIPMENT FINANCE	418.71	53.51
R0001706	CAROLE LISTON		63.75
	GENERAL GOVERNMENT		15,712.00
42	PUBLIC SAFETY		
111350	LEXISNEXIS RISK DATA MNGMT INC		50.00
121350	ASPEN MILLS	220.29	296.99
122000	A T & T MOBILITY		382.30
129800	BUREAU CRIMINAL APPREHENSION		390.00
139025	CINTAS	285.03	47.00
142800	CLOQUET SANITARY SERVICE	99.24	52.20
148800	CROW GOEBEL VETERINARY CLINIC		563.50
150100	D A L C O	476.50	72.32
167875	FLAHERTY & HOOD, P.A.		4,089.56
197775	KWIK TRIP INC		335.72
197800	L & M SUPPLY CO		115.86
198100	L M C I T		39,870.50
203175	LEXIPOL LLC		9,142.00
212800	MID-STATES ORGANIZED CRIME		150.00
218400	MN CHIEFS OF POLICE ASSOC		157.00
222500	MN POLICE & PEACE OFFICERS		1,150.00
234000	NORTHEAST LAW ENFORCEMENT		75.00
268800	STOCK TIRE COMPANY		1,174.69
271325	NANCY GETCHELL	772.25	144.95
278600	TWIN PORT MAILING	2,779.55	71.95
284875	VERIZON WIRELESS	2,545.34	1,640.10
287900	WAL-MART COMMUNITY		111.19
R0001284	OFFICE OF MN IT SERVICES		55.40
	PUBLIC SAFETY		60,138.23

DATE: 01/10/19
TIME: 11:54:30
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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
43	PUBLIC WORKS		
121000	ARROWHEAD SPRINGS INC		47.75
140200	CITY OF CLOQUET - PETTY CASH	101.37	10.83
142800	CLOQUET SANITARY SERVICE	99.24	55.84
145300	COMMUNITY PRINTING	188.70	79.75
169650	FORUM COMMUNICATIONS COMPANY	222.75	349.00
175200	GOPHER STATE ONE CALL INC		19.57
197800	L & M SUPPLY CO		294.12
198100	L M C I T		21,346.00
205050	LOFFLER COMPANIES INC	41.43	8.41
227100	MORTON SALT		2,524.09
229500	NAPA AUTO PARTS		656.56
272600	TERMINAL SUPPLY INC		437.25
278600	TWIN PORT MAILING	2,779.55	71.95
279100	U S BANK EQUIPMENT FINANCE	418.71	23.79
	PUBLIC WORKS		25,924.91
45	CULTURE AND RECREATION		
142800	CLOQUET SANITARY SERVICE	99.24	279.19
150100	D A L C O	476.50	112.10
198100	L M C I T		3,130.50
	CULTURE AND RECREATION		3,521.79
46	COMMUNITY DEVELOPMENT		
198100	L M C I T		267.50
	COMMUNITY DEVELOPMENT		267.50
COMMUNITY DEV OPERATING (CITY)			
46	COMMUNITY DEVELOPMENT		
140200	CITY OF CLOQUET - PETTY CASH	101.37	5.00
169650	FORUM COMMUNICATIONS COMPANY	222.75	150.00
266590	SPECSYS, INC		890.01
278600	TWIN PORT MAILING	2,779.55	35.98
279100	U S BANK EQUIPMENT FINANCE	418.71	17.84
	COMMUNITY DEVELOPMENT		1,098.83

DATE: 01/10/19
 TIME: 11:54:30
 ID: AP443000.WOW

CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
LIBRARY FUND			
45	CULTURE AND RECREATION		
198100	L M C I T		1,178.00
	CULTURE AND RECREATION		1,178.00
TIF #3-1 - WOODWARD			
70	TAX INCREMENT DISTRICT		
169650	FORUM COMMUNICATIONS COMPANY	222.75	44.00
	TAX INCREMENT DISTRICT		44.00
TIF#2-2 14TH STREET APARTMENTS			
70	TAX INCREMENT DISTRICT		
169650	FORUM COMMUNICATIONS COMPANY	222.75	44.00
169955	14TH STREET APARTMENTS		10,185.41
	TAX INCREMENT DISTRICT		10,229.41
98	--- UNDEFINED CODE --- <i>to be fixed</i>		
169955	14TH STREET APARTMENTS		1,131.71
	--- UNDEFINED CODE ---		1,131.71
TIF #2-1 - OAKWOOD ESTATES			
70	TAX INCREMENT DISTRICT		
169650	FORUM COMMUNICATIONS COMPANY	222.75	44.00
238925	OAKWOOD ESTATES LLC		23,731.57
	TAX INCREMENT DISTRICT		23,775.57
98	--- UNDEFINED CODE --- <i>to be fixed</i>		
238925	OAKWOOD ESTATES LLC		2,636.84
	--- UNDEFINED CODE ---		2,636.84

DATE: 01/10/19
 TIME: 11:54:30
 ID: AP443000.WOW

CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
---	UNDEFINED FUND CODE	---	
70	---	UNDEFINED CODE	---
			<i>} to be fixed</i>
169650	FORUM COMMUNICATIONS COMPANY	222.75	44.00
	---	UNDEFINED CODE	---
			44.00
PERMANENT IMPROVEMENT			
56	CONSTRUCTION & MAINTENANCE		
236100	NORTHLAND CONSTRUCTORS		22,984.50
	CONSTRUCTION & MAINTENANCE		22,984.50
PARK FUND			
34	CHARGES FOR SERVICES		
140200	CITY OF CLOQUET - PETTY CASH	101.37	25.00
	CHARGES FOR SERVICES		25.00
45	CULTURE AND RECREATION		
110950	AARDVARK SEPTIC PUMPING		712.00
123050	B & B MARKET		108.00
175950	GRAPHIC TECHNOLOGIES		328.53
176200	GRAYBAR ELECTRIC COMPANY INC	314.13	192.42
197800	L & M SUPPLY CO		176.47
	CULTURE AND RECREATION		1,517.42
PUBLIC WORKS RESERVE			
42	PUBLIC SAFETY		
219067	MN DEPT OF ADMINISTRATION		2,140.20
	PUBLIC SAFETY		2,140.20
43	PUBLIC WORKS		
202725	LEICA GEOSYSTEMS INC		30,740.65
	PUBLIC WORKS		30,740.65

DATE: 01/10/19
TIME: 11:54:30
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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CITY SALES TAX CAPITAL			
81	SPECIAL PROJECTS		
159275	E P C ENGINEERING & TESTING		3,580.00
176200	GRAYBAR ELECTRIC COMPANY INC	314.13	2,877.87
	SPECIAL PROJECTS		6,457.87
WATER - LAKE SUPERIOR WATERLIN			
50	STATION 1		
137310	CENTURY LINK	1,572.67	75.78
	STATION 1		75.78
51	STATION 2		
121000	ARROWHEAD SPRINGS INC		36.25
151050	DAKOTA SUPPLY GROUP		38,240.76
197300	KRAEMER CONSTRUCTION INC		1,000.00
198100	L M C I T		5,354.00
227515	MOTION INDUSTRIES		5,785.99
283700	USA BLUEBOOK		143.90
	STATION 2		50,560.90
52	LAKE SUPERIOR WATERLINE		
140200	CITY OF CLOQUET - PETTY CASH	101.37	59.31
153800	DIGGERS HOTLINE, INC.		4.80
197800	L & M SUPPLY CO		29.41
198100	L M C I T		1,973.50
251475	RAILROAD MANAGEMENT CO.		235.41
	LAKE SUPERIOR WATERLINE		2,302.43
57	ADMINISTRATION		
156400	CITY OF DULUTH COMFORTSYSTEMS		78.53
198100	L M C I T		99.00
205050	LOFFLER COMPANIES INC	41.43	8.41
	ADMINISTRATION		185.94

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 TIME: 11:54:30
 ID: AP443000.WOW

CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
WATER - IN TOWN SYSTEM			
00			
207047	MAGNEY CONSTRUCTION		-19,716.89
			-19,716.89
49	CLOQUET		
165375	FERGUSON WATERWORKS #2516		903.86
180500	HAWKINS INC	1,063.55	3,986.90
197800	L & M SUPPLY CO		58.82
198100	L M C I T		2,621.00
207047	MAGNEY CONSTRUCTION		394,337.77
246425	POLLARDWATER.COM		102.03
	CLOQUET		402,010.38
54	BILLING & COLLECTION		
198100	L M C I T		223.00
278600	TWIN PORT MAILING	2,779.55	71.95
	BILLING & COLLECTION		294.95
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	99.24	18.61
145300	COMMUNITY PRINTING	188.70	79.75
169650	FORUM COMMUNICATIONS COMPANY	222.75	349.00
175200	GOPHER STATE ONE CALL INC		11.75
198100	L M C I T		201.50
205050	LOFFLER COMPANIES INC	41.43	8.41
278600	TWIN PORT MAILING	2,779.55	71.95
279100	U S BANK EQUIPMENT FINANCE	418.71	23.78
	ADMINISTRATION & GENERAL		764.75
ENTERPRISE FUND - SEWER			
55	SANITARY SEWER		
197800	L & M SUPPLY CO		29.42
198100	L M C I T		4,945.50

DATE: 01/10/19
TIME: 11:54:30
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ENTERPRISE FUND - SEWER			
55	SANITARY SEWER		
262875	SHAMROCK LANDFILL INC		620.12
283700	USA BLUEBOOK		248.90
	SANITARY SEWER		5,843.94
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	99.24	18.61
175200	GOPHER STATE ONE CALL INC		7.83
198100	L M C I T		403.00
205050	LOFFLER COMPANIES INC	41.43	8.41
278600	TWIN PORT MAILING	2,779.55	71.94
279100	U S BANK EQUIPMENT FINANCE	418.71	23.79
	ADMINISTRATION & GENERAL		533.58
STORM WATER UTILITY			
57	ADMINISTRATION & GENERAL		
205050	LOFFLER COMPANIES INC	41.43	8.41
	ADMINISTRATION & GENERAL		8.41
59	OPERATIONS		
206800	MACQUEEN EQUIPMENT INC		11,849.78
235800	NORTHLAND AUTO PARTS		407.04
268800	STOCK TIRE COMPANY		757.26
	OPERATIONS		13,014.08
CABLE TELEVISION			
45	CULTURE AND RECREATION		
121000	ARROWHEAD SPRINGS INC		30.00
167875	FLAHERTY & HOOD, P.A.		1,015.00
175790	GRANICUS, INC.	8,127.00	8,452.50
198100	L M C I T		51.50
	CULTURE AND RECREATION		9,549.00

DATE: 01/10/19
TIME: 11:54:30
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 01/15/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
CLOQUET AREA FIRE DISTRICT 42	PUBLIC SAFETY		
142800	CLOQUET SANITARY SERVICE	99.24	41.35
	PUBLIC SAFETY		41.35
	TOTAL ALL DEPARTMENTS		711,900.49



ADMINISTRATIVE OFFICES

1307 Cloquet Avenue • Cloquet, MN 55720
Phone: 218-879-3347 • Fax: 218-879-6555
email: admin@ci.cloquet.mn.us
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Aaron Reeves, City Administrator *AR*
Date: January 7, 2019

ITEM DESCRIPTION: Council Appointments to Various Boards, Commissions

Proposed Action

The Council is asked to consider Council appointments to the various Boards and Commissions for 2019.

Background/Overview

At its last meeting, the City Council discussed the various Boards and Commissions that City Councilors will serve on for 2019. The Council agreed to finalize appointments at its January 15, 2019 meeting.

Economic Development Authority

- Sheila Lamb
- Lara Wilkinson

Economic Development Authority Partnership

- Roger Maki

Park's Commission Liaison

- Kerry Kolodge

Cloquet Area Fire District

- Bun Carlson
- Sheila Lamb, Alternate

Library Board Liaison

- Dakota Koski

Policy Objectives

City Council members serve as voting members or liaisons on a variety of City Boards and Commissions.

Financial/Budget/Grant Considerations

None.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

None.



DEPARTMENT OF PUBLIC WORKS

1307 Cloquet Avenue; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer - Engineering - Park
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed By: Aaron Reeves, City Administrator *ARR*
Date: January 15, 2019

ITEM DESCRIPTION: Public Works Position Appointments

Proposed Action

Staff recommends the City Council move to approve the probationary appointment of Caleb Maki to the position of Truck Driver/Utility Maintenance Person and Trevor Nummela to the position of Truck Driver/Maintenance Person.

Background

Over the past two months Public Works has experienced reorganization of existing staff due in part to the retirement of our former Street Supervisor. As internal candidates have been considered and promoted thru the organizational structure per normal practice and union contract requirements, we currently have two maintenance level positions which remain vacant. Both positions are full-time entry level maintenance staff in the utility and street divisions respectively.

The positions were advertised publicly and nine applicants were selected to interview. Through the interview process, both applicants performed well and the panel is unanimously recommending the probationary appointment of Caleb Maki to the position of Truck Driver/Utility Maintenance Person and Trevor Nummular to the position of Truck Driver/ Maintenance Person.

Policy Objectives

Keeping a fully staffed department is consistent with the service level directives of the City Council.

The City Council is the hiring authority for the City as determined by City Code and State law. Council must act to appoint applicants to complete the hiring process.

Financial/Budget/Grant Considerations

These positions are fully funded as part of the 2019 operating budget. Based upon the accepted starting wages for the two individuals, staff estimates a saving of at least \$10,000 from the adopted 2019 budget.

Advisory Committee/Commission Action

N/A.

Supporting Documents Attached

N/A.



DEPARTMENT OF PUBLIC WORKS

1307 Cloquet Avenue; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer - Engineering - Park
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: City Council
From: John Anderson, Assistant City Engineer
Reviewed By: Aaron Reeves, City Administrator *AR*
Date: January 15, 2019

ITEM DESCRIPTION: Support of Legislation Limiting Liability for Salt Applicators

Proposed Action

Staff recommends that the City Council move to adopt **RESOLUTION NO. 19-06, A RESOLUTION SUPPORTING STATE LAW THAT PROVIDES LIMITED LIABILITY TO COMMERCIAL SALT APPLICATORS THAT ARE CERTIFIED THROUGH AN ESTABLISHED VOLUNTARY SALT APPLICATOR CERTIFICATION PROGRAM.**

Background/Overview

The City of Cloquet is permitted to discharge stormwater through a permit referred to as the NPDES – MS4 stormwater permit. As part of that permit, the City is required to promote public education as it relates to stormwater and implement practices and policies that reduce discharge of pollution into our surface waters.

One topic that has made its way into this area of both public education and pollution reduction is use of salt as an agent for deicing roads, parking lots, and sidewalks. Cities and other agencies that maintain roadways have been attending training and have adjusted their practices to reduce the amount of road salt used over the course of the snow and ice season, while their private contractor counterparts have not followed suite for fear of lawsuits related to under salting. Resources are available to train contractors in the best practices but unless there is some assurance that private contractors who apply salt according to established best practices will not be targeted in lawsuits, the status quo continues.

A number of Cities and watershed organizations have shared their support for legislation to protect salting contractors from frivolous lawsuits if they have been trained and apply best practices in their application of salt for deicing. The goal is a reduction in salt use and less discharge to surface waters.

Policy Objectives

To comply with the terms of our NPDES – MS4 permit.

Financial/Budget/Grant Considerations

N/A.

To Mayor and Council
Support of Legislation Limiting Liability
For Salt Applicators
January 15, 2019
Page 2

Advisory Committee/Commission Action

N/A.

Supporting Documents Attached

- Resolution No. 19-06
- Chloride Reduction Information Sheet

**CITY OF CLOQUET
COUNTY OF CARLTON
STATE OF MINNESOTA**

RESOLUTION NO. 19-06

**RESOLUTION SUPPORTING STATE LAW THAT PROVIDES LIMITED
LIABILITY TO COMMERCIAL SALT APPLICATORS THAT ARE CERTIFIED
THROUGH AN ESTABLISHED VOLUNTARY SALT APPLICATOR
CERTIFICATION PROGRAM**

WHEREAS, chloride contamination of water resources has been found in urban areas around the State of Minnesota; and

WHEREAS, the Minnesota Pollution Control Agency (MPCA) has listed 39 waterbodies in the Twin Cities metro area as impaired for chloride and has completed Total Maximum Daily Load (TMDL) studies on Nine Mile Creek and Shingle Creek and is currently developing TMDLs for the remaining impaired waterbodies through a metro-wide TMDL study; and

WHEREAS, the TMDL studies have indicated that the largest chloride source to our lakes and streams is through the application of chloride compounds on roads, parking lots, sidewalks and other hard surfaces for winter maintenance practices; and

WHEREAS, liability for property damage or personal injury as a result of snow or ice is one of the main reasons over-salting occurs and many private commercial contractors and property owners are reluctant to implement salt-reduction practices for fear of increased liability; and

AND WHEREAS, the MPCA currently oversees a voluntary Smart Salting Certification Program that provides training to public and commercial salt applicators, private property owners, managers, and others on how to maintain safe surfaces using salt efficiently.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, the City of Cloquet supports passage and enactment of state law that provides a limited liability exemption to commercial salt applicators and property owners using salt applicators who are certified through the established salt applicator certification program who follow best management practices.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15th
DAY OF JANUARY 2019.**

Roger Maki, Mayor

ATTEST:

Aaron Reeves, City Administrator

Minnesota Needs Voluntary Certification with Limited Liability For Commercial Winter Maintenance Applicators to Address the Overuse of Deicers

What are the issues?

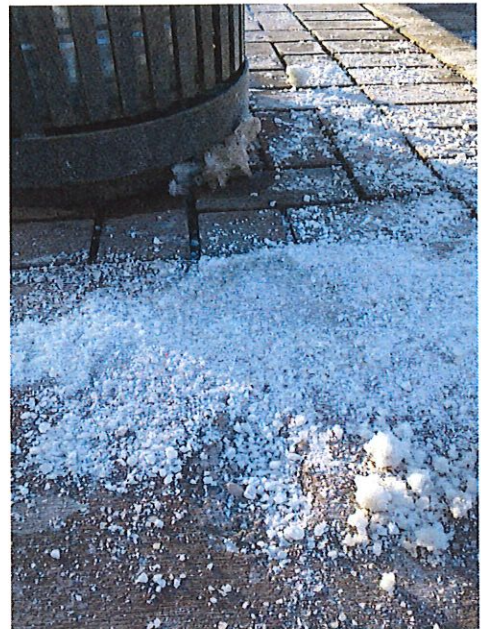
The #1 source of the chloride permanently accumulating in Minnesota's lakes, streams and groundwater is from deicing salts used as wintertime snow and ice management tools.

Known best practices reduce usage while maintaining public safety. Public applicators are reducing, but disincentives for private applicators result in continued over-application and unnecessary damage to lakes, streams, groundwater, and infrastructure.

Why is chloride a problem?



When snow and ice melts, chloride in deicers dissolves in runoff water, traveling to streams, lakes and groundwater. Just one teaspoon of deicer contains enough chloride to pollute five gallons of water. (Fortin) Once in the water, chloride become a permanent pollutant and continues to accumulate over time. There is no cost-effective way to remove it. **Minnesota currently has 50 chloride-impaired water bodies, with 40 additional water bodies close to the limit.** (MPCA).



Environment

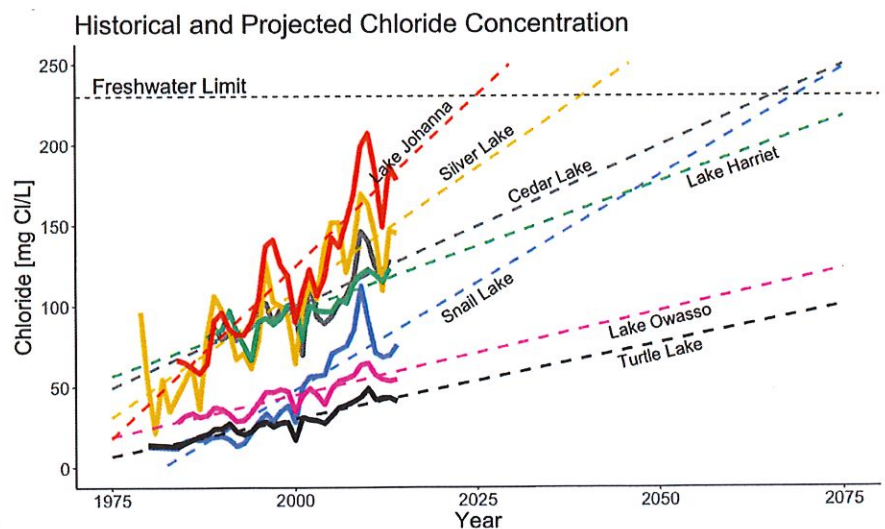
"The more (deicers with) salts we put in our water, the more stressed the ecosystem will be." (Dugan, U of Wisconsin)

- Excessive chloride is toxic to aquatic life, especially native fish and the food chain on which healthy fisheries depend.
- Road salts dissolved in drinking water negatively impact taste and are a potential human health concern due to increased sodium.
- Chloride can hurt pets and wildlife.

Infrastructure Damage

The cumulative damage resulting from the 365,000 tons of deicers applied each winter in Twin Cities Metro Area is estimated between \$290 million to \$1.2 billion annually. (Twin Cities Metro Area Chloride Management Plan)

Chloride accelerates corrosion of metal in vehicles, roads and bridges. It prematurely damages pavement on roads, bridges, garages, sidewalks and building facades and entrances. In the landscape it kills plants and lawns, and alters soil so that future growth is negatively impacted.



Above: The future of five Minnesota lakes if present rate of chloride use continues. Source: Freshwater

Tale of Two Applicators: Public and Commercial

Driven by an interest in reducing expenditures and damage to infrastructure, **public sector applicators**, MnDOT, cities and counties, are taking significant steps to reduce deicer use by using known and effective best practices. Hundreds of public applicators are trained and certified in Minnesota each year. They report reductions of 30% - 60% in deicer use after the first year of training (MPCA). Public applicators have considerable immunity from slip and fall lawsuits.

In contrast, **commercial applicators**, the companies that maintain privately owned parking lots, streets and sidewalks, are often over applying deicers. Only a small percentage of commercial applicators are trained in best practices, but more importantly commercial applicators are under continual pressure from property owners, managers and citizens to apply additional amounts of deicers as protection from slip and fall accidents. Additionally, liability for accidents is shifted to applicators. Trained or not, applicators are put in the position of over applying deicers to please customers and financially protect their businesses.

In the Twin Cities Metro Area 5% to 45% of the 365,00 tons of deicer applied annually is attributed to commercial applicators. Exact percentage varies by watershed (MPCA).

Proposed Legislation

Voluntary Certification + Documentation = Limited Liability Protection

The legislation proposes a voluntary pathway to limited liability through certification in the existing MPCA Smart Salting training program. Commercial applicators with current certification in Level 1 & 2 Smart Salting training that implement best practices and maintain records of their work, would, under this legislation, receive limited liability from slip and fall lawsuits, as would the businesses that hire them.

This approach:

1. Lowers risk of frivolous lawsuits to applicators and property owners.
2. Protects water and property without compromising safety.

A diverse coalition of legislation supporters is listed on page 4.



How Reducing Chloride Would Benefit One Watershed

In Nine Mile Creek Watershed District (NMCWD) commercial applicators as a group are the largest contributors of chloride. **They apply an estimated one-third of the deicer (2,300 tons) in the watershed annually** (NMCWD Chloride Total Max Daily Load Report).

If just half this watershed's commercial applicators became certified and used best practices, in the first year this watershed would see reductions of

- **345 to 690 tons** of deicer,
- **\$270,000-\$2.3 M damage** to parking lots, sidewalks, buildings, landscaping and vehicles.

(Estimates based on 30% to 60% reductions reported by public applicators after Smart Salt Training.)

Furthermore, experience among public sector applicators indicates the number and cost of slip and fall lawsuits would be checked.

FAQ's

1. Can chloride be seen in water?

No. Once dissolved in water chloride becomes an invisible problem. *At right: chloride reappears as water levels recede in Nine Mile Creek.*



2. Why can't we get chloride out of water?

Desalinization requires reverse osmosis, a prohibitively expensive process.

3. What alternatives are there to deicers that contain chloride?

All economically practical and effective deicer options contain chloride. The best alternatives are to shovel, brush and plow more, and apply less deicer.

4. Are deicers the major cause of chloride pollution in lakes?

Yes. Chlorides also come from water softening salts, wastewater plant discharges, fertilizers, manure and dust suppressants statewide.

5. Can chloride really reach drinking water sources?

Yes. In Madison, WI there is a chloride contaminated municipal well with water that has an off-taste.

6. Why doesn't more deicer provide more safety?

There is a point where additional deicer does not yield better results. Trained applicators can discern whether more deicer means more safety or is simply wasteful.

7. How do we know certification reduces deicer use?

Applicators certified in Minnesota's Smart Salting training report reductions of 30-60% in usage in their first year after training (MPCA). Municipalities have documented the cost savings to their public works operations.

8. How will this bill help Minnesota's waters?

It creates an incentive for more commercial applicators to voluntarily take training.

9. Will the costs of training hurt small businesses (applicators)?

They are being hurt now by the continual expense and daily disruption of pressure of 'slip and fall' lawsuits. Applicators and their trade organizations are endorsing this legislation.

10. Do any other states have similar legislation?

Yes, New Hampshire, enacted a voluntary salt applicator certification 2013. Minnesota's proposed legislation has been patterned after New Hampshire. Illinois (2016) and Colorado (2018) passed bills that void contracts that indemnify or hold others harmless for damages, and provide for defense of another party.

11. What is the history of this legislation in Minnesota?

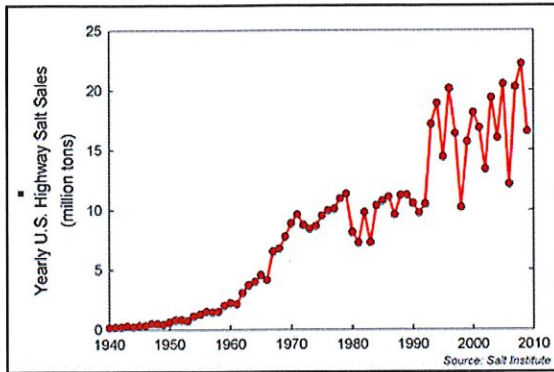
Bills to provide limited liability to commercial applicators were introduced in 2016 and 2017. HF3577/SF3199 passed out of several committees during the 2018 session, but was not enacted.

12. What do other cold weather countries do?

Canada classifies road salt as a toxic/harmful substance. (Environment Canada) Northern European cities and counties avoid granular deicers, instead using brine, plowing, or sand + cleanup (International Federation of Municipal Engineering). Hilary Dugan, University of Wisconsin studied 114 lakes in Sweden where even lakes close to roads have low chloride levels. "There's almost no salt use in general," says Dugan. They drive more slowly. And liability is a very different topic in Scandinavia." (University of Minnesota Technology Exchange June 2018)

Want more information about the Chloride Issue?

The Growing Reality of Too Much Chloride



Cold weather states, including Minnesota, started using road salt in earnest in the 1960's.

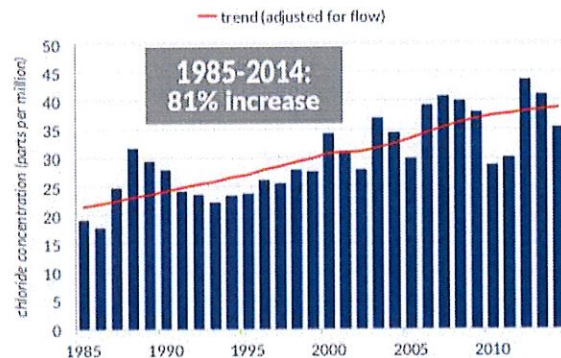
See chart at left.

Monitoring of lakes, streams and groundwater in urban and suburban areas across the state shows rising levels of chloride from five decades of winter salt use. (MPCA)

Where is Minnesota now?

The Twin Cities Metro Area uses the most deicer and has the most documentation of accumulating chloride. Cities, towns and lake regions in outstate Minnesota are not immune, but less data is available.

- One-third of shallow monitoring wells statewide have elevated chloride. (MPCA).
- Three-quarters of chloride applied in the metro area stays in Cities waters. (U of MN)
- Elevated chloride found in
 - 70% percent of lakes with 1% or greater impervious surface within 500 meters of the lake. (Dugan, U of Wisconsin), and
 - in areas with road density of 18% or greater (MPCA)



Source: Metropolitan Council Environmental Services, St. Croix Watershed Research Station

Additional Resources

- Fortin Consulting, Hamel, Mn
- Minnesota Nursery and Landscape Organization
- Minnesota Pollution Control Agency
- Nine Mile Creek Watershed Chloride Total Daily Minimum Load Report (available online)
- Twin Cities Metro Area Chloride Management Plan (available online)

Above: 81% increase chloride in Mississippi River.

Support for This Legislation

Building Owners & Managers Association (BOMA)
Conservation Minnesota
Cities of Edina, Minneapolis, Richfield, and Rosemount
Clean Water Action
Fortin Consulting
Freshwater
Friends of the Mississippi
Minnesota Licensed Beverage Association (MLBA)
Minnesota Nursery and Landscape Association (MNLA)

Minneapolis Regional Chamber of Commerce (MRCC)
Minnesota Superintendents Golf Course Association,
Snow & Ice Management Association (SIMA)
StopOverSalting, and the following watershed districts:
Lower Mississippi River, Minnehaha Creek, Nine Mile Creek,
Ramsey-Washington Metro, Shingle Creek Watershed
District, West Mississippi, Riley Purgatory Bluff Creek



StopOverSalting.org, a volunteer citizen group, produced this document (Nov 2018).
For questions or additional information on sources, contact
stopoversalting@gmail.com



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Aaron Reeves, City Administrator *AR*
Date: January 7, 2019

ITEM DESCRIPTION: Consideration of Appointments to the Planning Commission and CAFD, and Reappointment to the Library Board

Proposed Action

The City Council is asked to discuss the appointment of Philip Demers to the Planning Commission, Jim Langenbrunner and Bob DeCaigny to the Cloquet Area Fire District Board, and reappoint Cassandra Brissett to the Library Board, effective January 16, 2019.

Background/Overview

The Planning Commission currently has 2 vacant seats due to resignations that have not been filled. Mr. Demers is the most recent application received to fill one of the vacancies. His term will expire December 31, 2021.

The Cloquet Area Fire District has 2 vacancies, a one-year and a two-year. Mr. DeCaigny most recently served as an alternate on the CAFD. He has agreed to serve the two-year term. Mr. Langenbrunner has agreed to serve the one-year term.

The Library Board also has 2 vacant seats. Ms. Brissett's term expired on December 31, 2018 after serving one term and would like to continue her service on the Board. Her term will expire December 31, 2021. One seat remains vacant.

The City has been and will continue advertising for interested residents to serve on Boards and Commissions through the Pine Journal Newspaper and the City website.

Policy Objectives

The Council can delegate certain functions to appointed administrative Boards and Commissions. Certain Commissions are established per Minnesota Statutes and others serve at the direction of the City Council. The Planning Commission is established pursuant to Minnesota Statute 462.354 and Section 2.2.01 of City Code.

Financial/Budget/Grant Considerations

None.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Applications

December 2, 2018

Aaron Reeves
City Administrator
City of Cloquet
1307 Cloquet Avenue
Cloquet, MN. 55720

Dear Aaron,

I am interested in serving on the Cloquet Area Fire District Board as a Cloquet representative (currently an alternate). My employment with Sappi and Potlatch for 32 years has given me the opportunity to be involved with fire protection in the mill. My job responsibilities have included emergency preparedness planning, fire response and to serve as the main management contact between the Cloquet Fire Department/CAFD and the paper mill. Considering the variety of management roles in my industry work history over 40 years in both paper and steel, I know what it takes to make an organization function to the best of its ability when funds are limited.

My involvement with the CAFD since 2008 has given me the opportunity to be involved with the development of the District from a grass roots level. The understanding I have developed is an advantage for the District and the City of Cloquet. By keeping me actively engaged with the Board I will be utilized as a valuable resource.

Also consider I am committed to working with the Cloquet Area Fire District Board so we would have an active role in supporting the departments in the performance of their duty. It is in the best interest of the citizens that we strive to continually improve how lives and property are protected.

Be assured that if given the chance to be a member of this Board, I will work diligently and to the best of my ability to make the Fire District successful.

Sincerely,



Bob DeCaigny



Zyr

ADMINISTRATIVE OFFICES

1307 Cloquet Avenue, Cloquet MN 55720
 Phone: 218-879-3347 Fax: 218-879-6555
 www.cloquetmn.gov
 email: kstarnold@cloquetmn.gov

**Application for Appointment to
 Advisory Boards and Commissions**

Name: Bob DeCaigny		Date: 12-2-18
Address		
Email:		
Home Phone:	Work Phone:	Cell Phone:
How long have you lived in Cloquet?	Years/Months: 56/3	Which Ward? 1
What Cloquet community activities have you been involved in? CAFD Board, Planning Commission, Board of Zoning Adjustments and Appeals, Gravel Mining Task Force, School Board, Boy Scouts and numerous church activities.		
Please describe any previous experience you have which is similar to serving on a volunteer Advisory Board/Commission. CAFD Board 2008 - 2014, CAFD Board alternate 2018 - present and fire protection responsibility at Sappi.		
Do you have a preferred Board/Commission that you are interested in serving on?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If yes, fill in the name of Board/Commission: CAFD		
Would you consider an alternate appointment?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, which one?		
Please describe any schedule conflicts with the regular meeting schedules for the Board/Commissions i.e., routine travel, work schedules and the like. None.		
Why do you wish to be on a Board/Commission? When serving previously on the CAFD Board I found it a challenge and a task I enjoyed working to attain an optimal fire services delivery system, be ever vigilant of public safety optimization and minimize costs.		
Please describe any other relevant information you would like us to know. Retired, but consult at Sappi. Schedule tends to be flexible.		

*** Attach Additional Sheets, if necessary ***

THIS INFORMATION WILL BE DISTRIBUTED TO COUNCIL AND IS CLASSIFIED AS PUBLIC DATA



ADMINISTRATIVE OFFICES

1307 Cloquet Avenue, Cloquet MN 55720
Phone: 218-879-3347 Fax: 218-879-6555
www.cloquetmn.gov
email: kstarnold@cloquetmn.gov

1 year

Application for Appointment to
Advisory Boards and Commissions

Name: James Langenbrunner Date: Dec 19, 2018
Address:
Email: james.langenbrunner@holma-1.com
Home Phone: 218- Work Phone: N/A Cell Phone:
How long have you lived in Cloquet? 65 years Years/Months: 37 years Which Ward? 5
What Cloquet community activities have you been involved in?
Coached and was league Director CLOQUET Girls Youth Softball, 1989-1992
Please describe any previous experience you have which is similar to serving on a volunteer Advisory Board/Commission.
Worked with CLOQUET Civil Service Commission (Fire) from 1986 until it was voted out by City Council Action, IAFF-City Contract Negotiations
Do you have a preferred Board/Commission that you are interested in serving on? Yes [X] No []
If yes, fill in the name of Board/Commission:
CLOQUET Area Fire District BOARD
Would you consider an alternate appointment? Yes [] No [X]
If yes, which one?
Please describe any schedule conflicts with the regular meeting schedules for the Board/Commissions i.e., routine travel, work schedules and the like.
NONE
Why do you wish to be on a Board/Commission?
To ensure the citizens are represented and receive the service they pay for.
Please describe any other relevant information you would like us to know.
I have earned a BA degree with a Fire Science curriculum as part of the degree requirements I served as a Fire Chief for the City and the Fire District I believe was consolidated regional approved to EMS+ Fire

THIS INFORMATION WILL BE DISTRIBUTED TO COUNCIL AND IS CLASSIFIED AS PUBLIC DATA



appnt 1/15

Rec'd 1/2/19

ADMINISTRATIVE OFFICES

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Phone: 218-879-3347 Fax: 218-879-6555
www.cloquetmn.gov
email: kstarnold@cloquetmn.gov

Application for Appointment to
Advisory Boards and Commissions

Name: Philip DEMERS Date: 1-3-19
Address:
Email:
Home Phone: Work Phone: N/A Cell Phone:
How long have you lived in Cloquet? 8 YEARS Years/Months: 8 yrs 2 months Which Ward?
What Cloquet community activities have you been involved in?
Cloquet Boy Scout Troop 168 AS Committee member/Treasurer
Please describe any previous experience you have which is similar to serving on a volunteer Advisory Board/Commission.
A member of the Advisory Board for FAIRBANKS Resource Agency, FAIRBANKS, ALASKA
This organization provides support services for children, adults and seniors with disabilities in interior Alaska
Do you have a preferred Board/Commission that you are interested in serving on? Yes [X] No []
If yes, fill in the name of Board/Commission:
Parks Commission
Would you consider an alternate appointment? Yes [X] No []
If yes, which one?
PARKS Commission
Please describe any schedule conflicts with the regular meeting schedules for the Board/Commissions i.e., routine travel, work schedules and the like.
None
Why do you wish to be on a Board/Commission?
I have previously volunteered for many organizations and feel I need to contribute more to my community. I met Roger Maki when he was campaigning for city Mayor, and volunteered to help him with his efforts to be elected. I wanted to offer my help after he was elected.
Please describe any other relevant information you would like us to know.
I have volunteered for different organizations throughout my life. I was training administrator for Toastmasters International and also vice president, I was sergeant at arms for the Lions Club, I was chaplain & president of the Eagles Club. I assisted in producing 3 local beauty pageants, I held positions of Asst Scoutmaster and District Commissioner for Boy Scouts. I was a volunteer radio programmer for Armed Forces Radio

*** Attach Additional Sheets, if necessary ***

THIS INFORMATION WILL BE DISTRIBUTED TO COUNCIL AND IS CLASSIFIED AS PUBLIC DATA

appoint '18



ADMINISTRATIVE OFFICES

1307 Cloquet Avenue, Cloquet MN 55720
Phone: 218-879-3347 Fax: 218-879-6555
www.cloquetmn.gov
email: kstarnold@cloquetmn.gov

Application for Appointment to
Advisory Boards and Commissions

Name: Cassandra Brissett		Date: December 14, 2018	
Address			
Email:			
Home Phone:	Work Phone:	Cell Phone:	
How long have you lived in Cloquet?	Years/Months: 11 years	Which Ward?	
What Cloquet community activities have you been involved in? Current library board member. I have also served on the Carlton County Historical Society Board.			
Please describe any previous experience you have which is similar to serving on a volunteer Advisory Board/Commission. Current library board member. I have also served on the Carlton County Historical Society Board.			
Do you have a preferred Board/Commission that you are interested in serving on?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If yes, fill in the name of Board/Commission: Library			
Would you consider an alternate appointment?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If yes, which one?			
Please describe any schedule conflicts with the regular meeting schedules for the Board/Commissions i.e., routine travel, work schedules and the like. None			
Why do you wish to be on a Board/Commission? Current board member and would like to continue.			
Please describe any other relevant information you would like us to know.			

*** Attach Additional Sheets, if necessary ***

THIS INFORMATION WILL BE DISTRIBUTED TO COUNCIL AND IS CLASSIFIED AS PUBLIC DATA



COMMUNITY DEVELOPMENT DEPARTMENT
1307 Cloquet Avenue • Cloquet MN 55720
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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Al Cottingham, City Planner/Zoning Administrator
Reviewed/Approved By: Aaron Reeves, City Administrator *AR*
Date: January 9, 2019

ITEM DESCRIPTION: Zoning Case 19-01: Conditional Use Permit – Ryan & Zach, LLC,
Apartments in the HC - Historic Commercial District

Proposed Action

The Planning Commission recommends the City Council move to adopt **RESOLUTION NO. 19-07, A RESOLUTION APPROVING THE CONDITIONAL USE PERMIT FOR RYAN & ZACH, LLC FOR APARTMENTS IN THE HC - HISTORIC COMMERCIAL DISTRICT.**

Background/Overview

Ryan & Zach, LLC is proposing a Conditional Use Permit to allow two additional apartments within their commercial property. The property involved is located at 120 Avenue C. Ryan & Zach, LLC would like to add two apartments to the main floor of their building to make a total of four apartments rather than the existing two.

A public hearing was held on Tuesday, January 8, 2019 to consider a conditional use permit for two additional apartments in the Historic Commercial District. A legal notice was published in the Pine Journal on December 27, 2018 and property owners within 350 feet were sent notices of the public hearing.

Policy Objectives

The Zoning Ordinance states Conditional Use Permits may be granted when they comply with the following approval criteria: *(Staff comments in italic)*

- 1. Consistency with the Comprehensive Plan. The relationship of the proposed use to the goals, objectives, and policies of the City of Cloquet Comprehensive Plan.** *The proposed site is guided as City Center. For the purposes of the Comprehensive Plan, it does reference housing (particularly housing above commercial uses) is also a desirable use in the city center. This structure has two stories.*
- 2. Compatibility. The compatibility of the proposed use with existing development within three hundred (300) feet of the proposed use and within five hundred (500) feet along the same street and development anticipated in the foreseeable future within the neighborhood and conditions that would make the use more compatible.** *The property surrounding this site is primarily commercial with some apartments located on upper floors.*

3. Importance of services to the community. *The importance of the services provided by the proposed facility to the community, if any, and the requirements of the facility for certain locations, if any, and without undue inconvenience to the developer, and the availability of alternative locations equally suitable. There is a need for rental housing within the community.*

4. Neighborhood protections. *The sufficiency of terms and conditions proposed to protect and maintain the uses in the surrounding neighborhood. The site is currently occupied by a commercial building and two apartments. They are not proposing any changes in the access to the site or the site layout. Parking and access will continue to come in off Avenue D.*

5. Conformance with other requirements of this Chapter. *The conformance of the proposed development with all provisions of this Chapter. The proposed location meets all the requirements of the Zoning Ordinance. They will be creating off-street parking for 8 vehicles to the south of the building and there will be no expansions to the building.*

6. Other factors. *Other factors pertinent to the proposed use, site conditions, or surrounding area considerations that the Planning Commission or the City Council feels are necessary for review in order to make an informed and just decision.*

Financial/Budget/Grant Considerations

The Conditional Use Permit fee is \$400. The applicant has paid this fee to cover the cost associated with the application process.

Advisory Committee/Commission Action

The Planning Commission discussed the proposal and the need for a variance in order to have four apartments on the site rather than three because of the density of the development. They felt rather than hold up the process or require a second conditional use permit submittal they would handle this issue as a condition of approval.

The Planning Commission has recommended approval of the Conditional Use Permit subject to the conditions in the attached resolution on a 5-0 vote.

Supporting Documentation Attached

- Resolution No. 19-07
- Location Map
- Aerial Photo

**CITY OF CLOQUET
COUNTY OF CARLTON
STATE OF MINNESOTA**

RESOLUTION NO. 19-07

**A RESOLUTION APPROVING THE CONDITIONAL USE PERMIT
FOR RYAN & ZACH, LLC FOR TWO ADDITIONAL APARTMENTS FOR A
TOTAL OF FOUR IN THE HC – HISTORIC COMMERCIAL DISTRICT**

WHEREAS, Ryan & Zach, LLC is proposing a Conditional Use Permit for two additional apartments, for a total of four apartments in the HC – Historic Commercial District; and

WHEREAS, As required by ordinance, notification was advertised in the Pine Journal and property owners within 350 feet were sent notice. A public hearing was held to consider the application at the regular meeting of the Cloquet Planning Commission on January 8, 2019 at which time Zoning Case / Development Review No. 19-01 was heard and discussed; and

WHEREAS, the property of the proposed Conditional Use Permit is located 120 Avenue C and is legally described as follows:

The West ½ of Lot 10 and the West 40 feet of Lot 5, Block 40, City of Cloquet Original Plat, Carlton County, Minnesota. and

WHEREAS, the Planning Commission reviewed the staff report and recommends approval of the Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, that it approves Zoning Case 19-01 for Ryan & Zach, LLC for an additional two apartments, for a total of four apartments in the HC – Historic Commercial District subject to the following conditions:

1. A Building Permit be issued prior to beginning any work.
2. A Variance must be approved prior to the construction of a 4th unit. If a Variance is not approved, then only 3 apartment units are approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15TH DAY OF JANUARY 2019.

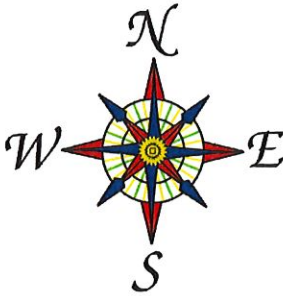
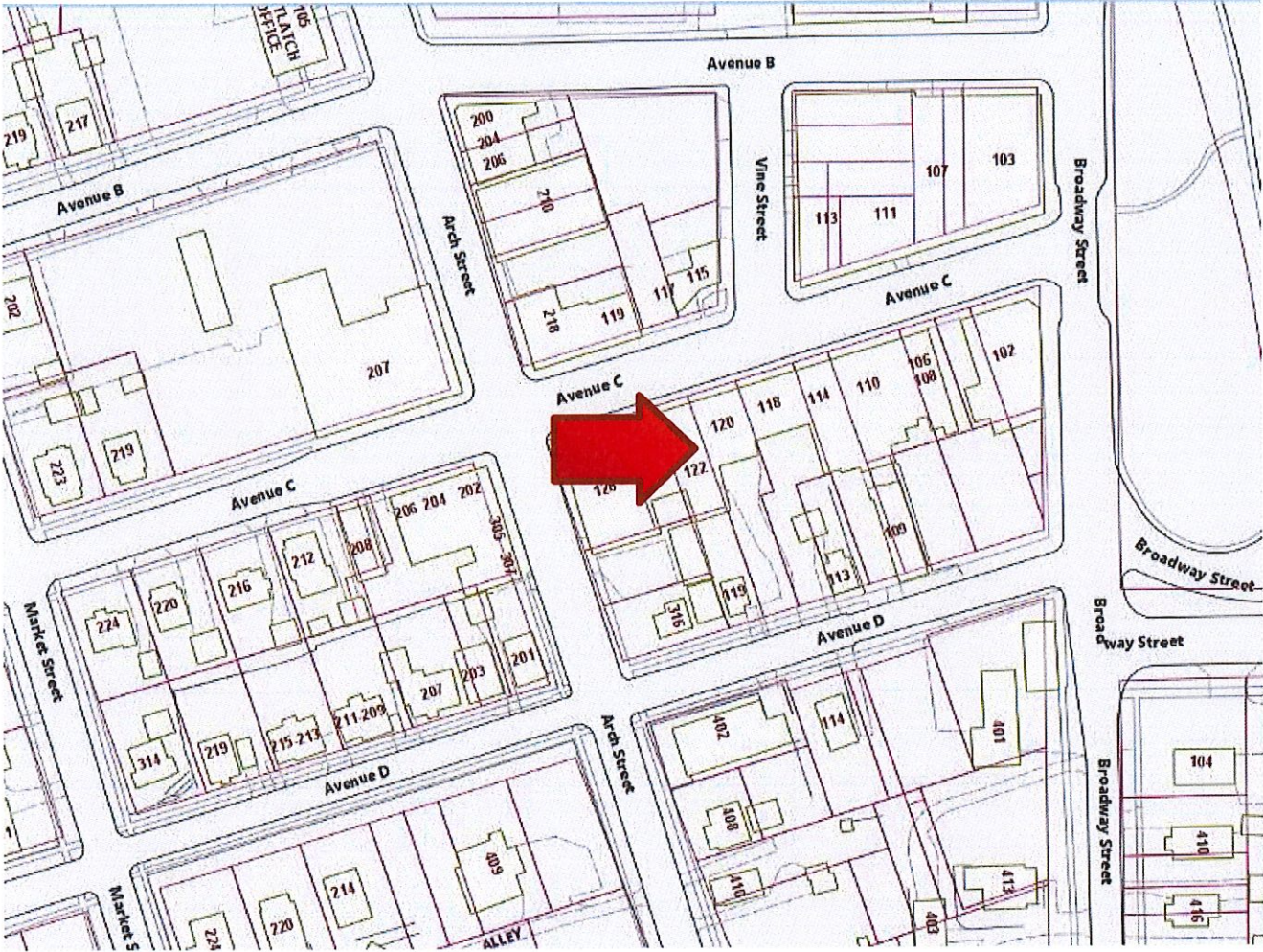
Roger Maki, Mayor

ATTEST:

Aaron Reeves, City Administrator

Location Map

Ryan & Zach LLC



No Scale



EXISTING 2 STORY BUILDING

- 2 EXISTING APARTMENTS ON SECOND FLOOR
- 2 NEW APARTMENTS ON FIRST FLOOR

ZEZULKA APARTMENT BUILDING
120 AVENUE C
CLOQUET, MN

12-4-18





CLOQUET POLICE DEPARTMENT

JEFFREY PALMER
Chief of Police

508 CLOQUET AVENUE
CLOQUET, MINNESOTA 55720-1799
records@cloquetmn.gov

Phone 218-879-1247
Fax 218-879-1190

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Jeffrey D. Palmer, Chief of Police
Reviewed by: Aaron Reeves, City Administrator
Date: January 10, 2019

ITEM DESCRIPTION: Purchase of New Duty Handguns

Proposed Action

Staff recommends the City Council move to approve the purchase of 26 H&K VP9 duty handguns to replace our current Glock duty handguns.

Background/Overview

The Cloquet Police Department's current duty handguns are the Glock 23 Gen 4 (.40 caliber) and the Glock 22 Gen 4 (.40 caliber) that were purchased in 2010. The average service life for a department issued handgun is approximately 10 years. Knowing that the duty handguns were at the end of their service life, Sgt. Adam Reed began looking for possible replacements.

Sgt. Reed decided to change from our current .40 caliber to the 9mm. The 9mm is already an established law enforcement caliber and recent advances in ammunition technology has created a shift with many agencies going away from the .40 caliber. The .40 caliber round that we currently issue has a substantial recoil when fired, which can impact officers' accuracy. The 9mm round recoil is substantially less than the .40 caliber recoil, which will improve officer accuracy.

Sgt. Reed was able to procure three different handguns for officers to shoot; Glock 19, FN 509, and the H&K VP9. Sgt. Reed compared the targets after officers shot and overwhelmingly, the H&K VP9 had the best results.

After looking at officer performance and listening to officer feedback, Sgt. Reed recommends purchasing the H&K VP9 handgun to replace our Glock 23 Gen 4 and Glock 22 Gen 4 handguns.

Policy Objectives

The officers' duty handgun is one of the most important tools they carry. Handguns need to be replaced when they are at the end of their service life to ensure that the handguns the officers carry are dependable and do not malfunction. It is very important that the officer feels comfortable, confident, and is accurate with the duty handgun they carry. Sgt. Reed took all of that into account when recommending the H&K VP9. Sgt. Reed reached out to several vendors and recommended Dead On Arms, which is a local firearms dealer and indoor range. We have purchased firearms from Dead On Arms in the past and currently use their indoor range.

To Mayor and Council
Fire Arms Purchase
January 10, 2019
Page 2

Financial/Budget/Grant Considerations

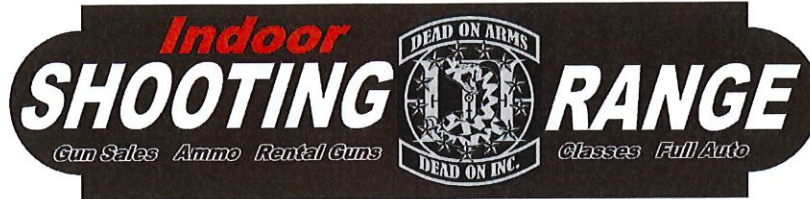
There should be minimal financial impact. The Council approved \$17,500 in the 2019 budget for the purchase of 26 new duty handguns.

Advisory Committee/Commission Action

None

Supporting Documentation Attached

- Dead On Arms Quote



December 6, 2018

Cloquet Police Department
Attn: Adam Reed
508 Cloquet Ave
Cloquet MN 55720

RE: Purchase Order

Dear Mr. Reed:

The Cloquet Police Department agrees to purchase the following from Dead On Arms, Inc:

21 H&K VP9 LE Model HK700009LEA5 with 21 extra magazines. Five HK 700009KLEA5 and five extra VP9SK Extended magazines. Total for 26 firearms and Magazines is \$17,277.44

Breakdown per item:

1. H&K VP9 LE Model HK700009LEA5:	\$639.95
extra VP9 (Pmag) Magazines:	\$18.99
VP9LE with extra magazine Total:	\$658.94
2. H&K VP9SK LE Model HK700009KLEA5:	\$639.95
Extra VP9SK extended magazine:	\$47.99
VP9LESk with extra extended magazine Total:	\$687.94

Payment is due on or before 1/20/19. If agreement is cancelled by Purchaser, purchaser is subject to restocking fees up to 30%.

Purchaser Signature and Title

(Printed Name)

Seller Signature and Title

(Printed Name)



CLOQUET POLICE DEPARTMENT

Jeffrey D. Palmer
Chief of Police

508 CLOQUET AVENUE
CLOQUET, MINNESOTA 55720-1799
records@ci.cloquet.mn.us

Phone 218-879-1247
Fax 218-879-1190

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Jeffrey D. Palmer, Chief of Police
Reviewed by: Aaron Reeves, City Administrator
Date: January 9, 2019

ITEM DESCRIPTION: Acceptance of Monetary K9 Donation

Proposed Action

Staff recommends the acceptance of a \$200.00 donation to be applied towards our K9 unit.

Background/Overview

The police department currently has two narcotics detection K9s, one assigned to the Detective Division and the second assigned to the Patrol Division. Our department recently added the second K9 which is assigned to the Patrol Division. Our K9 units assist in our efforts to battle the current drug epidemic our community is facing.

We have received an unsolicited donation of \$200.00 to help with the expansion of our K9 program.

Policy Objectives

The acceptance of the donation will help with costs associated with the expansion of our K9 program.

Essential Functions of the Job

N/A

Financial/Budget/Grant Considerations

This donation will offset the cost of associated with the expansion of our K9 program.

Advisory Committee/Commission Action

None

Supporting Documentation Attached

- Copy of donation check

ERNEST H STRANDBERG

75-7345/2919

6365

CLOQUET, MIN DD/YY

DATE 1/8/19

PAY TO
THE ORDER OF

CPD K-9 Unit

\$ 20000

Two hundred + 00/100

DOLLARS



Security Features
Included
Details on back.

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 **MEMBERS**
COOPERATIVE CREDIT UNION
218-625-8500 • 1-800-298-8871
www.membersccu.org

MEMO *Memorial Florence Strandberg*

E Strandberg

⑆ 29 19 73454 ⑆ 000000 749690 ⑆ 06365

SPECIALTY UNIT



ADMINISTRATIVE OFFICES

1307 Cloquet Avenue • Cloquet, MN 55720
Phone: 218-879-3347 • Fax: 218-879-6555
email: admin@ci.cloquet.mn.us
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Aaron Reeves, City Administrator *AR*
Date: January 8, 2019

ITEM DESCRIPTION: Approval of Raffle Permit

Proposed Action

Staff recommends that the City Council move to adopt **RESOLUTION NO. 19-05, A RESOLUTION APPROVING EXEMPT PERMIT TO CONDUCT A RAFFLE EVENT AT KNIGHTS OF COLUMBUS.**

Background/Overview

The City has received an application from Knights of Columbus Council 5132 for a raffle event to be held on April 28, 2019 at Knights of Columbus Hall, 208 Avenue C.

Policy Objectives

Approval of application by local community is required under MN Statutes.

Financial/Budget/Grant Considerations

There is no cost to the City regarding the approval of the application nor does the City retain any fees for its consideration.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Resolution 19-05
- LG220 Application for Exempt Permit

**CITY OF CLOQUET
COUNTY OF CARLTON
STATE OF MINNESOTA**

RESOLUTION NO. 19-05

**A RESOLUTION APPROVING EXEMPT PERMIT
TO CONDUCT A RAFFLE EVENT
AT KNIGHTS OF COLUMBUS COUNCIL 5132**

WHEREAS, The City of Cloquet received an application from Knights of Columbus Council 5132, 208 Avenue C, for an Exempt Permit to conduct a raffle event on April 28, 2019 at Knights of Columbus Hall, 208 Avenue C.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City Council has reviewed the application of Knights of Columbus Council 5132 for an Exempt Permit to conduct a raffle event on April 28, 2019 at Knights of Columbus Hall, 208 Avenue C, and has no objection to the Minnesota Gambling Control Board's issuance of such permit.

BE IT FURTHER RESOLVED, That the Cloquet City Council hereby waives the normally required thirty day waiting period for the issuance of said permit.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15TH DAY OF JANUARY 2019.

Roger Maki, Mayor

ATTEST:

Aaron Reeves, City Administrator

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Knights of Columbus Council 5132 Previous Gambling Permit Number: X-04207

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 30-0591121

Mailing Address: 208 Avenue C

City: Cloquet State: MN Zip: 55720 County: Carlton

Name of Chief Executive Officer (CEO): Daniel A Wappes

CEO Daytime Phone: 218-451-0066 CEO Email: ldwappes@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): marciulionis@hotmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Knights of Columbus Hall

Physical Address (do not use P.O. box): 208 Avenue C

Check one:

City: Cloquet Zip: 55720 County: Carlton

Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): April 28, 2019

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Daniel A. Wappes* Date: 1-3-19

(Signature must be CEO's signature; designee may not sign)

Print Name: Daniel A. Wappes

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.



TREASURY DEPARTMENT
WASHINGTON

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

ADDRESS ONLY TO
COMMISSIONER OF INTERNAL REVENUE
AND REPLY TO

OCT 25 1940

IT:2:11
ME

Knights of Columbus,
c/o Mr. Luke E. Hart,
Supreme Advocate,
LaSalle Building,
St. Louis, Missouri.

Sirs:

Reference is made to the information submitted by you for use in determining your status and the status of your local subordinate councils for Federal income and employment tax purposes.

It is the opinion of this office, based upon the evidence presented, that you and your subordinate councils listed in the "Directory of Councils and Officers, 1939-40" are exempt from Federal income tax under the provisions of section 101(3) of the Internal Revenue Code and the corresponding provisions of prior revenue acts.

Accordingly, you and your subordinate councils will not be required to file returns of income unless there is a change in the character of your organization, the purposes for which you were organized or your method of operation, or that of your subordinate councils. Any such changes should be immediately reported by you to this Bureau in order that the effect of such changes upon the present exempt status may be determined. You should furnish the Bureau annually, on the calendar year basis, lists in quadruplicate showing the names and addresses of any councils which were chartered during the calendar year and the names and addresses of any councils which for any reason ceased to exist. Such annual lists should be accompanied by a statement, sworn to by one of your principal officers, as to whether or not the information heretofore submitted by you and on which this ruling is based, is applicable in all respects to the new councils appearing on the lists, and should be forwarded so as to reach this office not later than February 15 of the following year.

The exemption evidenced by this letter relates specifically to Federal income tax, but since any organization which is exempt from such tax under the provisions of section 101 of the Internal

- 2 -

Knights of Columbus,
St. Louis, Missouri.

Revenue Code also is entitled to exemption from the capital stock tax pursuant to the express provisions of section 1201(a)(1) of the Internal Revenue Code, you and your subordinate councils will not be required to file capital stock tax returns for future years so long as the exemption from income tax is effective.

The determination of the status of your organization and subordinate councils for Federal employment tax purposes will be made the subject of a separate communication.

A copy of this ruling is being transmitted to the collectors of internal revenue for its several districts in which you and your subordinate councils are located.

By direction of the Commissioner.

Respectfully,

Condit

SUPREME COUNCIL

KNIGHTS OF COLUMBUS

To whom it may concern - Greeting:

Whereas, it having been made known to the Officers of the Supreme Council of the **KNIGHTS OF COLUMBUS**, that a sufficient number of eligible men residing in the City of Cloquet, in Minnesota have, duly petitioned that they be granted a charter and authorized to organize and maintain a Council of the Knights of Columbus within said City and it appearing to be for the benefit of said Knights of Columbus that their petition be granted:

Therefore be it known that the duly authorized Officers of the Knights of Columbus by and with the consent of said Supreme Council hereby authorize and direct the following named gentlemen to assemble and work as a regularly constituted Council of the Knights of Columbus to be designated by the name:

Bishop Welch Council Number 5132

W. A. BELDEN, W. BONHAM, A. BURNS, P. BUTLER, J. CHARTIER, B. CHARTIER, C. DOFFING, J. FUREY, J. HOVANEC, D. HOWE, L. LOISEL, R. LUKE, J. MEDES, D. MEISNER, G. MICKÉ, B. D. NEMMERS, S. J. NEPHEW, J. NEWVILLE, W. NYNAS, J. SETTERQUIST, S. TROCHLIL, L. UEBANSKI, J. BEHL, D. CARTER, R. DECAIGNY, K. O. EVENSON, C. KLOSNER, O. LAVOI, J. LA VOY, D. LEMAY, F. LOCKE, W. E. MILLS, A. OSWALD, G. OSWALD, H. PAUL, A. PLANTE, F. RAUSHEL, P. RIZZI, W. ROSENTHAL, R. TYMAN, A. VRANESICH.

And we do hereby Grant to said Brothers aforesaid to receive members and perform all work of the Knights of Columbus, agreeable to the usages of the Knights of Columbus, to exact from their members such fees as they shall judge necessary for the support of their Council, and the regular payments of all legal dues and assessments and to observe with due respect all ordinances emanating from the Supreme Council of the Knights of Columbus.

In Testimony Whereof We have hereunto affixed our names under the seal of the Supreme Council

Supreme Knight

Given this Twentieth day of April 1961

Joseph J. Lamb Supreme Secretary





ADMINISTRATIVE OFFICES

1307 Cloquet Avenue • Cloquet, MN 55720
Phone: 218-879-3347 • Fax: 218-879-6555
email: admin@ci.cloquet.mn.us
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Aaron Reeves, City Administrator *AR*
Date: January 9, 2019

ITEM DESCRIPTION: Temporary On-Sale Liquor License, Queen of Peace School

Proposed Action

Staff recommends the City Council move to approve the application from the Queen of Peace Catholic School for the issuance of a Temporary On-Sale Liquor License for their annual Mardi Gras event to be held at the Queen of Peace School, 102 4th Street, on March 2, 2019. In issuing the license, the Council must clarify the license fee and the need for security and security fees. The license is subject to final approval by the Commissioner of Public Safety.

Background/Overview

Attached the City Council will find an application for a Temporary On-Sale Liquor License from the Queen of Peace Catholic School. They are seeking the license for a one day event to be held on March 2, 2019, at the Queen of Peace Catholic School.

Under Minnesota Statute and City Code, in order to allow for the event proposed, the applicant is required to obtain a Temporary On-Sale Liquor License, which again under Minnesota Statute and City Code, can only be issued to a club or licensed non-profit organization.

Under City Code, the applicant is required to hire law enforcement for security purposes. This would require the applicant to hire two police officers at \$65.00/hr. each for the duration of the event. The applicant is requesting to waive this requirement due to the fact that Mardi Gras is a fundraiser to help support the daily operations of the school and is a 21 and over event, ensuring all participants are of legal drinking age by carding anyone looking under the age of 40. The Council deviated from City Code requirements for this event in 2017 and 2018. The Chief of Police has reviewed the request and supports the waiver request.

Policy Objectives

Approval of a temporary license is required under Section 6.3 of the Municipal Code and Minnesota Statutes 340A.404. Under these rules, only a non-profit organization is allowed to obtain a permit for such purposes.

Financial/Budget/Grant Considerations

The City's fee schedule requires a \$50 fee for each license. The applicant has paid the license fee.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Temporary on-sale liquor license application

City of Cloquet
1307 Cloquet Avenue
Cloquet, MN 55720

December 19, 2018

To Whom it may concern:

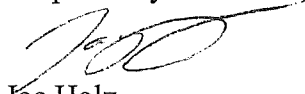
I am writing this letter to request the exemption of Queen of Peace Catholic School's requirement of hiring two police officers, in conjunction with our Temporary On Sale Liquor License, for our Mardi Gras event on Saturday, March 2nd, 2019.

Mardi Gras is a traditional Catholic celebration in preparation of the Lenten Season and fasting for 40 days (until Easter). The Mardi Gras celebration at Queen of Peace School is a fundraiser to help support the daily operations of our school. We will offer a food buffet and complimentary drinks (including beer and wine) with paid admission. We will also have a DJ for entertainment as well as multiple raffles, silent auction and a live auction. This will be a 21 and over event. To ensure all participants are of the legal drinking age, we will be carding anyone that looks under 40 years old at the door.

Queen of Peace has been a pillar of our Cloquet community for over 100 years. Numerous events are held at Queen of Peace yearly and we have been upstanding community members. Queen of Peace School and Church run as a not-for profit entity and we rely heavily on our fundraisers to support our daily operations. The cost of hiring two police officers for our Mardi Gras event would be a burden on our event. In lieu of on-duty police officers, there will be several off-duty police officers from Cloquet and Duluth in attendance the evening of Mardi Gras. We also will offer free cab rides (paid for by our committee) provided by City Cab, for anyone that requests a safe ride home.

Thank you for your consideration of our request.

Respectfully submitted,



Joe Holz
Mardi Gras Committee Member



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date organized	Tax exempt number	
Queen of Peace School	1881	41-0721655	
Address	City	State	Zip Code
102 4 th St.	Claret	Minnesota	55702
Name of person making application	Business phone	Home phone	
Joe Holz			
Date(s) of event	Type of organization		
3/2/19	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Fr. Justin Fish	Claret	Minnesota	55702
Organization officer's name	City	State	Zip Code
Norlene Bleskuck	Claret	Minnesota	55702
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.

Queen of Peace School gym/cafeteria

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

The Catholic Mutual Relief Society of America
 500,000/1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



CITY ADMINISTRATOR'S OFFICE

1307 Cloquet Avenue, Cloquet MN 55720
Phone: 218-879-3347 Fax: 218-879-6555
www.ci.cloquet.mn.us
email: admin@ci.cloquet.mn.us

CITY OF CLOQUET
TEMPORARY ON SALE LIQUOR LICENSE APPLICATION

Check all that apply: [X] Indoor Entertainment [] Outdoor Entertainment [] No Entertainment

Organization Name: Queen of Peace Catholic School

Organization Address: 102 4th St.

City, State, Zip: Cloquet, MN 55702

Purpose of the Organization: religious

Is this organization a:

- Charitable, religious, or non-profit organization? [X] Yes [] No
Political committee registered under Minnesota Statute 10A.14? [] Yes [X] No
Organization which has been existence for three (3) years? [X] Yes [] No

Contact Person Name: Joe Holz

Address:

City, State, Zip: Saginaw MN 55779

Home Phone

Work Phone

Cell Phone

E-Mail Address

Event Dates and Times: March 2nd, 2019 6pm-12am

Purpose of the Event: fundraiser

Estimated Total Attendance at the Event: 300-400

Name of Location for Event: Queen of Peace

Address for Event: 102 4th St. Cloquet MN 55702

Is the event a Community Festival? [] Yes [X] No (Must be designated by the Cloquet City Council.)

Will organization contract for intoxicating liquor? Yes No

If yes, please list:

Name of on sale license holder: _____

Address: _____

Contact Person: _____ Phone No. _____

Full Year On Sale Intoxicating Liquor License No. _____

Will event be outdoors? Yes No

What type of enclosure will be used for the outdoor area? _____

(Area shall be enclosed by a fence or other enclosure)

Describe all types of entertainment to be provided at the event. If entertainment is not planned, describe what will occur.

live & silent auctions, raffles, food, beer, wine, champagne, music
dancing

Days / Times of Entertainment: March 2, 2019 6pm - 12 am

Will there be a band? Yes No

Will the entertainment be amplified? Yes No
speakers

Has this organization had any temporary liquor or wine licenses in the City of Cloquet in the past 12 months? Yes No

If yes, list the Event and Date(s): Feb 10, 2018 fundraiser

The City of Cloquet reserves the right to request additional information to assist in the evaluation of this application.

I do hereby swear that the answers in this application are true and correct to the best of my knowledge. I do authorize the City of Cloquet, its agents and employees, to obtain information and to conduct an investigation, if necessary, into the truth of the statements set forth in this application and my qualifications for this license.

Signature of Applicant: [Signature] Date: 12/18/18

Print Name Joseph Steen Hilz
First Middle Last

FOR CITY USE ONLY: (When applicable)				
	Signature:	Approved:	Denied:	Date:
Police Chief:				
City Administrator:				



ADMINISTRATIVE OFFICES

1307 Cloquet Avenue • Cloquet MN 55720
Phone: 218-879-3347 • Fax: 218-879-6555
email: areeves@cloquetmn.gov
www.cloquetmn.gov

REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and City Council
From: Aaron S. Reeves, City Administrator *AR*
Date: January 15, 2019

ITEM DESCRIPTION: Pine Valley Arena Repair Assistance

Proposed Action

Approve paying CAHA \$25,000 from the City's Capital Fund, to be reimbursed by Sales Tax revenue, to assist in repairs made to the Pine Valley Arena heating system, ice system, and hot water heater totaling roughly \$50,000.

Background/Overview

As discussed at the last Work Session CAHA had unexpected repairs that needed to be made to the Pine Valley Arena to address issues with the heating system, ice system, and hot water heater. With the City taking over ownership of the main arena and receiving the revenue from the School District and Wilderness CAHA has requested assistance with these repairs.

Supporting Documentation Attached



ADMINISTRATIVE OFFICES

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email: areeves@cloquetmn.gov
www.cloquetmn.gov

REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and City Council
From: Aaron S. Reeves, City Administrator *AR*
Date: January 15, 2019

ITEM DESCRIPTION: Arena Use Agreements

Proposed Action

Approve the Arena Use Agreements with CAHA, Cloquet School District, and Minnesota Wilderness as presented.

Background/Overview

With the City taking over ownership of the arena new agreements for use and operations of the arena are needed with CAHA, the Cloquet School District, and the Minnesota Wilderness. The amount of these agreements should cover the City's cost for utilities and maintenance of the arena in 2019.

Supporting Documentation Attached

- CAHA Arena Operations and Use Agreement
- Cloquet School District Cooperative Hockey Lease Agreement
- Wilderness Arena Lease Agreement – to be sent to Council when ready
- UMD Economic Impact Report

Arena Operations and Use Agreement

Agreement, made and entered into this _____ day of _____, 2019, by and between the Cloquet Hockey Association, a non-profit corporation under the laws of the State of Minnesota, herein called "Association," and the City of Cloquet, a political subdivision of the State of Minnesota, herein called "City."

RECITALS

1. The City is the owner of certain real property located in Cloquet, Carlton County, Minnesota, and as described as follows, to-wit:
Southwest Quarter of the Southeast Quarter of the Southwest Quarter (sw ¼ of se ¼ of sw ¼), Section Twenty-three (23), Township Forty-nine (49), Range Seventeen (17), West.
2. That the parties wish to enter into an agreement to permit the necessary operation, improvements, and updating of the existing facility so as to permit a continued quality recreational program for the area youth and use of the arena by other organizations.
3. That the parties hereto have agreed that the City, in order to operate the facilities for the general public for the citizens of Cloquet and for the District for recreation programs, school programs, Wilderness Hockey, Hockey Association programs, open skating programs, and for other uses for the general public and the citizens of Cloquet, desire to have the Association provide operational services for the arena.
4. That the parties hereto have agreed that repairs to the premises and updating of the facilities are the responsibility of the City with participation by the Association if possible.
5. The Association has, pursuant to past Agreements between the City and the Association, constructed on the above-described real property an ice arena, and ownership of said facility has been turned over to the City.
6. That the parties hereto have agreed that the City will be responsible for the expenses related to the structure maintenance and improvements. The Association will be responsible for costs identified in Terms of Agreement, 6.
7. The parties hereto desire to enter into an operations and use agreement to insure the foregoing.

TERMS OF AGREEMENT

1. Subject Property. The property being subject of this Agreement is the following described property and the ice arena located therein in Cloquet, Carlton County, Minnesota, to-wit:
Southwest Quarter of the Southeast Quarter of the Southwest Quarter (sw ¼ of se ¼ of sw ¼), Section Twenty-three (23), Township Forty-nine (49), Range Seventeen (17), West.
2. Term. **The term of this agreement shall commence January 1, 2019, and continue until cancelled by one of the parties.**
 - a. This agreement, on its effective date, supersedes and cancels all previous agreements, and any related extensions.
 - b. This agreement may be cancelled by either party with 120 days written notice to other party.
 - c. This agreement shall be reviewed annually by both parties.
3. Financial Contribution of the Association. Contributions of the Association upon execution hereof shall be made in accordance with the following schedule:
January 1, 2019 - \$70,000
January 1, 2020 - \$45,000
January 1, 2021 and all years after - \$25,000

4. Use of Payments. The parties hereto agree that the sums to be paid to the City hereunder shall be used for the maintenance and building improvement expenses of said facility and utility costs during the term of this agreement.
5. Use of Facility by Association. The use of the above-described facility shall be made available to the Association annually for their programs in conjunction with use by the School District, Community Education, and Wilderness Hockey.
6. Obligations of the Association. The Association shall, during the term of this Agreement, provide the following:
 - a. The installation of any ice to be used during the term of this Agreement. Ice will be installed in a workmanlike manner, and consistent with past practices at the Ice Arena. The Association will be responsible for coordinating all labor and material associated with the installation and maintenance of the ice during the term of this Agreement. All installation costs must be approved by the City.
 - b. The necessary equipment for the care and maintenance of ice during the calendar year. All costs are the responsibility of the City and must be approved by the City.
 - c. Custodial services for the entire building during the term of this Agreement.
 - d. The Association shall cause the building, appurtenances, and grounds of the Ice Arena to be maintained according to standards acceptable by the City including, but not limited to, interior and exterior cleaning, painting, plumbing, and other such normal maintenance and repair work as may be necessary for the day-to-day operation of the Arena. The Association shall not alter, modify, remodel or improve the Ice Arena without the prior written consent of the City. All costs must be approved by the City.
 - e. The Association shall select, hire, train, supervise and discharge all personnel necessary to be employed in order to properly and effectively maintain the Arena. Such personnel shall, in every instance, be in the Association's employ and not in City's employ. The City shall have no obligation to provide the Association with any personnel assistance.
 - f. The Association will maintain the facility in a clean and orderly manner, absent ordinary wear and tear.
 - g. The Association shall be fully responsible for compliance with Minnesota Department of Health Rule 4620.3900 relating to operating an ice arena in which internal combustion engines are used. The Association will keep all records necessary to ensure compliance and provide proof to City when requested. The Association shall hold the City harmless for any violation of this rule.
 - h. Employees or volunteer agents of the Association providing services in the Arena will be considered employees or volunteer agents of the Association alone and will in no way be considered employees or volunteer agents of the City. Volunteer agents of the Association shall not be considered volunteer agents of City. Employees of the Association shall not be considered employees of City. The City will not be held responsible or held liable for the Association or any Association agents. It is agreed that the Association in the performance of the work and services agreed to be performed by and under this Agreement, shall not act as an employee of the City and none of its officers, employees, agents, or volunteers shall obtain any rights to retirement benefits or other benefits which accrue to City employees and the Association expressly waives any claim it may have to such rights. The Association shall be responsible for its own separate debts, obligations and other liabilities. The Association shall not pledge as collateral the real property or its appurtenances leased by the City. The Association shall maintain commercial general liability insurance from a reputable and licensed insurance company licensed
7. Concessions. It is understood by the parties that the concessions within said facility shall, during the terms of this agreement, be operated by the Association or its assignee.
8. Management of Arena. The arena operations shall be subject to the supervision and operation by the Association.
 - a. Day-to-day management and operations of the arena shall be vested in the Association and done by Association employees.
 - b. Any decision which would go beyond the terms of this Agreement shall, however, be made by the Cloquet City Council.

9. Insurance-Association. The Association agrees that, during the term of this Agreement, it will carry commercial general liability insurance with an approved insurance company in amounts not less than those specified in Minnesota Statutes, Chapter 466, that covers its operation and use of the arena. Such insurance policies shall name the City as an additional insured. The insurance shall not be canceled by the Association without consent of the City. If the Association fails to maintain insurance, the City shall be entitled, during the term of this Agreement, to purchase such insurance for the benefit of the Association, and to bill the cost of premiums for same to the Association. The Association shall be responsible for providing property coverage on its own equipment in the arena. The Association will carry all required Workers Compensation insurance for their employees in accordance with Minnesota Statutes Chapter 176.182.
10. Insurance-City. The City, during the term of this Agreement, will carry municipal liability insurance in amounts not less than those specified in Minnesota Statutes, Chapter 466, naming the Association as an additional insured and casualty insurance in such amounts as will cover the replacement value of the facility and related equipment owned by the City. Such insurance policies shall carry the Association as named co-insured. Such insurance shall specifically include the coverage of the structures, contents, and the liquid Freon artificial ice plant, it being the intention of the parties hereto that the payment obligations hereunder shall be contingent upon the continuing availability of ice.
11. Limitation of Liability. It is agreed by the parties hereto that the obligations of the City with regard to the described facility shall be limited as set forth herein, and under Minnesota Statutes, Chapter 466. The city does not waive any immunities or other protections it is entitled to under Chapter 466.
12. Indemnification. The Association agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Association's negligence or the Association's failure to perform its obligations under this Agreement. The City agrees to defend, indemnify and hold harmless the Association, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the City's negligence or the City's failure to perform its obligations under this Agreement.
13. Locker Room. The Association shall provide appropriate maintenance and adequate locker room space for both boys' and girls' hockey teams during the term of this Agreement. The Association will be responsible for the scheduling and use of the locker rooms by other parties. The "Tobacco Free" Policy shall also be enforced.
14. Damage or Destruction of Facility. In case the above-described facility is damaged or destroyed by any cause against which insurance coverage is carried as set forth herein, the proceeds of such insurance may be used to repair, restore, or rebuild the facility at the discretion of the City Council. Damages shall be repaired at the City's expense.
15. Financial Records. The Association shall keep adequate financial records relating to the operating costs and operating income of the facility and shall have an audit done of Association finances on an annual basis, and shall furnish copies of the same to the City by July 1 of each year. Duly authorized representatives of the City shall be entitled to review said financial records at all reasonable times.
16. Assignment. It is mutually agreed that all the terms and conditions of the Agreement shall extend, apply to and bind the successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound, but this provision shall not authorize the assignment or subletting of this Agreement without the written consent of all of the parties hereto. This provision does not prohibit rental to outside groups.
17. Contractual Review. Prior to the end of each year, a joint meeting of the City and Association officials will be conducted to review all areas related to this Agreement.

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, set their hands and seals the day and year first above written.

CLOQUET AREA HOCKEY ASSOCIATION
A Non-profit Minnesota Corporation

By: _____
Its President

By: _____
Its Secretary

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, set their hands and seals the day and year first above written.

CITY OF CLOQUET

By: _____
Its Mayor

By: _____
Its City Administrator

Cooperative Hockey Lease Agreement

Agreement, made and entered into this 29th day of May, 2018, by and among the City of Cloquet, a political subdivision of the State of Minnesota, herein called "City," and Independent School District No. 94, a public corporation and political subdivision of the State of Minnesota, herein called "District."

RECITALS

1. The City is the owner of certain real property located in Cloquet, Carlton County, Minnesota, and as described as follows, to-wit:
Southwest Quarter of the Southeast Quarter of the Southwest Quarter (sw $\frac{1}{4}$ of se $\frac{1}{4}$ of sw $\frac{1}{4}$), Section Twenty-three (23), Township Forty-nine (49), Range Seventeen (17), West.
2. The parties hereto under terms and conditions of a lease dated July 1, 1979, with extensions dated October 27, 1981; October 23, 1984; June 23 1992; March 8, 1994; July 1, 2004; May 27, 2008; June 22, 2009; June 22, 2009; and September 28, 2012; and November 2015 operated a skating rink and arena on the above-described real estate.
3. That the City has requested that a new lease agreement by and between the parties be entered into which agreement would continue to provide revenue to the City to permit the necessary operation, improvements, and updating of the existing facility so as to permit a continued quality recreational program for the area youth.
4. That the parties hereto have agreed that the City, in order to operate the facilities for the general public for the citizens of Cloquet and for the District for recreation programs, school programs, Cloquet Area Hockey Association programs, open skating programs, and for other uses for the general public and the citizens of Cloquet, must receive additional rentals to enable them to meet their requirements for operation of a recreation program and improvement and maintenance of the present facility.
5. That the parties hereto have agreed that said repairs to the premises, updating of the facilities and the general usability for handicapped people in order to meet State and Federal guidelines will continue and the current lease **set to expire June 30, 2021**, and enter into a new hockey and recreation lease agreement.
6. The City has, pursuant to the Agreement between the City and the Cloquet Area Hockey Association, constructed on the above-described real property an ice arena..
7. The parties hereto are desirous of obtaining maximum usage of the above-described real property and the ice arena located thereon by their respective residents and/or members and, in particular, are desirous of modifying the existing structure.
8. That the parties hereto have agreed that the financial contributions of the City for a community recreation program for City and general public uses and the lease agreement for the District will be modified in order to allow the City to undertake the projects necessary to meet State guidelines for such a structure and to finance the necessary obligations for the daily operations of the structure.
9. The parties hereto desire to enter into a lease and recreation agreement to insure the foregoing.

TERMS OF AGREEMENT

1. **Subject Property.** The property being subject of this Agreement is the following described property and the ice arena located therein in Cloquet, Carlton County, Minnesota, to-wit:
Southwest Quarter of the Southeast Quarter of the Southwest Quarter (sw $\frac{1}{4}$ of se $\frac{1}{4}$ of sw $\frac{1}{4}$), Section Twenty-three (23), Township Forty-nine (49), Range Seventeen (17), West.
2. **Term.** The term of this lease shall be a period of three (3) years commencing July 1, 2018, and terminating June 30, 2021.
 - a. This lease, on its effective date, supersedes and cancels the original lease dated July 1, 1975, and any of the extensions.

3. Financial Contribution of the District. Contributions of the District upon execution hereof shall be made in accordance with the following schedule:

Hockey Lease – Boys' and Girls' Varsity and Junior Varsity (Three Years)

January 1, 2019	\$ 125,808
January 1, 2020	\$ 129,582
January 1, 2021	\$ 134,765

4. Use of Payments. The parties hereto agree that the sums to be paid to the City hereunder shall be used as per paragraph seven (7) of the recitals, and shall further be used for the operational and maintenance expenses of said facility during the term of this agreement.
5. Use of Facility by District. The use of the above-described facility shall be made available to the District annually during the hockey season as defined by the Minnesota State High School League. The programs for which said facility may be used shall include, but not be limited to, the following:
- a. District Hockey Program:
 - i. The facility shall be available for a period of three (3) hours per day for Boy's and three (3) hours per day for Girls', for a total of six hours per day, five days per week with Saturdays at one and three-fourths hours ($1\frac{3}{4}$) for Boys' and one and three-fourths ($1\frac{3}{4}$) for Girls', for a total of three and one-half ($3\frac{1}{2}$) hours of practice by the District Hockey Program participants. The period, Monday through Friday, shall be from Three-thirty p.m. until six-thirty p.m. (3:30 p.m. – 6:30 p.m.) on school days, with Saturday times to be arranged. All ice time shall be scheduled equitably.
 - ii. The facility shall be available for purposes of playing regularly scheduled games according to the District Hockey Program schedule. The facility will be cleared for game preparation at least $\frac{1}{2}$ hour before the scheduled game time. If the District has scheduled more than one game on a weekend (Friday/Saturday) and the rink manager sees a conflict in weekend tournament schedules with the CAHA youth teams, the rink manager and District's activities director will collaborate to resolve the schedules. The District's activities director will submit the hockey schedule for the next season by June 1. Any changes to the schedule will be communicated to the rink manager.
 - b. District Intramural Program: (No cost to District)
 - i. The facility shall be available, either for intramural hockey or recreational skating, at times and dates to be scheduled by the City or its assignee and Scheduling Committee.
 - c. Physical Education Program:
 - i. The District may use the facility for purposes of physical education classes during school hours, for skating related or appropriate physical education activities. Specific times and dates shall be scheduled by the City or its assignee to avoid scheduling conflicts with other programs.
 - d. The facility shall further be made available to the District for such other programs, at times and dates to be scheduled jointly with the City or its assignee.
6. Use of Facility for City – District Community Education Program. (No cost to District) The use of the above-described facility shall be made available to the Community Education Program in the amount of one (1) hour per week throughout the calendar year. Such programs include, but are not limited to, figure skating and programs for senior citizens. The dates and times shall be scheduled by the City or its assignee.
7. Combined Use of Facility By Cloquet Area Hockey Association, Wilderness Hockey, and City. (No cost to District) The use of the above-described facility shall be made available during the ice season for the implementation of existing youth hockey programs and Wilderness hockey program as well as programs which may be developed. The times and dates thereof shall be scheduled by the City or its assignee.
8. Obligations of the City. The City, or its assignee shall, during the term of this Agreement, provide the following:
- a. Modifications as per paragraph seven (7).
 - b. The care and maintenance of the ice in said facility during each calendar year.
 - c. The necessary equipment for the care and maintenance of ice during the calendar year.

- d. Custodial services for the entire building during the term of this Agreement.
 - e. Maintenance of the facility and equipment.
 - f. All utilities during the term of this Agreement.
 - g. Insurance on said facility as below set forth.
9. Additional Responsibilities of District. During games played pursuant to its District Hockey Program Schedule, the District agrees to provide the following:
- a. A minimum of five (5) adults per game to assist with ticket sales and collection, ushering, and door control.
 - b. One (1) scorer per game.
 - c. One (1) announcer-timer per game.
 - d. Liability insurance coverage for spectators and non-participants. This coverage may be limited to provide protection to the District against claims or suits arising out of personal injury to any spectator or non-participant in varsity games, in amounts not less than those specified in Minnesota Statutes, Chapter 466.
10. Concessions. It is understood by the parties that the concessions within said facility shall, during the terms of this agreement, be operated by the City or its assignee.
11. Management of Facility. The facility described herein shall be subject to the supervision of the City or its assignee.
- a. Day-to-day management and control of the facility shall be vested in the City or its assignee
 - b. Any decision which would go beyond the terms of this Agreement shall, however, be made by the respective Board of Directors, City Council, and School Board of the parties hereto. Should a dispute or controversy arise hereunder, each of the parties shall appoint one (1) arbitrator who shall arbitrate the matter in accordance with the rules of the Minnesota Bureau of Mediation Services, and the decision of the majority thereof shall be final.
12. Insurance-City. The City agrees that, during the term of this Agreement, it will carry liability insurance with an approved insurance company in amounts not less than those specified in Minnesota Statutes, Chapter 466 and casualty insurance with an approved insurance company in such amounts as will cover the replacement value of the facility and related equipment. Such insurance policies shall carry the City and District as named co-insured. The insurance shall not be canceled without consent of the District and the City. Upon its failure to do so, any of the remaining parties shall be entitled, during the term of this Agreement, to purchase such insurance for the benefit of the parties, and to deduct the cost of premiums for same from the monies such party is to pay hereunder. Such insurance shall specifically include the coverage of the structures, contents, and the liquid Freon artificial ice plant, it being the intention of the parties hereto that the payment obligations hereunder shall be contingent upon the continuing availability of artificial ice.
13. Insurance-City and District. The City and District agree that, during the term of this Agreement, they will carry liability insurance in amounts not less than those specified in Minnesota Statutes, Chapter 466, naming the City and each other as named co-insureds.
14. Limitation of Liability. It is agreed by the parties hereto that the obligations of the City and the District with regard to the described facility shall be limited as set forth herein, and under M.S.A. 466.01 et al, except as may be otherwise agreed upon in writing by the parties hereto.
15. Locker Room. The City or its assignee shall provide appropriate maintenance and adequate locker room space for both Boys' and Girls' Hockey teams during the term of this agreement. The District shall have exclusive year-long use of the locker rooms. Request for use by the City or its assignee for other purposes shall have mutual approval of the Head Varsity Hockey Coach and the Superintendent of Schools. Damages beyond normal wear and tear shall be repaired by the District's expense. The "Tobacco Free" Policy shall also be enforced.
16. Damage or Destruction of Facility. In case the above-described facility is damaged or destroyed by any cause against which insurance coverage is carried as set forth herein, the proceeds of such insurance shall be used to repair, restore, or rebuild the facility for use under the terms of this Agreement throughout the remainder of the term hereof. The parties may agree to relocate the structure if they mutually agree to do so in event of total destruction under terms of insurance. Damages beyond normal wear and tear shall be repaired by the District's expense.

17. Transfer of Facility. It is recognized by the parties hereto that the described facility has been constructed, with permission, upon real property owned by the City, or to be transferred to the City. In the event of termination of this lease or expiration, at the option of the City, the structure and equipment shall become property of the City of Cloquet.
18. Financial Records. The City or its assignee shall keep adequate financial records relating to the operating costs and operating income of the facility, and shall furnish copies of the same to the District by July 1 of each year. The City or its assignee also shall provide the District with evidence that it is meeting its financial responsibilities under this Agreement at the same July 1 meeting. Duly authorized representatives of the District shall be entitled to review said financial records at all reasonable times.
19. Assignment. It is mutually agreed that all the terms and conditions of the Agreement shall extend, apply to and bind the successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound, but this provision shall not authorize the assignment or subletting of this Agreement without the written consent of all of the parties hereto. This provision does not prohibit rental to outside groups.
20. Contractual Review. Prior to the start of the high school season, a joint meeting of varsity coaches, District administrators, and the City or its assignee will be conducted to review all areas related to this Agreement. The District Activities Director shall facilitate this meeting.

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, set their hands and seals the day and year first above written.

CITY OF CLOQUET

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
) ss.

COUNTY OF CARLTON)

On this _____ day of _____, 2012, before me, a Notary Public within and for said County, personally appeared Dave Hallback , and Aaron S. Reeves , to me personally known, who being each by me duly sworn did say that they are respectively the mayor and the City Administrator of the City of Cloquet, and that said instrument was signed and sealed on behalf of the said City of Cloquet by authority of its City Council and that the said Dave Hallback and Aaron S. Reeves acknowledged said instrument to be the free ace and deed of the said City of Cloquet.

Notary Public

Arena Lease Agreement

Agreement, made and entered into this ___th day of _____, 2019, by and between the City of Cloquet, a political subdivision of the State of Minnesota, herein called "City," and the Minnesota Wilderness, herein called "Wilderness."

RECITALS

1. The City is the owner of certain real property located in Cloquet, Carlton County, Minnesota, and as described as follows, to-wit:
Southwest Quarter of the Southeast Quarter of the Southwest Quarter (sw ¼ of se ¼ of sw ¼), Section Twenty-three (23), Township Forty-nine (49), Range Seventeen (17), West.
2. The City has requested that a new lease agreement by and between the parties be entered into which agreement would continue to provide revenue to the City to permit the necessary operation, improvements, and updating of the existing facility so as to permit a continued quality arena facility.
3. That the parties hereto have agreed that the City, in order to operate the facilities for the general public for the citizens of Cloquet and for the Cloquet Area School District for recreation programs, school programs, Cloquet Area Hockey Association programs, open skating programs, Wilderness team and for other uses for the general public and the citizens of Cloquet, must receive additional rentals to enable them to meet their requirements for operation and improvement and maintenance of the present facility.
4. That the parties hereto have agreed that said repairs to the premises, updating of the facilities and the general usability for handicapped people in order to meet State and Federal guidelines will continue and to do so parties will enter into a new hockey lease agreement.
5. The City has constructed on the above-described real property an ice arena..
6. The parties hereto are desirous of obtaining maximum usage of the above-described real property and the ice arena located thereon by their respective residents and/or members and, in particular, are desirous of maintaining and improving the existing structure.
7. That the parties hereto have agreed that the financial contributions of the City for a community recreation program for City and general public uses and the lease agreement for the Wilderness will be entered into in order to allow the City to undertake the projects necessary to meet State guidelines for such a structure and to finance the necessary obligations for the daily operations of the structure.
8. The parties hereto desire to enter into a lease agreement to insure the foregoing.

TERMS OF AGREEMENT

1. Subject Property. The property being subject of this Agreement is the following described property and the ice arena located therein in Cloquet, Carlton County, Minnesota, to-wit:
Southwest Quarter of the Southeast Quarter of the Southwest Quarter (sw ¼ of se ¼ of sw ¼), Section Twenty-three (23), Township Forty-nine (49), Range Seventeen (17), West.
2. Term. **The term of this lease shall be a period of two (2) years commencing July 1, 2019, and terminating June 30, 2021.**
 - a. This lease, on its effective date, supersedes and cancels any existing leases and/or extensions.
3. Financial Contribution of the Wilderness. Contributions of the Wilderness upon execution hereof shall be made in accordance with the following schedule:

Hockey Lease – (Two Years)

June 1, 2019	\$ 35,000
June 1, 2020	\$ 30,000

4. Use of Payments. The parties hereto agree that the sums to be paid to the City hereunder shall be used as per paragraph seven (7) of the recitals, and shall further be used for the operational and maintenance expenses of said facility during the term of this agreement.
5. Use of Facility by Wilderness. The use of the above-described facility shall be made available to the Wilderness annually during the hockey season as defined by the North American Hockey League. The programs for which said facility may be used shall include, but not be limited to, the following:
 - a. Wilderness Hockey Program:
 - i. 180-200 hours of practice time per season between the hours of 8:00 am and 2:45 pm Monday – Friday. Beginning last week of August and ending after the season completion in early May dependent on playoff status.
 - ii. 28 regular season home games between Sept. through early May each year. Wilderness will work in conjunction with the City or its assignee to minimize any scheduling conflicts. Use of Community Room included.
 - iii. Year round use of the training room. Wilderness agrees to maintain and furnish all required training equipment. Scheduling of use of training room by other parties will be done through the Wilderness. Only high school or older aged users are allowed.
 - iv. Wilderness pre-draft camp final main camp between mid-May and Late June of each year. 80-120 players from both the U.S and overseas participate in these camps.
 - v. Dedicated Locker Room for the Wilderness Team and visiting team.
 - vi. Community/Party Room to be used for meeting purposes and key sponsorship personnel during home games.
 - vii. Allowed to sell some food products (Outside BBQ, maybe pizza etc.) during Wilderness games.
 - viii. Allowed to sell alcohol during Wilderness games.
 - b. The facility shall further be made available to the Wilderness for such other programs, at times and dates to be scheduled jointly with the City or its assignee.
6. Combined Use of Facility By Cloquet Area Hockey Association, Wilderness Hockey, Cloquet School District and City. The use of the above-described facility shall be made available during the ice season for the implementation of existing youth hockey programs, school district hockey programs, Wilderness hockey program as well as programs which may be developed. The times and dates thereof shall be scheduled by the City or its assignee.
7. Obligations of the City. The City, or its assignee shall, during the term of this Agreement, provide the following:
 - a. The care and maintenance of the ice in said facility during each calendar year.
 - b. The necessary equipment for the care and maintenance of ice during the calendar year.
 - c. Custodial services for the entire building during the term of this Agreement.
 - d. High Speed Internet meeting the NAHL requirement for Hockey TV broadcast of each game.
 - e. Sound System and PA system kept in good working order.
 - f. Maintenance of the facility and equipment except the equipment described in 5(a)(iii).
 - g. All utilities during the term of this Agreement.
 - h. Insurance on said facility as below set forth.
8. Additional Responsibilities of Wilderness. During games played pursuant to its Wilderness Hockey Schedule, the Wilderness agrees to provide the following:
 - a. Box Workers.
 - b. Clock Operator.
 - c. Official Scorer.
 - d. Announcer.
 - e. Light Show Operator.
 - f. Bartenders.
 - g. Apparel Sales Person.

- h. Ticket Taker.
 - i. Security Personnel.
 - j. Liability insurance coverage for spectators and non-participants. This coverage may be limited to provide protection to the Wilderness against claims or suits arising out of personal injury to any spectator or non-participant in Wilderness games, in an amount not less than \$2,000,000 per occurrence with the City named as an additional insured.
 - k. Liquor license and liquor liability insurance in the minimum amount of \$1,000,000 per occurrence with the City named as an additional insured.
9. Concessions. It is understood by the parties that the concessions within said facility shall, during the terms of this agreement, be operated by the City or its assignee except as provided in 5(a)(vii)(viii).
10. Advertising. Wilderness will continue to manage the advertising media and sponsorships within the facility. This includes but not limited to: dasher boards, ice logos, banners & rink signage.
11. Management of Facility. The facility described herein shall be subject to the supervision of the City or its assignee.
- a. Day-to-day management and control of the facility shall be vested in the City or its assignee
12. Insurance-City. The City agrees that, during the term of this Agreement, it will carry liability insurance with an approved insurance company of the League of Minnesota Cities Insurance Trust (LMCIT) in amounts not less than those specified in Minnesota Statutes, Chapter 466 and casualty insurance with an approved insurance company or LMCIT in such amounts as will cover the replacement value of the facility and related equipment. The Wilderness shall be named an additional insured on the City's liability coverage. The insurance shall not be canceled without consent of the Wilderness and the City. Such insurance shall specifically include the coverage of the structures, contents, and the liquid Freon ice plant, it being the intention of the parties hereto that the payment obligations hereunder shall be contingent upon the continuing availability of ice.
13. Liability and Indemnification. The parties agree that they will, subject to any indemnification provisions provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. To the fullest extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of a party's negligence or a party's failure to perform its obligations under this Lease. The parties agree their indemnity obligation shall survive the completion or termination of this Lease.
14. Limitation of Liability. It is agreed by the parties hereto that the obligations of the City with regard to the described facility shall be limited as set forth herein, and under M.S.A. 466.01 et al, except as may be otherwise agreed upon in writing by the parties hereto.
15. Locker Room. The City or its assignee shall provide appropriate maintenance and adequate locker room space for the Wilderness during the term of this agreement. Damages beyond normal wear and tear caused by the Wilderness shall be repaired by the Wilderness' at it's expense. The "Tobacco Free" Policy shall also be enforced.
16. Assignment. It is mutually agreed that all the terms and conditions of the Agreement shall extend, apply to and bind the successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound, but this provision shall not authorize the assignment or subletting of this Agreement without the written consent of all of the parties hereto.
17. Contractual Review. Prior to the start of the Wilderness season, a joint meeting with the City or its assignee will be conducted to review all areas related to this Agreement.
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IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, set their hands and seals the day and year first above written.

CITY OF CLOQUET

By: _____
Its Mayor

By: _____
Its City Administrator

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, set their hands and seals the day and year first above written.

Minnesota Wilderness

By: _____
Its Owner

By: _____
Its Owner