



CITY OF CLOQUET
City Council Agenda
Tuesday, January 19, 2016
7:00 p.m.
City Hall Council Chambers

CITY COUNCIL WORK SESSION

5:30 p.m. Joint Meeting with Planning Commission
6:30 p.m. City Council Pay

1. **Roll Call.**
2. **Pledge of Allegiance.**
3. **Approval of Agenda.**
 - a. Approval of January 19, 2016 Council Agenda
4. **Approval of Council Minutes.**
 - a. Work Session minutes from the January 5, 2016 meeting
 - b. Regular Council minutes from the January 5, 2016 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. 16-06, Authorizing the Payment of Bills
6. **Public Hearings.**

None
7. **Presentations.**

None



CITY OF CLOQUET
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Tuesday, January 19, 2016
7:00 p.m.
City Hall Council Chambers

8. Council Business.

- a. Acquisition of Best Oil Property
- b. Agency Relocation Agreement No. 1002241 with MnDOT
 - Resolution No. 16-05, A Resolution Approving Agency Relocation Agreement No. 1002241 with the State of MN, Department of Transportation Regarding State Project No. 0906-48 (T.H. 33)
- c. Community Vision Options
- d. Appointment of Assistant City Administrator / Director of Human Resources

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. Closed Meeting.

The City Council may adjourn into a closed meeting as permitted under M.S. 13D.05, Subd. 1 (d) and 3 (a) for the purpose of discussing the City Administrator's performance evaluation.

12. Adjournment.



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator B
Date: January 6, 2016

ITEM DESCRIPTION: City Council / Mayor Salaries

Requested Action

The City Council is asked to continue its discussion on the salaries of the Mayor and City Council and provide direction to staff regarding such salaries.

Background/Overview

At its January 15, 2016 meeting, the City Council discussed the wages/salaries of the Mayor and City Council. At the conclusion of that discussion, staff was directed to conduct further investigation into the topic and comparable cities.

As a reminder, the salaries as set under Chapter 2 of City Code were established in 1996. Through assistance of the League of Minnesota Cities, staff has been able to conduct a more in depth analysis of other cities. Attached the Council will find two different comparable reports. The first looks at all cities which have reported from northeastern Minnesota. The second looks at all cities which have reported based upon a population of 10,000-15,000.

The City Council had also inquired as to the dates of when those communities identified in the December 30, 2015 staff report last made changes to the salaries of the Mayor and City Council. While staff is not fully satisfied with the accuracy, it appears these cities last amended salaries as follows:

Bemidji	2006	Hermantown	2014
Hibbing	2006	Brainerd	2016
Grand Rapids	2009	Proctor / Virginia	?

Regarding the City of Duluth, current City Councilor pay is set at \$833 per month or \$9,996 per year. Recent discussion by the City's Charter Commission has included changes scheduled to be effect in 2018 at \$1,150 per month or \$13,800 per year.

With this expanded and more detailed information, the Council may wish to further discuss its intentions related to the salaries of the City Council and Mayor. Should the Council wish to continue discussion, staff will conduct additional research into language which may allow for regular future adjustments. To date, staff has not found similar language in any of the cities reviewed.

To Mayor and Council
City Council/Mayor Salaries
January 6, 2016
Page 2

Policy Objectives

As noted salaries established under Chapter 2 of the City Code under M.S. 415.11, generally no change in salary shall take effect until after the next succeeding regular City election. A City Council, however, may adopt an ordinance to take effect before the next City election that reduces the salaries of the Mayor and City Council. Such an ordinance shall be in effect for 12 months, unless another time period is specified in the ordinance, after which the reduced salary reverts to the salary in effect immediately before the ordinance was adopted.

Financial/Budget/Grant Considerations

None at this time.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Chapter 2 of City Code (page 2)
- LMC Information

[Show Filter](#) [Hide Filter](#)**Organization Officials**

Job Title(s) selected Click on Title to View	Council Member
Output Sorted by	Organization Name
Region(s) selected	All regions
Organization Size(s) selected	10,000 - 15,000
Organization(s) selected	
Budget Restrictions	All Sizes
Total Number of Employees	All sizes
Your search has returned 29 records.	

Organization	Population	Region	Num. of Elected Officials	Annual Wages	Add'l Pmt. for Special Meetings	Health Provider	Org ANNUAL Cost for Single Health Cov.	Org ANNUAL Cost for Family Health Cov.
White Bear Township	11,830	Metro	4	\$37,934.00	N/A	PEIP (Health Partners & Preferred One)	\$53,682.00	\$123,195.00
Bemidji	13,541	Northwest	6	\$10,000.00	\$25 per 2 hr meeting	N/A		
Robbinsdale	13,775	Metro	4	\$8,097.00				
New Ulm	13,396	Southwest	5	\$8,000.00				
Fergus Falls	13,733	Central	8	\$7,800.00			\$0.00	\$0.00
Cloquet	11,855	Northeast	6	\$7,200.00				
Monticello	11,501	Central	4	\$7,200.00	0			
Grand Rapids	10,576	Northeast	4	\$7,200.00			\$0.00	\$0.00
Brainerd	13,956	Central	7	\$6,600.00	Pres&Com Chairs-Addl \$50	HealthPartners	\$7,152.00	\$12,114.00
Alexandria	12,441	Central	5	\$6,124.00		N/A		
Vadnais Heights	13,071	Metro	4	\$6,000.00				
Worthington	11,405	Southwest	5	\$6,000.00	\$50/ mtg (max \$50/day)	Public Employees Insurance Program (PEIP)	\$8,241.12	\$12,276.00
North Mankato	13,045	Southwest	4	\$5,800.00				
East Bethel	12,090	Metro	4	\$5,700.00				
Mounds View	12,733	Metro	4	\$5,700.00			\$0.00	\$0.00
Arden Hills	10,137	Metro	4	\$5,700.00	0	NA	\$0.00	\$0.00
Marshall	13,156	Southwest	6	\$5,426.40				
Hutchinson	14,073	Central	4	\$5,278.00				
North St. Paul	11,569	Metro	4	\$5,200.00				
Little Canada	10,036	Metro	4	\$4,630.00	N/A	N/A		
Mendota Heights	11,766	Metro	4	\$4,200.00				
St. Peter	10,917	Southeast	6	\$4,017.72	\$25 per meeting	BLUE CROSS BLUE SHIELD	\$0.00	\$0.00
Waconia	10,183	Metro	4	\$4,000.00	0	n/a		
Rogers	11,500	Metro	4	\$3,600.00	0			

Salaries

Organization	Population	Region	Num. of Elected Officials	Annual Wages	Add'l Pmt. for Special Meetings	Health Provider	Org ANNUAL Cost for Single Health Cov.	Org ANNUAL Cost for Family Health Cov.
Otsego	13,562	Central	4	\$3,600.00	\$45			
Buffalo	14,193	Central	4	\$3,440.00	\$25 Per Meeting			
North Branch	10,354	Central	4	\$3,000.00				
Fairmont	10,619	Southwest	5	\$2,400.00	\$40	Blue Cross Blue Shield		
Hugo	13,140	Metro	4	\$0.00	100.00			

[Show Filter](#) [Hide Filter](#)**Organization Officials**

Job Title(s) selected Click on Title to View	Council Member
Output Sorted by	Organization Name
Region(s) selected	Northeast
Organization Size(s) selected	All org sizes
Organization(s) selected	
Budget Restrictions	All Sizes
Total Number of Employees	All sizes
Your search has returned 35 records.	

Organization	Population	Region	Num. of Elected Officials	Annual Wages	Add'l Pmt. for Special Meetings	Health Provider	Org ANNUAL Cost for Single Health Cov.	Org ANNUAL Cost for Family Health Cov.
Duluth	85,530	Northeast	9	\$9,996.00	\$0	N/A	\$0.00	\$0.00
Tower	498	Northeast	4	\$9,600.00	1440.00			
Cloquet	11,855	Northeast	6	\$7,200.00				
Grand Rapids	10,576	Northeast	4	\$7,200.00			\$0.00	\$0.00
Chisholm	4,592	Northeast	5	\$6,000.00				
Rice Lake Township	4,288	Northeast	2	\$6,000.00	55.00 per meeting	n/a		
Hermantown	9,526	Northeast	4	\$5,400.00		N/A		
Cohasset	2,624	Northeast	4	\$4,800.00	none			
Grand Marais	1,426	Northeast	4	\$4,800.00	0	n/a		
Two Harbors	3,578	Northeast	6	\$4,500.00	\$60 per meeting			
Mountain Iron	2,825	Northeast	4	\$3,900.00	\$25			
Keewatin	1,156	Northeast	3	\$3,600.00				
Babbitt	1,590	Northeast	4	\$3,600.00				
International Falls	6,139	Northeast	4	\$3,600.00				
Virginia	8,609	Northeast	6	\$3,600.00	\$35/special mtg	BCBS	\$6,750.00	\$17,490.00
Nashwauk	983	Northeast	4	\$3,600.00	\$25			
Silver Bay	1,962	Northeast	4	\$3,600.00	0			
Buhl	1,000	Northeast	4	\$3,000.00		N/A	\$0.00	\$0.00
Fifty Lakes	412	Northeast	4	\$3,000.00	\$50 per meeting			
Aurora	1,711	Northeast	4	\$2,400.00				
Proctor	2,866	Northeast	4	\$2,400.00	50			
Hoyt Lakes	1,844	Northeast	4	\$2,400.00	\$25/meeting	NONE		
La Prairie	723	Northeast	4	\$2,400.00	\$25	N/A	\$0.00	\$0.00
Calumet	368	Northeast	3	\$2,400.00	0	NONE	\$0.00	\$0.00

Salaries

Organization	Population	Region	Num. of Elected Officials	Annual Wages	Add'l Pmt. for Special Meetings	Health Provider	Org ANNUAL Cost for Single Health Cov.	Org ANNUAL Cost for Family Health Cov.
Scanlon	864	Northeast	4	\$2,100.00				
Biwabik	866	Northeast	4	\$1,800.00	N/A	N/A	\$0.00	\$0.00
Deer River	924	Northeast	4	\$1,500.00	45.00			
Littlefork	678	Northeast	4	\$1,200.00	20			
Wrenshall	373	Northeast	4	\$1,161.60				
Askov	371	Northeast	5	\$1,080.00	15.00 per hour			
Bigfork	456	Northeast	4	\$750.00	\$25 per meeting			
Hill City	465	Northeast	4	\$600.00				
Big Falls	254	Northeast	4	\$480.00	40.00			
Remer	354	Northeast	4	\$450.00	25.00	N/A	\$0.00	\$0.00
Beaver Bay	170	Northeast	4	\$0.00	50	Blue Cross	\$6,240.00	\$12,480.00

[Show Filter](#) [Hide Filter](#)**Organization Officials**

Job Title(s) selected Click on Title to View	Mayor
Output Sorted by	Organization Name
Region(s) selected	All regions
Organization Size(s) selected	10,000 - 15,000
Organization(s) selected	
Budget Restrictions	All Sizes
Total Number of Employees	All sizes
Your search has returned 28 records.	

Organization	Population	Region	Num. of Elected Officials	Annual Wages	Add'l Pmt. for Special Meetings	Health Provider	Org ANNUAL Cost for Single Health Cov.	Org ANNUAL Cost for Family Health Cov.
Fergus Falls	13,733	Central	1	\$12,900.00			\$0.00	\$0.00
Bemidji	13,541	Northwest	1	\$12,000.00	\$25 per 2 hr meeting	N/A		
New Ulm	13,396	Southwest	1	\$10,500.00				
Robbinsdale	13,775	Metro	1	\$10,151.00				
Worthington	11,405	Southwest	1	\$10,000.00	\$50/meeting (max \$50/day)	Public Employee Insurance Program (PEIP)	\$8,241.12	\$12,276.00
Cloquet	11,855	Northeast	1	\$9,600.00				
Grand Rapids	10,576	Northeast	1	\$9,600.00			\$0.00	\$0.00
North Mankato	13,045	Southwest	1	\$8,600.00				
Marshall	13,156	Southwest	1	\$8,579.16				
Monticello	11,501	Central	1	\$8,400.00	0			
Hutchinson	14,073	Central	1	\$8,246.00	\$60<3hr \$90>3hr \$4980max			
Alexandria	12,441	Central	1	\$7,964.00		N/A		
Brainerd	13,956	Central	1	\$7,800.00	n/a	HealthPartners	\$7,152.00	\$12,114.00
Vadnais Heights	13,071	Metro	1	\$7,500.00				
North St. Paul	11,569	Metro	1	\$6,400.00				
East Bethel	12,090	Metro	1	\$6,300.00				
Mounds View	12,733	Metro	1	\$6,300.00			\$0.00	\$0.00
Arden Hills	10,137	Metro	1	\$6,100.00	0	N/A	\$0.00	\$0.00
Little Canada	10,036	Metro	1	\$5,700.00	N/A	N/A		
Mendota Heights	11,766	Metro	1	\$5,700.00				
St. Peter	10,917	Southeast	1	\$5,357.04	\$25 per meeting.	BLUECROSS BLUESHIELD	\$0.00	\$0.00
Waconia	10,183	Metro	1	\$4,900.00		n/a		
Fairmont	10,619	Southwest	1	\$4,800.00	\$40	Blue Cross Blue Shield		
Buffalo	14,193	Central	1	\$4,640.00	\$25 Per Meeting			

Salaries

Organization	Population	Region	Num. of Elected Officials	Annual Wages	Add'l Pmt. for Special Meetings	Health Provider	Org ANNUAL Cost for Single Health Cov.	Org ANNUAL Cost for Family Health Cov.
Otsego	13,562	Central	1	\$4,200.00	\$45			
Rogers	11,500	Metro	1	\$4,200.00	0			
North Branch	10,354	Central	1	\$3,750.00				
Hugo	13,140	Metro	1	\$0.00	125.00			

[Show Filter](#) [Hide Filter](#)**Organization Officials**

Job Title(s) selected Click on Title to View	Mayor
Output Sorted by	Organization Name
Region(s) selected	Northeast
Organization Size(s) selected	All org sizes
Organization(s) selected	
Budget Restrictions	All Sizes
Total Number of Employees	All sizes
Your search has returned 35 records.	

Organization	Population	Region	Num. of Elected Officials	Annual Wages	Add'l Pmt. for Special Meetings	Health Provider	Org ANNUAL Cost for Single Health Cov.	Org ANNUAL Cost for Family Health Cov.
Duluth	85,530	Northeast	1	\$78,000.00	\$0	Self-funded; administered by BCBS	\$475.00	\$1,170.21
Cloquet	11,855	Northeast	1	\$9,600.00				
Grand Rapids	10,576	Northeast	1	\$9,600.00			\$0.00	\$0.00
Chisholm	4,592	Northeast	1	\$8,400.00				
Hermantown	9,526	Northeast	1	\$7,200.00	\$50 per meeting	N/A		
Rice Lake Township	4,288	Northeast	1	\$6,600.00		n/a		
Virginia	8,609	Northeast	1	\$6,000.00	\$35/special mtg	BCBS	\$6,750.00	\$17,490.00
Cohasset	2,624	Northeast	1	\$6,000.00	none			
Grand Marais	1,426	Northeast	1	\$6,000.00	0	n/a		
Two Harbors	3,578	Northeast	1	\$4,900.00	\$60 per meeting			
Babbitt	1,590	Northeast	1	\$4,800.00				
Mountain Iron	2,825	Northeast	1	\$4,800.00	\$25			
Keewatin	1,156	Northeast	1	\$4,200.00				
Buhl	1,000	Northeast	1	\$4,200.00				
International Falls	6,139	Northeast	1	\$4,200.00				
Silver Bay	1,962	Northeast	1	\$4,200.00	0			
Nashwauk	983	Northeast	1	\$4,200.00	\$25			
Hoyt Lakes	1,844	Northeast	1	\$3,600.00	\$25/meeting	None		
Tower	498	Northeast	1	\$3,600.00	360.00		\$0.00	\$0.00
Fifty Lakes	412	Northeast	1	\$3,600.00	\$70 per meeting			
Proctor	2,866	Northeast	1	\$3,600.00				
Aurora	1,711	Northeast	1	\$3,600.00				
Scanlon	864	Northeast	1	\$3,000.00	0			
La Prairie	723	Northeast	1	\$3,000.00	\$25	N/A	\$0.00	\$0.00

Salaries

Organization	Population	Region	Num. of Elected Officials	Annual Wages	Add'l Pmt. for Special Meetings	Health Provider	Org ANNUAL Cost for Single Health Cov.	Org ANNUAL Cost for Family Health Cov.
Calumet	368	Northeast	1	\$3,000.00	0	NONE	\$0.00	\$0.00
Biwabik	866	Northeast	1	\$2,400.00	00	N/A	\$0.00	\$0.00
Wrenshall	373	Northeast	1	\$1,815.00				
Littlefork	678	Northeast	1	\$1,500.00	20			
Deer River	924	Northeast	1	\$1,500.00	50.00			
Askov	371	Northeast	5	\$1,200.00	15.00 per hour			
Bigfork	458	Northeast	1	\$1,000.00	\$25 per meeting			
Remer	354	Northeast	1	\$750.00	25.00	NA	\$0.00	\$0.00
Hill City	465	Northeast	1	\$720.00				
Big Falls	254	Northeast	1	\$600.00	50.00			
Beaver Bay	170	Northeast	1	\$0.00	75	Blue Cross	\$6,240.00	\$12,480.00



THE SPOT FOR TIMELY NEWS AND INFO FOR AND ABOUT MINNESOTA CITIES

THURSDAY, NOVEMBER 12, 2015

Research Q of the Week: Changing Council Pay (11/12/15)

Question: *How do we change city council pay?*

Answer: How to change city council pay is a common question we get. State law provides the authority for altering **councilmember pay in statutory cities**. An attorney general opinion indicates that charter cities may either use the state statute or a charter provision to change councilmember pay.



Increasing pay

A city council may increase the pay to its members by passing an ordinance. However, following the passage and publication of the ordinance, the pay increase does not take effect until after the "next succeeding municipal election." A council can pass an ordinance raising pay at any time, but councilmembers will not see their pay increased until after the next election has occurred. The ordinance should indicate the date when, after the next election, the increase will take effect.

Lowering pay

If a city council wishes to lower the pay for its members, the council must pass an ordinance to do so. However, unlike a pay increase, a pay decrease can be effective immediately. An ordinance for an immediate reduction in councilmember pay is in effect for twelve months, unless a council specifies otherwise in the ordinance. After twelve months, council pay will revert to the original amount, unless the ordinance specifies something different.

How to pay councilmembers

State law does not indicate how councilmembers get paid or for which services. Some cities pay members for each meeting, other cities pay a set amount annually, and still other cities do something different. While cities have flexibility in determining how to pay councilmembers, how a city pays councilmembers should be explicitly described by the salary ordinance.

Though cities have flexibility in paying councilmembers, cities **may not include a provision for vacation or sick leave** in their councilmember compensation. At the same time, the statute says the elected official's salary cannot be diminished due to absence from official duties because of vacation or sickness.

Written by Quinn O'Reilly, staff attorney with the League of Minnesota Cities. Contact: qoreilly@lmc.org or (651) 281-1271.

This blog post conveys general information. It's not legal advice. Please check with your city attorney before acting on this information.

ABOUT ME

MNCities Blog

The League of Minnesota Cities is a membership organization dedicated to helping cities throughout Minnesota build quality communities through effective advocacy, expert analysis, trusted guidance, and collective action. The League serves its more than 830 members through advocacy, education and training, policy development, risk management, and other services. For more information, visit www.lmc.org.

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BLOG ARCHIVE

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▼ November (5)

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[Research Q of the Week: Changing Council Pay \(11/1...](#)

[Read the Nov-Dec 2015 Issue of Minnesota Cities Ma...](#)

[Research Q of the Week: Holiday Decorations in Min...](#)

2015 Minnesota Statutes

[Authenticate](#)

415.11 SECOND TO FOURTH CLASS CITIES; GOVERNING BODY SALARIES.

Subdivision 1. **Set by ordinance.** Notwithstanding the provisions of any general or special law, charter, or ordinance, the governing body of any statutory or home rule charter city of the second, third or fourth class may by ordinance fix their own salaries as members of such governing body, and the salary of the chief elected executive officer of such city, in such amount as they deem reasonable.

Subd. 2. **After next election.** No change in salary shall take effect until after the next succeeding municipal election.

Subd. 3. **Temporary reductions.** Notwithstanding subdivision 2 or a charter provision to the contrary, the governing body may enact an ordinance to take effect before the next succeeding municipal election that reduces the salaries of the members of the governing body. The ordinance shall be in effect for 12 months, unless another period of time is specified in the ordinance, after which the salary of the members reverts to the salary in effect immediately before the ordinance was enacted.

History: Ex1967 c 42 s 1,2; 1976 c 44 s 34; 2009 c 152 s 17

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Home News

Council votes itself pay raise, for 2017

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By Lisa Rosemore Herald-Review

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The Grand Rapids City Council is getting a raise, but not until 2017.

At Monday's regular meeting, the Grand Rapids City Council unanimously approved a resolution adjusting the pay rate for the mayor and city councilors effective Jan. 1, 2017. The monthly salary for the mayor will increase from \$800 to \$880 and the monthly salary for councilors will increase from \$600 to \$660.

City Administrator Tom Pagel explained that the council's by-laws call for the council to establish pay rates for the mayor and councilors in an even-numbered year, prior to the general election. Any pay rate increase becomes effective Jan. 1 of the following odd-numbered year. The rate adjustment is based on the Federal Reserve Bank of Minneapolis' published Consumer Price Index.

The last pay adjustment went into effect in 2009, Pagel

added.

Before making the motion to approve the increase, Councilor Dale Christy pointed out that an election will be held before the new pay increase goes into effect, and that the new rate for 2017 keeps Grand Rapids "right in the middle" of council compensation for comparable cities.

In other council business:

- The council held its annual organizational meeting at the start of Monday's council meeting. The Grand Rapids Herald-Review was designated official newspaper and Councilor Bill Zeige was named mayor pro tem to perform the duties of mayor in the mayor's absence. American Bank, Deerwood Bank, Grand Rapids State Bank, Grand Rapids State Investments, Morgan Stanley, U.S. Bank and Wells Fargo Bank Minnesota were all designated as depository financial institutions for the city. The council also approved council representatives to boards, commissions and agencies.

- The council approved the purchase of two new Zamboni ice resurfacers in the amount of \$260,131.20. In November, the Minnesota Amateur Sports Commission awarded a grant to the city in the amount of \$135,000 for improving indoor air quality at the IRA Civic Center, and the grant funds will be used for the Zamboni purchase.

- The council approved a golf course maintenance contract with Ross Golf Course Grounds Consulting for the annual amount of \$50,000. Bob Cahill, director of Pokegama Golf Course, said the contract will be fully funded from Pokegama Golf Course funds and is included in the 2016 golf course operating budget.

- Jon Peterson was appointed at the city's building inspector.

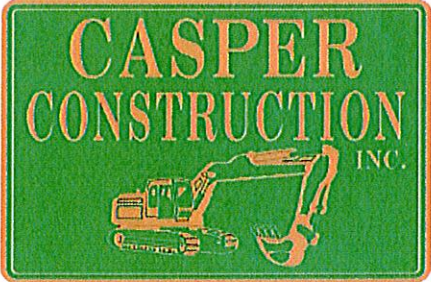
- Grand Rapids Police Investigator Andy Morgan was appointed as a sergeant for the Grand Rapids Police

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posted: January 13

COHASSET UPSTAIRS Efficiency, \$475/m, heat, lights, laundry incl. N/S, No

Effective Date: March 7, 2006

Amendments: 10-07-08 349A / 02-03-09 356A / 04-07-09 358A / 01-05-10 371A / 12-21-10 385A / 01-18-11 - 386A / 06-19-12 410A /

2.1 Government Officials**I. Elected City Officials**

2.1.01 Introduction to Elected City Officials. The elective officers of the City shall be a Mayor and six (6) members of the City Council (who shall be known as Council Members). The City Council will consist of a Mayor and Council Members from each of five wards. One Council Member will be elected by the voters of each of the respective five wards. The Mayor and one Council Member at large shall be elected by the voters of the entire City.

2.1.02 Mayor. The Mayor is the presiding officer of the Council and is a regular member of the City Council. The Mayor is the highest-ranking elected official in the City. In fulfilling the duties and responsibilities of the office of Mayor, the Mayor shall be empowered and required to do the following:

Subd. 1 Functions and Duties. The Mayor has all of the duties and powers of a Council Member in addition to those as Mayor. In fulfilling the duties and responsibilities of the office of Mayor, the Mayor shall be empowered and required to do as follows:

- A. In conjunction with the City Administrator serve as the City's representative before the Minnesota Legislature, federal agencies, and other local governments.
- B. Perform ceremonial duties on behalf of the City and promote and represent the community as required.
- C. Enforce all laws, City Code provisions, and resolutions of the City and, as necessary, make and adopt recommendations for revisions or additions to existing ordinances as codified in this Code, and the City's rules and regulations.
- D. In conjunction with the Council, make such appointments as authorized to promote the smooth administration and operation of the City.
- E. Attend and participate in discussions at all meetings of the Council and other bodies as required.
- F. Fulfill the responsibilities of the office of Mayor where statutory reference is made to the position.
- G. Perform such other duties as may be placed under the Mayor jurisdiction by Council action or as required by law.

Subd. 2 Term of Office. Pursuant to the authority vested in the Council by Minn. Stat., Chapter 412, the term of office of the Mayor of the City shall be four years.

(Ordinance 157A)

State law references: Authority to provide for four-year term, Minn. Stats. § 412.022.

Subd. 3 Salary. The salary of the Mayor of the City of Cloquet will be \$6,000 per year payable at the rate of \$500 per month. The compensation for the Mayor will not include benefits for health care, life insurance or dental insurance. In addition, the Mayor will be paid \$150 per meeting for each regularly scheduled Council meeting actually attended, up to a maximum of an additional \$300 per month. The Mayor will be allowed up to a maximum of two approved absences per calendar year from regularly scheduled meetings before the Mayor will suffer any reduction in supplemental pay for attendance of such meetings as provided herein. All absences from meetings must be approved and any absences not approved or excess of the two absences permitted herein will result in a reduction in supplemental pay for non-attendance. The salary and compensation of the Mayor may be adjusted as permitted by ordinance from time to time by the City Council.

2.1.03 Council Member. There will be six (6) council members on the City Council. There will be one council member who resides in and is elected from each of the five (5) city wards, and one additional councilor who resides in the City and is elected at large.

Subd. 1 Functions and Duties. Council Members are elected by and represent their respective wards as representatives on the City Council. In fulfilling the duties and responsibilities of the office of council member, each shall be empowered and required to do as follows:

- A. Formulate policies, adopt ordinances and exercise city powers as a member of the City Council.
- B. Act as liaisons between city government and the general citizens of the City and the people they represent.
- C. Enforce all laws, City Code provisions, and resolutions of the City and, as necessary, make and adopt recommendations for revisions or additions to existing ordinances, rules and regulations.
- D. In conjunction with the entire Council, make such appointments as authorized to promote the smooth administration and operation of the City.
- E. Attend and participate in discussions at all meetings of the Council and other bodies as required.
- F. Fulfill the responsibilities of the office of council member where statutory reference is made to the position.
- G. Provide guidance to the City Administrator with regard to City matters and provide input regarding the future development of the City.

Subd. 2 Term of Office. The term of office for Council Members shall be four years.

State law references: Authority to provide for four-year term, Minn. Stats. § 412.022.

Subd. 3 Salary. The salary of Council members for the City of Cloquet will be \$4,800 per year, payable at a rate of \$400 per month. The compensation for members of the City Council will not include benefits for health care, life insurance or dental insurance. In addition, each member of the City Council will receive \$100 per regularly scheduled Council meeting actually attended up to a maximum of \$200 per month. Each Council member will be allowed up to a maximum of two approved absences per calendar year from regularly scheduled meetings before the Council member will suffer any reduction in supplemental pay for attendance of such meetings as provided herein. All absences from meetings must be approved and any absences not approved or excess of the two absences permitted herein will result in a reduction in supplemental pay for non-attendance. The salary and compensation of members of the City Council may be adjusted as permitted by ordinance from time to time by the City Council.

CLOQUET CITY COUNCIL WORK SESSION
Tuesday, January 5, 2016

Present: Bjerkness, Kolodge, Langley, Maki, Rock, Wilkinson, Mayor Hallback

Absent: None.

Staff: Fritsinger, Klassen, C. Peterson

Other: Andy Hubley, ARDC, Jamie Lund, Pine Journal, Jeff Lindstrom, Churchill Elementary

Slate Street Safe Routes to School Sidewalk Project

Per the request of the Council, Andy Hubley of ARDC reviewed how the Slate Street Safe Routes Project was identified. The process started in 2013 with MnDOT working with the community to come up with the plan. The plan is centered around non-infrastructure programs and enforcement. Process includes the city, schools, parent volunteers and a 9 month process with public outreach. The team analyzed which streets near schools lack sidewalks. Other recommendations going along with the plan include a bicycle safety curriculum at the schools, walking school buses, and events that enforce and encourage such as bike/walk to school days that promote safety. Mr. Hubley stated there may be a bigger push in the future with the older population walking and biking. Discussion highlights are as follows:

- Mr. Bjerkness questioned if the Slate Street residents were involved with the planning process? Up to this point, only the residents that have children in school were involved. The City held a public meeting in September and those in attendance were not in favor of the project. The general feedback was this project offers a solution to a problem that doesn't exist. From a staff view, it's a neighborhood project, not just safe route for kids and it makes sense as part of the transportation corridor.
- Jeff Lindstrom, teacher at Churchill School, offered the school's view. There is a concern with the number of parents dropping off kids at school. Child safety is their #1 concern. The amount of traffic is an issue, if they can get more kids to walk to school via a sidewalk, it would help.
- Caleb Peterson asked the Council to identify where they would like to see the project go. It is a time consuming process for staff when dealing with federal funds. If there is a chance the Council would not like to proceed, the sooner the decision, the better. Mr. Peterson also noted that he feels this project may benefit the park more than the school.
- Question on the funding, if this is phase 1, how long before funding for phase 2? Mr. Peterson stated the City can apply each year. There are other focus areas in that same area that have been identified to fit in with the plans. Mr. Hubley stated that the funding has moved into a state source, making funding easier to obtain for future projects. Future infrastructure dollars may be used as a possibility if this project is done. If you turn the money back and don't do project, you may not get funding again.
- Ms. Wilkinson asked if there is any flexibility with the design standards and funding? Mr. Peterson answered that design standards won't change. This project has been approached from the beginning as minimal impact to the residents. Matching driveway

cuts will be the most intrusive issue, with possibly some trees being cut. The City has no issue with replacing some of the trees.

- Mr. Rock voiced his concern over the crosswalk safety at the schools. If there is the opportunity to increase the safety around the school, he feels passing on this project is the wrong choice. However, the school needs to also do their part to advance safety.
- Mr. Fritsinger reminded that the intent of this discussion is for a review of the plan. There is a resolution on the regular agenda for approval to hold a public hearing for this project, with the intent of gaining public feedback. It is not a formal project improvement/assessment hearing.

City Council Pay

At the request of Council, Mr. Fritsinger put together information on the current City Council/Mayor pay in comparison with cities of similar size. No action to be taken, just information on where Cloquet sits in comparison and what the process entails if they want to move forward with a discussion. Salaries have stayed the same since mid-1990's.

- Discussion of number of meetings attended and salary limitations.
- Ms. Wilkinson feels Council salary is different than a job. It is a commitment.
- Mr. Bjerkness stated a higher salary may be an enticement for quality people to run for Council.
- Mr. Rock said Council members are making sacrifices to attend meetings.
- Mr. Kolodge is satisfied with the current salary, but 20 years is a long time for no change. There is a big difference when comparing to County Commissioner salary.
- Mr. Langley asked about changing committee meeting times noting day meetings are hard for members to attend due to work.
- Mr. Fritsinger asked if there is interest in continuing the discussion, or leave alone? If there were to be a change, it wouldn't take place until 1/01/17.
- Mr. Hallback feels this should be addressed.
- Mr. Kolodge suggested the possibility of a percentage each year. Mr. Fritsinger hasn't seen any communities who have done that.
- Mr. Langley feels the biggest issue is only being paid for 2 meetings a month.
- Mr. Fritsinger will do more research and bring back to Council.

Strategic Plan Update

Mr. Fritsinger updated the Council on the current status of identified goals and stated progress is reasonable with the amount of items identified. Some items will require more discussion regarding where they stand. He is continuing to work on community visioning with the biggest challenge being public discussion regarding taxes.

City Administrator's Evaluation

Reminder to return Mr. Fritsinger's evaluation. Review of the evaluation will take place during a closed portion of the meeting.

Future Agenda Items

- Joint meetings will begin, Planning Commission will be the first. Parks Commission. Agenda items will be limited during the joint meetings. If there are major topics that need to be addressed, we may need to schedule special Work Session meetings.
- Acting Mayor – there has never been a formal rotation process. Ms. Wilkinson volunteer for 2016.

- Boards/Committees/Commissions – Discussion on reappointments and vacancies. Mr. Fritsinger noted someone from the Council may want to be on the HRA Board due to the number of projects they are getting involved in. Mr. Fritsinger will check if the 3 members on the WLSSD Board are attending those meetings. Typically one seat has been held by a Council member.

There being no further business, the meeting adjourned at 7:00 p.m.

Respectfully Submitted,

Brian Fritsinger
City Administrator



Regular Meeting

Roll Call

Councilors Present: Bjerkness, Kolodge, Langley, Maki, Rock, Wilkinson, Mayor Hallback

Councilors Absent: None

Pledge of Allegiance

AGENDA

MOTION: Councilor Langley moved and Councilor Bjerkness seconded the motion to approve the January 5, 2016 agenda. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Kolodge moved and Councilor Maki seconded the motion to approve the minutes of the Work Session and Regular Meeting of December 15, 2015. The motion carried unanimously (7-0).

CONSENT AGENDA

MOTION: Councilor Bjerkness moved and Councilor Langley seconded the motion to adopt the consent agenda of January 5, 2016 approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 16-03, Authorizing the Payment of Bills and Payroll
- b. Resolution No. 16-01, A Resolution Designating Official Depositories for 2016
- c. 2016 Budgeted Transfers
- d. Official Newspaper for 2016
- e. Employee Pay Plan for 2016
- f. Standing Rules of City Council
- g. 2016 Business License Renewal
- h. Northeast Service Cooperative Joint Powers Agreement

PUBLIC HEARINGS

There were none.

PRESENTATIONS

There were none.

CITY COUNCIL MEETING CALENDAR

MOTION: Councilor Rock moved and Councilor Kolodge seconded the motion to adopt the 2016 City Council meeting calendar and rescheduled the March 1, 2016 Regular and Work Session meetings for Wednesday, March 2, 2016. The motion carried unanimously (7-0).

2016 ACTING MAYOR

MOTION: Councilor Bjerkness moved and Councilor Rock seconded the motion to appoint Councilor Wilkinson as Acting Mayor for the 2016 calendar year. The motion carried unanimously (7-0).

2016 FEE SCHEDULE

MOTION: Councilor Maki moved and Councilor Wilkinson seconded the motion to adopt **ORDINANCE NO. 452A, AN ORDINANCE OF THE CITY OF CLOQUET ESTABLISHING THE CITY FEES AND CHARGES FOR 2016**. The motion carried unanimously (7-0).

The City Council of the City of Cloquet hereby ordains as follows:

Section 1.

- A. Policy and Purpose. By enactment of this Ordinance, the City Council intends to establish fees and charges required by the City Code for the year 2016 and to comply with Minnesota Statutes, §462.353, Subd. 4.
- B. Fees and Charges. The fees and charges for the City for the year 2016 are as set forth on "Exhibit A" hereto.
- C. Application. Where a direct conflict exists between the amount of a fee or charge set by any provision of the City Code and a fee or charge set by this Ordinance, the fee or charge set by the Ordinance applies.

Section 2. Effective Date. This Ordinance shall be effective immediately upon its passage and publication according to law.

PUBLICATION OF SUMMARY OF ORDINANCE NO. 452A

MOTION: Councilor Langley moved and Councilor Rock seconded the motion to adopt **RESOLUTION NO. 16-02, AUTHORIZING PUBLICATION OF A SUMMARY OF ORDINANCE NO. 452A, AN ORDINANCE ESTABLISHING THE CITY FEES AND CHARGES FOR 2016.** The motion carried unanimously (7-0).

WHEREAS, the City Council of the City of Cloquet has duly adopted **ORDINANCE NO. 452A, AN ORDINANCE ESTABLISHING THE CITY FEES AND CHARGES FOR 2016;** and

WHEREAS, Minnesota Statute 412.191 requires that ordinances shall be published at least once in the official newspaper; and

WHEREAS, the City council has determined that the cost of publishing and entire section of the Code as proposed to be adopted by the City Council would be extremely expensive given the number of pages to be published; and

WHEREAS, Minnesota Statutes 412.191, Subd. 4, authorizes a municipality to publish only the title and a summary of lengthy ordinances or ordinances which contain charts or maps if the City Council determines that such publications would clearly inform the public of the intent and effect of the ordinance; and

WHEREAS, it is the intent of the City Council to act in accordance with all local, state, and federal laws, to inform the public of change in municipal laws, and to remain responsible financially with public funds.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, hereby authorizes the publication of a summary of Ordinance No. 452A; and

BE IT FURTHER RESOLVED, that a copy of Ordinance No. 452A shall be available for public viewing online at www.ci.cloquet.mn.us, at City Hall and at the Cloquet Public Library for a period of not less than thirty (30) days from the date of publication; and

BE IT FURTHER RESOLVED, that the summary publicized in the official newspaper shall be in the following form:

Summary Description
NOTICE OF SUMMARY
PUBLICATION OF ORDINANCES

On January 5, 2016, at its Regular Meeting, the Cloquet City Council adopted Ordinance No. 452A, a one page ordinance that details all of the various changes to the City's various fees and charges related to licensing, miscellaneous, property, utility and services.

The specific title of the ordinance is "AN ORDINANCE ESTABLISHING THE CITY FEES AND CHARGES FOR 2016". The full ordinance and related exhibits are available to the public for inspection online at www.ci.cloquet.mn.us or during regular office hours at the Cloquet Public Library or City Hall.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 5TH DAY OF JANUARY, 2016.

DEBT MANAGEMENT POLICY

MOTION: Councilor Bjerkness moved and Councilor Rock seconded the motion to approve the City of Cloquet Debt Management Policy. The motion carried unanimously (7-0).

SUMMARY OF CONCLUSIONS OF EVALUATION OF PERFORMANCE OF CITY EMPLOYEE

On December 15, 2015, the City Council evaluated the performance of Kerrick Johnson as Police Officer for the City. Mr. Johnson requested that the evaluation be in an open meeting. In accordance with the Minnesota Open Meeting Law, the City Council is required to summarize the conclusions of the evaluation of the performance of Mr. Johnson reached by the City Council at the December 15, 2015 meeting.

A summary of conclusions regarding the evaluation reached by the City Council are as follows:

- Mr. Johnson was not able to perform his job as Police Officer for the City.
- As a result, the City Council approved a motion that Mr. Johnson be removed from employment with the City of Cloquet, effective December 15, 2015.

CITY COUNCIL BOARDS/COMMISSION APPOINTMENTS

MOTION: Councilor Rock moved and Councilor Bjerkness seconded the motion to reappoint the various residents identified in the staff memorandum dated December 18, 2015 to the Committees, Commissions and Boards identified. The motion carried unanimously (7-0).

MOTION: Councilor Langley moved and Councilor Rock seconded the motion to reappoint the members of the City Council to liaison positions with the various Boards and Commissions identified in the staff memorandum dated December 18, 2015 with the following changes:

- Steve Langley – CAFD Board (12-31-18)
- Roger Maki – CAFD Board Alternate
- David Bjerkness – EDA (12-31-21)

The motion carried unanimously (7-0).

WORK TRUCK RELATED EQUIPMENT

MOTION: Councilor Kolodge moved and Councilor Maki seconded the motion to authorize the purchase of related truck body equipment for a One-Ton Truck previously approved for the Park Department. The motion carried unanimously (7-0).

SLATE STREET SIDEWALK PUBLIC HEARING DATE

MOTION: Councilor Maki moved and Councilor Kolodge seconded the motion to adopt **RESOLUTION NO. 16-04, A RESOLUTION SETTING PUBLIC HEARING DATE ON THE PROPOSED 2016 SLATE STREET SIDEWALK EXTENSION**, with a proposed hearing date of February 2, 2016. The motion carried unanimously (7-0).

PUBLIC COMMENTS

There were none.

COUNCIL COMMENTS/UPDATES

There were none.

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

Brian Fritsinger, City Administrator

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Holly Butcher, Community Development Director
Reviewed By: Brian Fritsinger, City Administrator; Caleb Peterson, Assistant City Engineer
Date: January 7, 2016

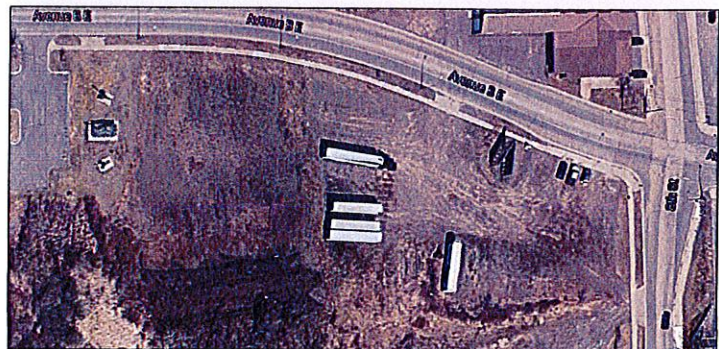
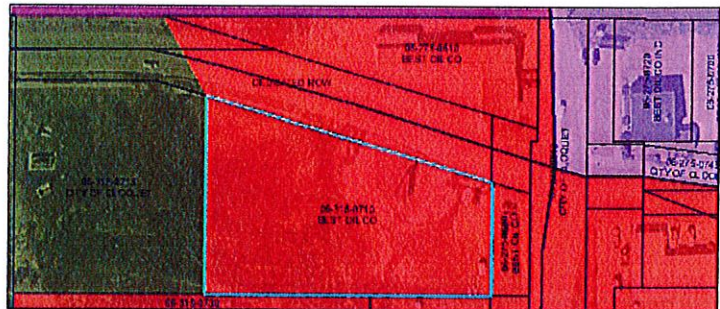
ITEM DESCRIPTION: Acquisition of Best Oil Property on the Southwest corner of Avenue B and 8th Street

Proposed Action

Staff recommends that the City Council move to approve the acquisition of the Best Oil property on the southwest corner of Avenue B and 8th Street for \$124,000 from the General Fund and authorize the City Administrator, Mayor and City Development Attorney to execute any necessary legal documents on behalf of the city.

Background / Overview

The property owned by Best Oil Company on the southwest corner of Avenue B and 8th Street has been identified in a number of city plans and by city staff as a strategic parcel to acquire. Specifically, the lot is identified in the Waterfront Master Plan. The Plan calls out a potential future park expansion. During the Plan development, the concept of a joint VFW/Legion/DAV complex on this parcel was also discussed. Secondly, Public Works staff formerly utilized this corner for snow storage (the lot now leased by Kemps) and has discussed the need to purchase or secure a site downtown for additional snow removal storage to reduce costs of hauling snow out of the downtown area. In big picture terms, overall downtown snow storage is an issue of increasing concern for the department as existing sites (Vets, Jarden, Dunlap Island) are being repurposed. Third, the site has been identified as having economic development potential in providing an opportunity to allow a business or nonprofit business a site to situate a new building in the downtown area.



As such, the City has discussed acquiring the property with the owner directly. The Council should be aware that the lot is not currently listed for sale, the owners had prepared an appraisal and were in the process of listing the lot for sale when contacted by the City.

Staff, in consultation with the City's Development Attorney, have prepared and presented a purchase agreement for the property (see attached). The agreement reached is for the amount of \$124,000 cash with several contingencies. These contingencies include Council approval, continuation of existing lease for its remainder subject to conditions, and completion of Phase 1 Environmental Review by the City. Staff will order the Phase 1 Environmental Review upon acceptance of the agreement by the City Council. The seller has verbally accepted the City's offer.

City staff believes this is the right time and opportunity to secure this lot in order to preserve its future use for the priorities of the City Council.

Policy Objectives

The acquisition of this property will help facilitate any number of goals identified by the City, yet to be determined at this time. Those goals include the topical areas of Parks, Public Works/Street Department, and Economic Development.

Financial/Budget/Grant Considerations

The purchase price of \$124,000 will be an unbudgeted expenditure. Related costs will include a Phase I environmental review along with other minor costs related to preparation of agreements and other closing preparation costs etc. As an unbudgeted expenditure, the proceeds will come from the General Fund reserve balance.

Advisory Committee/Commission Action

None.

Supporting Documents Attached

- Purchase Agreement

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is effective as of _____, 2016 (the "Effective Date"), between Best Transport, Inc., a Minnesota corporation, whose registered office address is 30 North 8th Street, Cloquet, Minnesota 55720-1601 ("Seller"), and the City of Cloquet, a Minnesota municipal corporation with a business address at 1307 Cloquet Avenue, Cloquet, Minnesota 55720-1656 ("Buyer").

IN CONSIDERATION of the promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Sale of Property.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller the real property located in the City of Cloquet, County of Carlton, State of Minnesota, which property is legally described in the attached Exhibit A, together with all improvements, rights-of-way, and rights benefiting or appurtenant thereto (collectively referred to as the "Property").
2. **Purchase Price and Manner of Payment.** The total purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property shall be One Hundred and Twenty Four Thousand and 00/100 Dollars (\$124,000.00) in lawful money of the United States of America. The Purchase Price shall be payable on the Date of Closing (as defined in Paragraph 3 of this Agreement).
3. **Closing.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall be on or before _____, 2016 by Buyer providing ten (10) days' notice to Seller, or such other date as may be mutually agreed to by the parties (the "Date of Closing" or "Closing Date"). The Closing shall take place at the offices of _____ (the "Title Company"), or at such other place as may be agreed to by the parties. The parties shall deliver the following documents at Closing:
 - a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and deliver to Buyer the following (collectively, "Seller's Closing Documents"):
 - i. **Deed.** A General Warranty Deed (the "Deed") conveying the Property to Buyer free and clear of all encumbrances, liens, covenants, conditions, easements, restrictions, reservations, and assessments.
 - ii. **Title Documents.** Such other affidavits, compliance agreements, or other documents as may be reasonably requested by Buyer or the Title Company.
 - b. **Buyer's Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents"):
 - i. **Purchase Price.** The Purchase Price in lawful money of the United States of America and immediately available funds.
 - ii. **Title Documents.** Such Affidavits of Purchaser, Certificates of Real Estate Value (or such information as may be necessary for the Title Company to file an eCRV), compliance agreements, or other documents as may be reasonably requested by Seller or the Title Company.
4. **Possession.** Seller shall deliver possession of the Property to Buyer immediately following the Closing.

5. **Prorations.** Seller and Buyer agree to the following allocations of costs regarding this Agreement:
- a. **Seller's Closing Costs.** Seller shall pay the State Deed Tax payable on the recording of the Deed to be delivered by Seller under this Agreement, the cost of obtaining the title commitment described in Section 6, and one half (1/2) of the closing fees.
 - b. **Buyer's Closing Costs.** Buyer shall pay all other costs to close the transaction contemplated by this Agreement.
 - c. **Real Estate Taxes and Special Assessments.** General real estate taxes payable in the year of Closing shall be prorated between Seller and Buyer as of the date of Closing. All levied and pending special assessments shall be paid by Seller at Closing. Buyer shall be responsible for real estate taxes payable in the years subsequent to the year of the Closing.

6. **Title Evidence.** As soon as reasonably possible, but no later than fourteen (14) days after the Effective Date, Seller shall, deliver to Buyer (a) copies of documents evidencing recorded and unrecorded encumbrances listed on Exhibit B (the "Permitted Encumbrances") that are in Seller's possession and (b) a commitment for an owner's title insurance policy issued by the Title Company in an amount equal to the Purchase Price. Buyer shall be allowed ten (10) business days after receipt of the later of (i) the Permitted Encumbrance documents, (ii) the commitment for title insurance, and (iii) the survey described hereafter for examination of title and the making of any objections thereto, such objections to be made in writing or deemed to be waived. If any objections are so made, Seller shall be allowed thirty (30) days to correct such objections to the satisfaction of Buyer. Pending correction of title, the payments hereunder required shall be postponed, but upon correction of title and within ten (10) days of written notice, Buyer shall perform this Agreement according to its terms. At Closing, Seller agrees to deliver to Buyer and the Title Company such Seller's Affidavits as the Title Company shall require to provide extended coverage over the standard exceptions for parties in possession (other than under the Permitted Encumbrances), and mechanic's liens not caused by Buyer.

If the condition of title is not corrected to Buyer's satisfaction within thirty (30) days from the date of written objection thereto, as above provided, Buyer shall either:

- (a) Terminate this Agreement by written notice to Seller, and, in such event, receive a refund from the Title Company of all monies paid hereunder, if any, together with any interest earned thereon; or
- (b) Waive any defect in title, and, in such event, proceed to close the transaction contemplated by this Agreement without offset against the Purchase Price (provided, that Buyer may require that the purchase price be applied as necessary to obtain satisfaction or release of mortgages or other liens granted or created by Seller).

If Buyer has not provided written notice to Seller of Buyer's election to terminate this Agreement pursuant to (a) above, within five (5) business days after written demand by Seller that Buyer elect to either terminate this Agreement pursuant to (a) above or waive its objections pursuant to (b) above, then Buyer shall be deemed to have waived its objections. Seller shall have no obligation to commence legal proceedings or otherwise incur any material expense, or to otherwise engage in any particular efforts, to attempt to cure title defects.

Further, within thirty (30) days after execution of this Agreement Seller shall, at its expense, provide to Buyer a current ALTA survey of the Property, including an accurate legal description of the Property, including appurtenant easement(s), if any, provided for herein.

7. **Deliveries and Due Diligence.** Within five (5) business days of the Effective Date, Seller shall deliver to Buyer any records, plans, reports, tests, data and documentation related to the Property that are in Seller's possession. Buyer may conduct due diligence, including testing, title review, soil testing and property inspections, including without limitation the preparation of a Phase I Environmental Assessment, that Buyer deems necessary from the date of this Agreement through the Closing Date. For such purposes Buyer and its agents and consultants may enter upon the Property from time to time upon reasonable notice to Seller.

8. **Representations and Warranties by Seller.** Seller makes the following representations to Buyer as of the Effective Date and as of the Date of Closing:

- a. **Authority.** Seller represents and warrants to Buyer that Seller has the requisite power and authority to enter into this Agreement and the Seller's Closing Documents to be signed by Seller; that the execution, delivery and performance by Seller of such documents do not conflict with or result in violation of any judgment, order, or decree of any court or arbiter to which Seller is a party; and such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms.
- b. **Wells.** Seller certifies that Seller does not know of any "Wells" on the described Property within the meaning of Minn. Stat. §103I. This representation is intended to satisfy the requirements of that statute.
- c. **Sewage Treatment.** Seller states that, to the best of Seller's knowledge, no sewage is generated at the Property.
- d. **Environmental.** To the best of Seller's knowledge, (i) the Property has not been used as a hazardous waste disposal waste facility as defined in 40 C.F.R. § 260.10, (ii) the Property is free of any lien or encumbrance created by any applicable state or federal law, statute or regulation pertaining to environmental protection or hazardous waste, (iii) no hazardous wastes are located on or have been stored, generated, used, processed or disposed of on or released or discharged from the Property in violation of applicable law, and (iv) the Property is not known or believed to have been used as a landfill. For purposes of this provision, the term "hazardous waste" includes those substances listed in 40 C.F.R. § 261.30, or previously determined to be hazardous by any applicable local, state or federal law, statute or regulation.
- e. **Title.** As of the Closing Date, Seller will have good and marketable fee simple title interest to the Property.

9. **Representations, Warranties, and Covenants of Buyer.** Buyer represents, warrants, and covenants with and to Seller as follows:

- a. **Authority.** Buyer is a duly organized statutory city under the laws of the State of Minnesota; Buyer has the requisite power and authority to enter into this Agreement and the Buyer's Closing Documents to be signed by Buyer; such documents have been, or will have been by the Date of Closing, duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered; the execution, delivery and performance by Buyer of such documents do not conflict with or result in violation of Buyer's governing documents or any judgment, order, or decree of any court or arbiter to which Buyer is a party; and such documents are the valid and binding obligations of Buyer and enforceable in accordance with their terms.

10. **Seller's Condition Precedent to Closing.** Seller's obligation hereunder to close on the sale of the Property is subject to the condition precedent that Buyer shall have performed all of its material obligations under this Agreement on or before the Closing Date.

11. **Buyer's Contingencies.** The obligations of Buyer under this Agreement are contingent upon each of the following (the "Buyer's Contingencies"):

- a. **Representations and Warranties.** The representations and warranties of Seller contained in this Agreement shall be true at the time this Agreement is executed and on the Closing Date as if made on the Closing Date.

- b. Performance of Seller's Obligations. Seller shall have performed all of the obligations required to be performed by Seller under this Agreement on or before the Closing Date.
- c. Due Diligence. Buyer's completion of any due diligence it deems necessary in accordance with Paragraph 7 above and resolution of any objections raised by Buyer in connection with such due diligence.

Unless each of the above contingencies is satisfied, removed, or waived by Buyer on or before the date of Closing, Buyer shall have the right to cancel this Agreement by giving Seller written notification of Buyer's election to so cancel not later than the Closing Date; provided, however, that the contingencies described in **Paragraphs 11.a. through 11.c.**, inclusive, shall remain open until the Date of Closing. Upon the giving of Buyer's Cancellation Notice, this Agreement shall be null and void and Seller and Buyer agree to execute a cancellation of this Agreement.

12. Operation Prior to Closing; Existing Lease. During the time period between the Effective Date and the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent and reasonable business standards. Seller shall execute no contracts, leases, or other agreements regarding the Property during the Executory Period which extend beyond the Closing Date without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion.

Buyer acknowledges that the Property is subject to a Commercial Lease dated as of December 23, 2013, between Seller as landlord and Kemps LLC as tenant (the "Lease") and that the term of the Lease will continue for a period of time after the Closing. Seller shall be entitled to collect and retain as its property all rents and other amounts payable by the tenant under the Lease. With respect to the Lease, Seller and Buyer agree as follows:

- a. Seller agrees that throughout the remaining term of the Lease it will perform all of the obligations of the landlord when required and in accordance with the terms of the Lease. Upon a failure of the Seller to so perform, Buyer shall have the right, but not the obligation, to perform the landlord's obligations, as they relate to the Property, and Seller shall be liable to Buyer for any costs reasonably incurred by Buyer in taking such actions. Any such amounts shall be payable by Seller to Buyer within ten (10) days after written demand by Buyer to Seller.
- b. Seller agrees that it will not permit the Lease to be amended or the term of the Lease to be extended, as it relates to the Property, without Buyer's prior written consent, which consent may be withheld by Buyer in its sole discretion.
- c. Seller agrees that it will promptly enforce the tenant's obligations under the Lease. Seller hereby assigns to Buyer the right to enforce the tenant's obligations under the Lease if, after written demand by Buyer, Seller fails to do so, and Seller shall be liable to Buyer for any costs reasonably incurred by Buyer in taking such actions. Any such amounts shall be payable by Seller to Buyer within ten (10) days written demand by Buyer to Seller.
- d. Seller hereby assigns to Buyer the right to receive any awards relating to the Property which Seller, as landlord, would be entitled to receive under Section 16 of the Lease.
- e. Seller hereby agrees to indemnify, defend and hold harmless the Buyer and the governing body members, officers and employees thereof from and against any actions or claims by the tenant arising or purportedly arising under the Lease and by any third parties relating to or purportedly relating to the Lease and the transactions and activities

The forgoing agreements shall be ongoing and shall survive the Closing. In the event that the Buyer takes actions to enforce such agreements Seller shall be liable to Buyer for all costs, including reasonable attorneys' fee, incurred by Buyer to enforce such obligations of Seller.

13. **Brokers.** The parties represent to each other that neither has retained a broker or agent in connection with this transaction and shall indemnify each other for any claims, demands, causes of action and costs, including reasonable attorneys' fees, arising from any broker or agent claiming a commission or fee with respect to this transaction.

14. **Survival.** All of the representations, warranties, and indemnifications contained in this Agreement and, to the extent applicable, all of the terms and conditions of this Agreement, shall survive and be enforceable for a period of six (6) months after (i) the Closing and the delivery of the Deed or (ii) the cancellation of this Agreement. Notwithstanding the foregoing, the agreements contained in Section 12 shall survive and be ongoing.

15. **Notices.** Any notice required or permitted to be given by either party upon the other is given in accordance with this Agreement if notice is directed to Seller by delivering notice personally to Seller; or if notice is directed to Buyer, by delivering notice personally to Buyer; or if mailed in a sealed wrapper, properly addressed, by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile or email, copy followed by mailed notice as above required; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Best Transport, Inc.
 30 North 8th Street
 Cloquet, MN 55720-1601

If to Buyer: City of Cloquet
 1307 Cloquet Avenue
 Cloquet MN, 55720-1656
 Attention: City Administrator

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run one (1) business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, ten (10) days prior to the effective date of such change.

16. **Assignment.** Buyer may assign its interest in this Agreement. Upon assignment, Buyer shall promptly furnish Seller with the full name, address and telephone number of assignee, together with a copy of the assignment. No assignment shall operate to relieve Buyer from liability from any of its obligations under this Agreement.

17. **Counterparts; Execution.** This Agreement may be executed in counterparts and, upon execution, each counterpart shall be considered an original. Submission of drafts of this Agreement by either party or its representatives to the other party or its representatives for review by facsimile transmission, electronic mail, or other means shall not be deemed an agreement to sell or purchase, and neither party shall have any obligations hereunder to the other party until both parties have executed this Agreement with manually affixed ink signatures. A copy of this Agreement executed in accordance with the preceding sentence may be transmitted by facsimile, electronic mail, or other means, and such transmission shall be as binding and operative as if an original with original signatures was delivered.

18. **Miscellaneous Governing Provisions.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota. No failure on the part of a party to this Agreement to exercise, and no delay in exercising, any rights contained in the Agreement shall operate as a waiver of such rights, nor shall any single or partial exercise of any rights hereunder preclude any other or further exercise of such rights or the exercise of any other right. All terms and words used in this Agreement shall be construed to include any other number and any other gender as the context or sense of this Agreement or of any paragraph of this Agreement may require as if such terms or words had been fully and

properly written in the appropriate number and gender. Any exhibits to this Agreement are a part of this Agreement. Captions are provided for convenience and ease of reference only and do not affect or modify the terms of any of the provisions of this Agreement. All of the provisions of this Agreement are separable, so if any provision of this Agreement is held to be ineffective by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect unless the invalidated provision is so fundamental to this Agreement that the remaining provisions do not reflect the parties' intent. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior Agreements and understanding between the parties with respect to the same, including, without limitation, any letters of intent. The terms of this Agreement have been cooperatively negotiated by and among the parties hereto, and this Agreement shall not be construed against any party hereto as its author. This Agreement may be modified only by a written instrument executed by both parties. There are no third party beneficiaries of this Agreement, intended or otherwise. Time is of the essence for each and every term of this Agreement. In computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included, and the last day of the period so computed shall be included; provided, however, that if the last day of a period or date of performance under this Agreement falls on a Saturday, Sunday or legal holiday (including, without limitation, any day on which U.S. Mail is not delivered), then the last day of the period or the date of performance will be deemed to fall on the next day that is not a Saturday, Sunday or legal holiday.

(Signature Page Follows)

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement effective as of the Effective Date.

SELLER:

BUYER:

Best Transport, Inc.,
A Minnesota corporation

City of Cloquet,
a Minnesota municipal corporation

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A

(Legal Description of the Property)

EXHIBIT B

(Permitted Encumbrances)


1. Commercial Lease dated as of December 23, 2013, between Seller as landlord and Kemp's LLC as tenant.



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: Caleb Peterson, Assistant City Engineer
Reviewed by: Brian Fritsinger, City Administrator 
Date: January 6, 2016

ITEM DESCRIPTION: Agency Relocation Agreement No. 1002241 with the MN Department of Transportation Regarding State Project No. 0906-48 on Trunk Highway No. 33

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION 16-05, APPROVING AGENCY RELOCATION AGREEMENT NO. 1002241 WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION REGARDING STATE PROJECT NO. 0906-48 ON TRUNK HIGHWAY 33.**

Background/Overview

Mn/DOT is currently working to prepare bid documents for a planned project along Highway 33 from the St. Louis River north to Stark Road. As the Council is no doubt aware, the pavement condition along this stretch of highway has been an issue for past few years resulting in at least two emergency patching projects. The planned 2016 improvements include a mill and overlay of roadway as well as some minor retrofits of the sidewalk system to ensure compliance with current ADA standards.

As part of the planned improvements, the State has identified a number of City owned sanitary sewer structures and water valves along the route which will need to be adjusted. As a permitted utility residing within State right-of-way, it is the City's responsibility to ensure any conflicts are resolved at our expense. The needed utility work is proposed to be completed via Cooperative Construction Agreement with the State which includes the following requirements:

- Mn/DOT will be the Lead Agency responsible for administering all construction contracts and supervising all construction.
- The City will pay for 100% of the construction costs plus an 8% construction engineering fee for adjustment of City owned utilities which are a part of this project.
- Upon award of the contract, the City will be invoiced for its anticipated cost share based on actual unit prices as submitted by the low bidder. Following completion of construction, a final bill will be submitted to the City, which will be adjusted based on all final costs associated with those items identified as the City's responsibility.

Policy Objectives

To work cooperatively with other State and Federal agencies on such projects of mutual interest.

Financial/Budget/Grant/Considerations

The total City cost is estimated at \$23,436. No funds were allocated for this project as part of the 2016 budget. Based on the Agreement Cost Schedule, the City's cost share would breakdown as follows:

- Water Fund ----- \$ 16,146
- Sanitary Sewer Fund----- \$ 7,290

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Agency Relocation Agreement No. 1002241
- Resolution No. 16-05

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

RESOLUTION NO. 16-05

**RESOLUTION APPROVING AGENCY RELOCATION AGREEMENT NO. 1002241
WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION
REGARDING STATE PROJECT NO. 0906-48 (T.H. 33).**

WHEREAS, the State plans to let a contract to construct State Project Number 0906-48 on Trunk Highway Number 33; and

WHEREAS, the City of Cloquet owns and operates water mains and sanitary sewers that are located on property where the State will construct the Project; and

WHEREAS, the Project will require the adjustment of the City's utility facilities; and

WHEREAS, the City has requested the State to perform the adjustment work as part of their Project in order to eliminate any interference.

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

That the City of Cloquet hereby approves Agency Relocation Agreement No. 1002241 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of costs associated with adjustment of various City owned sanitary sewer and water main facilities located along and adjacent to Trunk Highway No. 33 from the north end of Bridge #09009 over the Saint Louis River to 0.14 miles north of Stark Road under State Project No. 0906-48 (T.H. 33).

BE IT FURTHER RESOLVED that the Mayor and City Administrator are authorized and directed to execute the Agreement and any amendments to the Agreement on behalf of the City.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 19th DAY OF JANUARY, 2016.**

ATTEST:

Dave Hallback, Mayor

Brian Fritsinger, City Administrator

Prepared by the
Utility Agreements and Permits Unit
(Receivable)
(\$23,436.00)

S.P. 0906-48 (T.H. 33)

Location: On Trunk Highway 33 from the
north end of Bridge #09009 over the Saint
Louis River/Railroad Street to 0.14 mile north
of Stark Road

Utility Owner: City of Cloquet

MnDOT Agreement Number 1002241

AGENCY RELOCATION AGREEMENT

This Agreement Number 1002241 (Agreement) is between the State of Minnesota (State), acting through its Commissioner of Transportation and City of Cloquet, including its agents, contractors, and subcontractors (Utility Owner). This Agreement outlines the separate responsibilities of the State and the Utility Owner as part of a construction project.

RECITALS

The State plans to let a contract to construct State Project Number 0906-48 (Project) on Trunk Highway Number 33. The Project is located on Trunk Highway 33 from the north end of Bridge #09009 over the Saint Louis River/Railroad Street to 0.14 mile north of Stark Road.

The Utility Owner owns and operates water mains and sanitary sewers, their fixtures, and related equipment (Facilities) that are located on property where the State will construct the Project.

The Project will require the adjustment of the Utility Owner's Facilities. If the Utility Owner adjusted the Facilities or let a separate contract to adjust them, that relocation work would interfere with the Project. The Utility Owner has requested that the State perform the adjustment work as part of the Project. Including the Utility Owner's adjustment work in the State's Construction contract may eliminate duplication of services, facilitate activity coordination, simplify supervision, and expedite Project construction.

Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner appoints the State as its agent to perform the adjustment work as part of the Project and the State may adjust the Facilities as part of the Project on the trunk highway system.

State law requires a written agreement between the State and the Utility Owner that describes their separate responsibilities.

AGREEMENT

I. **Term/Termination**

- A. *Effective Date:* This Agreement is effective on the date the State obtains all signatures required by Minnesota Statutes, section 16C.05, subdivision 2.
- B. *Commencement of Work:* Upon notice of Agreement approval, the Utility Owner must promptly provide the State (and the State's Contractor (Contractor)) with any information necessary to commence and successfully prosecute the utility work according to the terms of the Notice and Order and a work schedule the State's Project Engineer (Project Engineer) approves.
- C. *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the Utility Owner's ongoing maintenance obligations, have been satisfactorily fulfilled.
- D. *Termination by the State:* The State may terminate this Agreement at any time, with or without cause, on 30 calendar days written notice to the Utility Owner. Upon termination, the State will be entitled to payment, on a pro rata basis, for satisfactorily performed services. The termination of this Agreement does not relieve the Utility Owner of its obligations under the Notice and Order.
- E. *Survival of Terms:* The following articles survive this Agreement's expiration or termination: (III) Utility Owner's Ongoing Maintenance Requirements; (V) Indemnification; and (VII) Governing Terms.

II. **Description of Work Procedures**

- A. *Plans:* The plans, which are attached to this Agreement as Exhibit A, indicate the present and proposed locations of the Facilities.
 - 1. If any changes to the plans or character of the work become necessary, the State and the Utility Owner must agree to the changes before the State makes (or directs the Contractor to make) them. If these changes require an amendment or supplement to this Agreement, the parties will negotiate such amendment or supplement in good faith, and the State is not obligated to commence such changes until such amendment or supplement is fully executed. The State will enter into such supplemental agreements with its Contractor as the State deems necessary to implement such changes.
 - 2. The Utility Owner authorizes the Project Engineer to make any minor field changes and adjustments to the plans, specifications, and special provisions

as the State deems necessary for efficient Project construction. The Utility Owner authorizes the State, on its behalf, to enter into supplemental agreements with the Contractor as necessary to implement these changes.

B. *State's Responsibilities*

1. The State will:
 - a. Advertise the Project for bids; and
 - b. Award a construction contract for the Project. This Project will include the relocation work.
2. Immediately after completing the bid opening procedures, the State will notify the Utility Owner of the actual cost in writing.
3. The Project Engineer will supervise and direct the Project, including the adjustment work, but the Utility Owner may inspect the work periodically. If the Utility Owner finds that any completed adjustment work is defective, it must inform the Project Engineer of these defects in writing; however, any recommendations the Utility Owner makes are not binding to the State. The State has the exclusive right to determine whether the Contractor has performed the work according to the plans, specifications, and special provisions.
4. The Project Engineer and the Utility Owner will perform a final inspection of the work. Once the State has accepted the adjustment work, the Project Engineer will inform the Utility Owner in writing, and the Utility Owner will assume ownership of the Facilities.

C. *Deletion of Work:* If the Utility Owner decides to delete the adjustment work from the Project, the Utility Owner will:

1. Be subject to the Notice and Order and remove and/or relocate the Facilities; and
2. Defend (at its own expense and to the extent Minnesota's Attorney General permits) indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action that deleting the relocation work causes. This obligation to indemnify extends to any attorney's fees.

- D. *Risk*: Risk of loss of partial or complete adjustment work will be on the Contractor or the Utility Owner as the current *Standard Specifications for Construction* set forth.

III. Utility Owner's Ongoing Maintenance Requirements

- A. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must follow the terms of the Permit when it performs any maintenance work.
- B. The Utility Owner may open and disturb the trunk highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of the emergency, the Utility Owner must immediately notify the State Patrol. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the Utility Owner must request a permit from the proper authority no later than the working day after it begins working in the right of way.

IV. Payment

- A. The State will determine the cost of the adjustment on a contract-unit-price basis. The Utility Owner authorizes the State to pay the Contractor directly for the adjustment work. As Exhibit B shows, the estimated cost of the Utility Owner's adjustment work is \$23,436.00.
- B. The Utility Owner agrees to pay the State the total cost it incurs to adjust the Facilities. The total cost will include:
 - 1. The construction cost, which consists of all of the Contractor's bid item costs to satisfactorily adjust the Facilities according to the plans, specifications, and special provisions; and
 - 2. The construction engineering cost, which is equal to 8 percent of the construction cost; and
- C. Immediately after opening bids and selecting the Contractor, the State will notify the Utility Owner of the total cost by providing a written cost schedule.
 - 1. The Utility Owner must accept or reject the total cost no more than 10 calendar days after receiving the cost schedule. If the Utility Owner does not provide this notification after 10 days, the State will consider the lack of response to be the Utility Owner's acceptance of the total cost and the State will proceed with the work.

2. If the Utility Owner chooses to delete its work from the State's contract, it will be obligated to remove or relocate its Facilities according to the terms of the Notice and Order.
- D. The State will issue the Utility Owner an invoice for the amount specified in the cost schedule. Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner will promptly reimburse the State for the relocation costs.
 - E. After the Contractor has completed the work required under its contract and the State has accepted the work, the State will prepare a final computation of the amount due from the Utility Owner.
 1. If the final total amount is greater than the amount the State has already received from the Utility Owner, the Utility Owner must promptly pay the difference, without interest, to the State.
 2. If the final total amount is less than the amount the State has already received from the Utility Owner, the State must pay the difference without interest, to the Utility Owner.
 - F. The final total cost constitutes payment in full for all adjustment work according to this Agreement. This amount also constitutes payment in full for any and all damages, claims, or causes of action of any kind or nature that the Utility Owner may have relating to the adjustment of the Facilities.

V. Indemnification

- A. The Utility Owner will defend (at its own expense and to the extent Minnesota's Attorney General allows), indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action arising from the Utility Owner's acts and omissions and from the State's (and its Contractor's) use of plans, designs, shop drawings, specifications, and special provisions prepared, reviewed, or approved by the Utility Owner. This indemnity obligation extends to any attorney's fees the State incurs in seeking to enforce this obligation, and in defending against any claims covered by this indemnity clause.
- B. The Utility Owner does not waive any defense or immunity of third parties. The Utility Owner, in defending any action on behalf of the State, will be entitled to assert every defense or immunity that the State could assert on its own behalf.

VI. Nondiscrimination

Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

VII. Governing Terms

- A. *Data Practices:* All parties must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13) as it applies to any data that a party to this Agreement receives, collects, stores, or disseminates under it. The Act provides civil liability for failure to comply with its requirements.
- B. *Applicable Law:* Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement or its breach must be in Ramsey County, Minnesota.
- C. *Waiver:* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce the provision or any subsequent breach of that provision.
- D. *Merger:* This Agreement contains all negotiations and agreements between the State and the Utility Owner with respect to the subject matter it contains. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- E. *Assignment:* The Utility Owner may neither assign nor transfer any rights or obligations under this Agreement without the State's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.
- F. *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.
- G. *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.

The remainder of this page was left blank intentionally.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed to be bound hereby.

CITY OF CLOQUET

By: _____

By: _____
Mayor

Its: _____

Date: _____

Date: _____

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

Department of Transportation
Recommended for Approval:

By: _____
District Engineer

Date: _____

Approved:

By: _____
Director, Office of Land Management

Date: _____

Office of Contract Management
Approved as to Form and Execution:

By: _____

Date: _____

Department of Administration

By: _____

Date: _____



CITY UTILITY ADJUSTMENT

F

STATION	OFFSET (FT)	LT / RT	SPEC. 2504	SPEC. 2506	DESCRIPTION
			ADJUST VALVE BOX - WATER EACH	ADJUST FRAME & RING CASTING EACH	
T.H. 33 N.B. ALIGNMENT					
115+93.85	11.0866	RT	1		
116+01.82	14.5236	RT	1		
116+02.96	9.3471	RT	1		(1)
121+99.42	7.7249	RT	1		
121+99.84	11.7616	RT	1		
122+00.99	10.1809	RT	1		
133+57.40	38.0569	RT	1		
133+60.52	42.7372	RT	1		
133+62.70	47.8346	RT		1	SAN (MH)
133+57.62	68.7621	RT		1	SAN (MH)
133+54.69	72.2851	RT	1		
135+37.40	24.7258	RT		1	SAN (MH)
149+22.44	47.7931	RT	1		
149+25.33	43.771	RT	1		
T.H. 33 S.B. ALIGNMENT					
133+67.69	23.0756	LT	1		
133+64.18	21.2512	LT	1		(1)
133+70.64	18.8667	LT	1		
133+75.61	22.8639	LT		1	SAN (MH)
135+97.72	22.3269	LT		1	SAN (MH)
137+93.81	22.5374	LT	1		
140+13.78	14.0412	LT		1	SAN (MH)
144+77.86	25.678	LT	1		
146+23.89	12.9554	LT		1	SAN (MH)
146+58.63	26.0515	LT	1		
146+92.11	23.9103	LT	1		
147+49.26	24.2311	LT	1		
149+26.51	33.0165	LT	1		
149+29.34	29.614	LT	1		
149+28.96	35.4337	LT	1		
149+31.67	32.8946	LT	1		
149+36.86	29.1994	LT		1	SAN (MH)
149+93.73	33.3923	LT		1	SAN (MH)
PROJECT TOTAL			23	9	

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8:14:47 AM

12/28/2015

Agreement #1002241 Exhibit A

DRAWN BY: ADB
CHECKED BY: BPS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

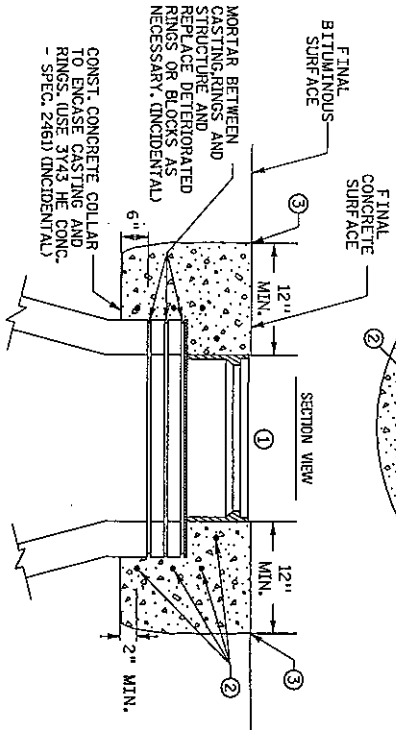
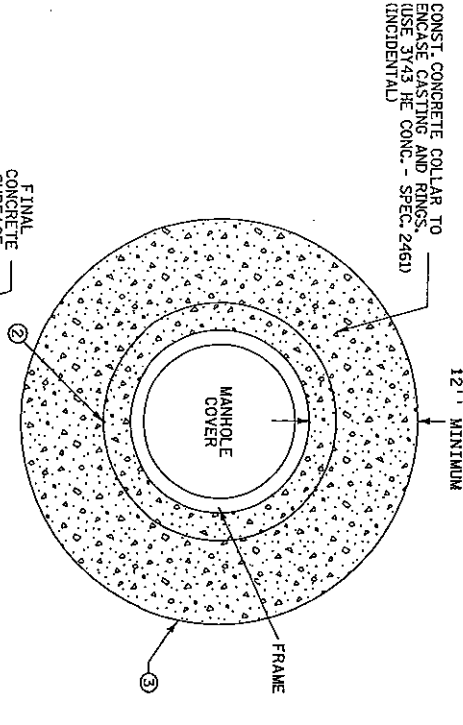
SIGNATURE: _____ DATE: _____
PRINTED NAME: _____ LIC. NO: _____



ADJUST FRAME AND RING CASTING DETAIL (3)

(NO SCALE)

PLAN VIEW



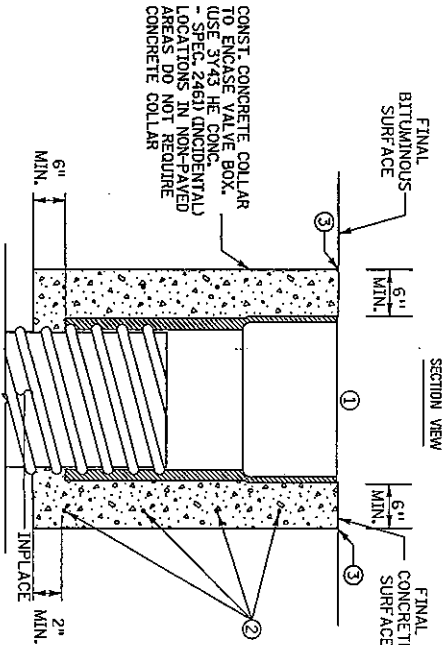
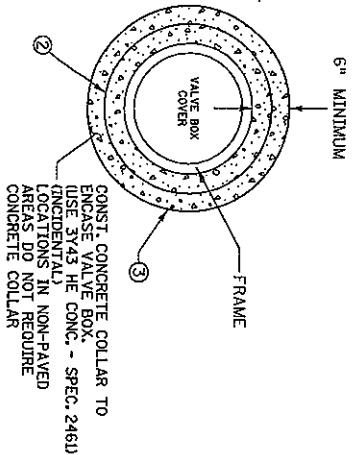
NOTES:

- 1 TOP OF CASTING SHALL BE 1/8" BELOW FINISHED BITUMINOUS SURFACE.
- 2 INSTALL #4 REINFORCING BARS AT 3" INTERVALS AND TIE IN ACCORDANCE WITH MIV/DOT SPEC. 2472. (INCIDENTAL)
- 3 CONCRETE COLLAR SHALL BE CIRCULAR LAYOUT. PAVEMENT AND BASE SHALL BE CUT OUT WITH ROTATING CUTTING SAW. LOCATIONS IN CONCRETE WALK OR CONCRETE SURFACING DO NOT REQUIRE CUT OUT.
- 4 LOCATIONS IN NON-PAVED AREAS, CONSTRUCT CONCRETE COLLAR TO 4" BELOW TOP OF COVER, PLACE 4" OF TOPSOIL, GRADE FLUSH WITH TOP OF COVER AND ESTABLISH TURF. (INCIDENTAL)

ADJUST VALVE BOX DETAIL

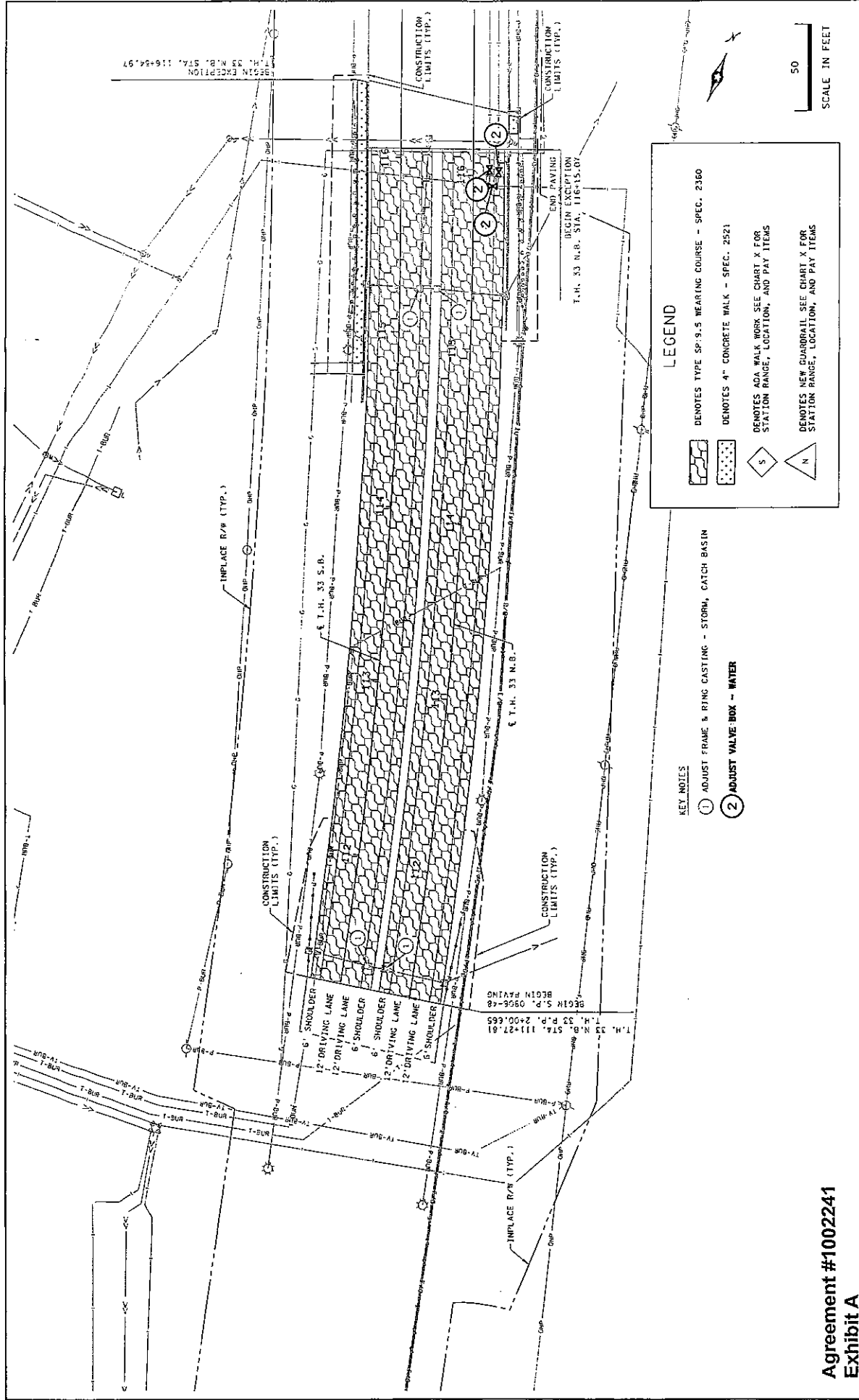
(NO SCALE)

PLAN VIEW



DRAWN BY: ADB CHECKED BY: BBS	REVISIONS: 1. REVISION: _____ 2. REVISION: _____ 3. REVISION: _____ 4. REVISION: _____ 5. REVISION: _____ 6. REVISION: _____ 7. REVISION: _____ 8. REVISION: _____ 9. REVISION: _____ 10. REVISION: _____	DATE: _____ PROJECT NO.: _____ SHEET NO. 21 OF 93 SHEETS
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Agreement #1002241
Exhibit A



LEGEND

- DENOTES TYPE SP-9.5 WEARING COURSE - SPEC. 2360
- DENOTES 4" CONCRETE WALK - SPEC. 2521
- DENOTES ADA WALK WORK SEE CHART X FOR STATION RANGE, LOCATION, AND PAY ITEMS
- DENOTES NEW GUARDRAIL SEE CHART X FOR STATION RANGE, LOCATION, AND PAY ITEMS

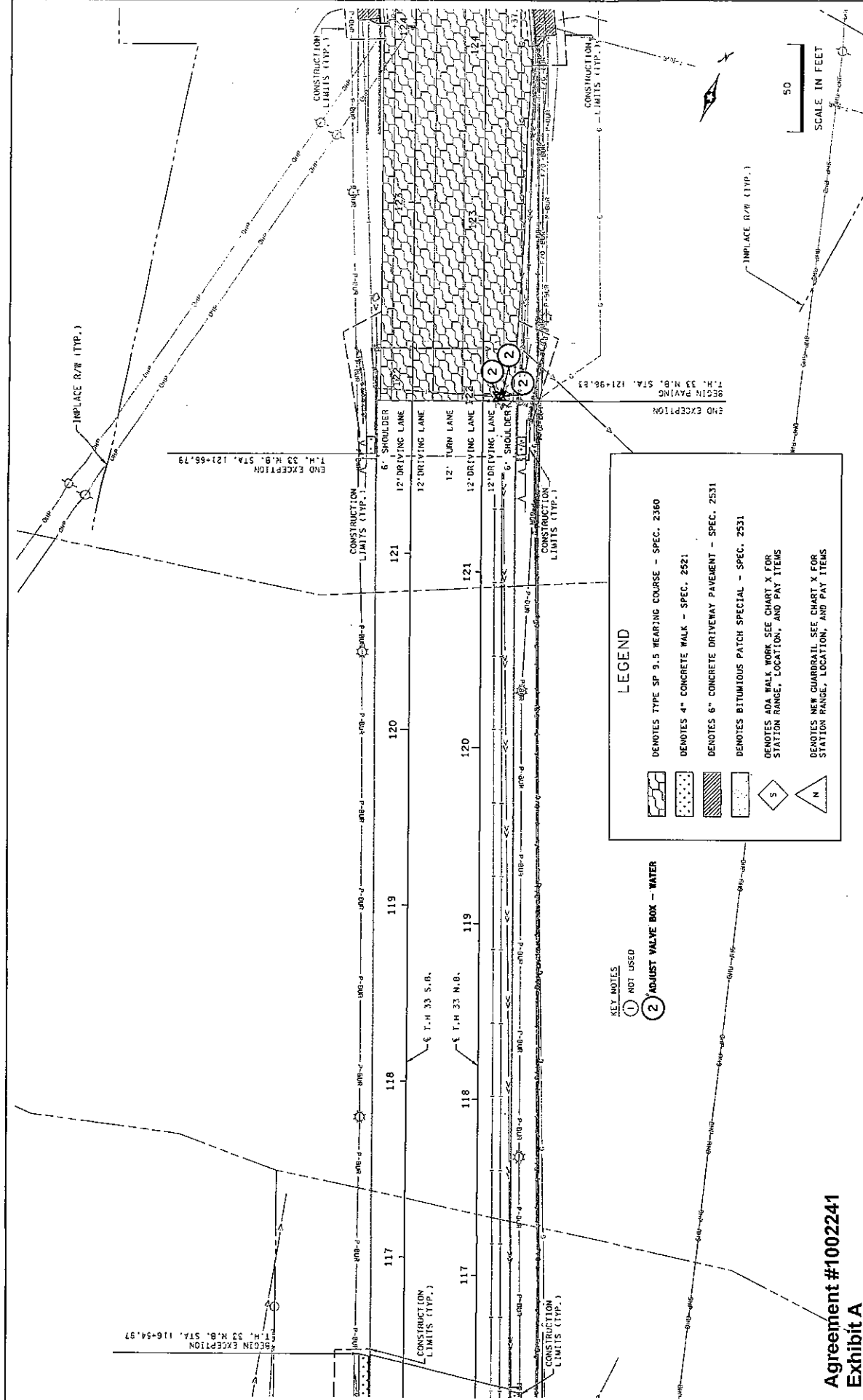
- KEY NOTES**
- 1 ADJUST FRAME & RING CASTING - STORM, CATCH BASIN
 - 2 ADJUST VALVE BOX - WATER

50
SCALE IN FEET

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MISSISSIPPI.

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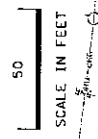
LEGEND

- DENOTES TYPE SP 9.5 WEARING COURSE - SPEC. 2380
- DENOTES 4" CONCRETE WALK - SPEC. 2521
- DENOTES 6" CONCRETE DRIVEWAY PAVEMENT - SPEC. 2531
- DENOTES BITUMINOUS PATCH SPECIAL - SPEC. 2531
- DENOTES ADA WALK WORK SEE CHART 'X' FOR STATION RANGE, LOCATION, AND PAY ITEMS
- DENOTES NEW CHAIRRAIL SEE CHART 'X' FOR STATION RANGE, LOCATION, AND PAY ITEMS








KEY NOTES

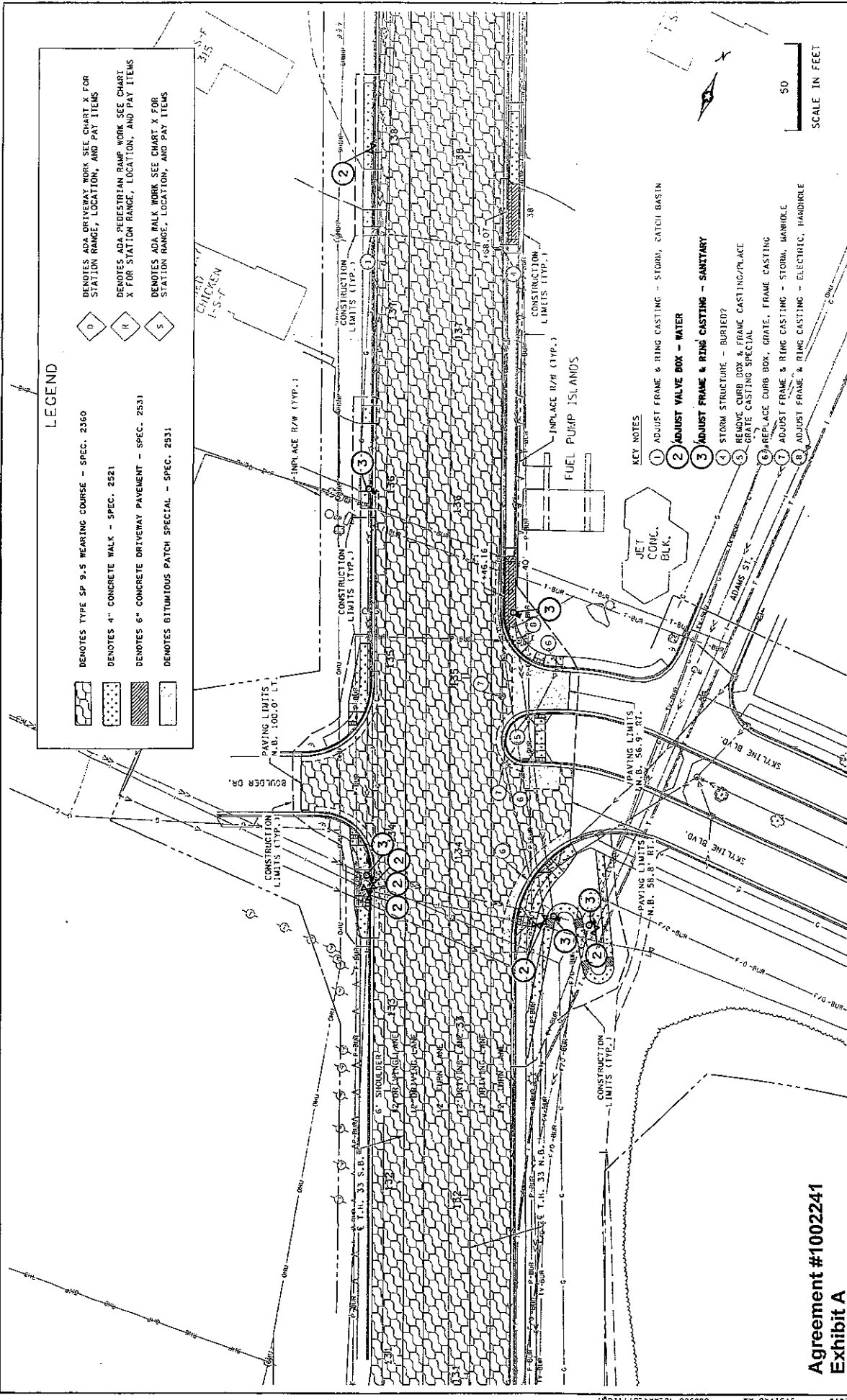
① NOT USED

② ADJUST VALVE BOX - WATER

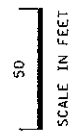


LEGEND

-  DENOTES TYPE SP 9-5 WEARING COURSE - SPEC. 2360
-  DENOTES 4" CONCRETE WALK - SPEC. 2521
-  DENOTES 6" CONCRETE DRIVEWAY PAVEMENT - SPEC. 2531
-  DENOTES BITUMINOUS PATCH SPECIAL - SPEC. 2531
-  DENOTES ADA DRIVEWAY WORK SEE CHART X FOR STATION RANGE, LOCATION, AND PAY ITEMS
-  DENOTES ADA PEDESTRIAN RAMP WORK SEE CHART X FOR STATION RANGE, LOCATION, AND PAY ITEMS
-  DENOTES ADA WALK WORK SEE CHART X FOR STATION RANGE, LOCATION, AND PAY ITEMS










- KEY NOTES**
- 1 ADJUST FRAME & RING CASTING - STORM, CATCH BASIN
 - 2 ADJUST VALVE BOX - WATER
 - 3 ADJUST FRAME & RING CASTING - SANITARY
 - 4 STORM STRUCTURE - BURIED?
 - 5 REMOVE CURB BOX & FRAME CASTING/PLACE GRATE CASTING SPECIAL
 - 6 REPLACE CURB BOX, GRATE, FRAME CASTING
 - 7 ADJUST FRAME & RING CASTING - STORM, MANHOLE
 - 8 ADJUST FRAME & RING CASTING - ELECTRIC, HANDHOLE

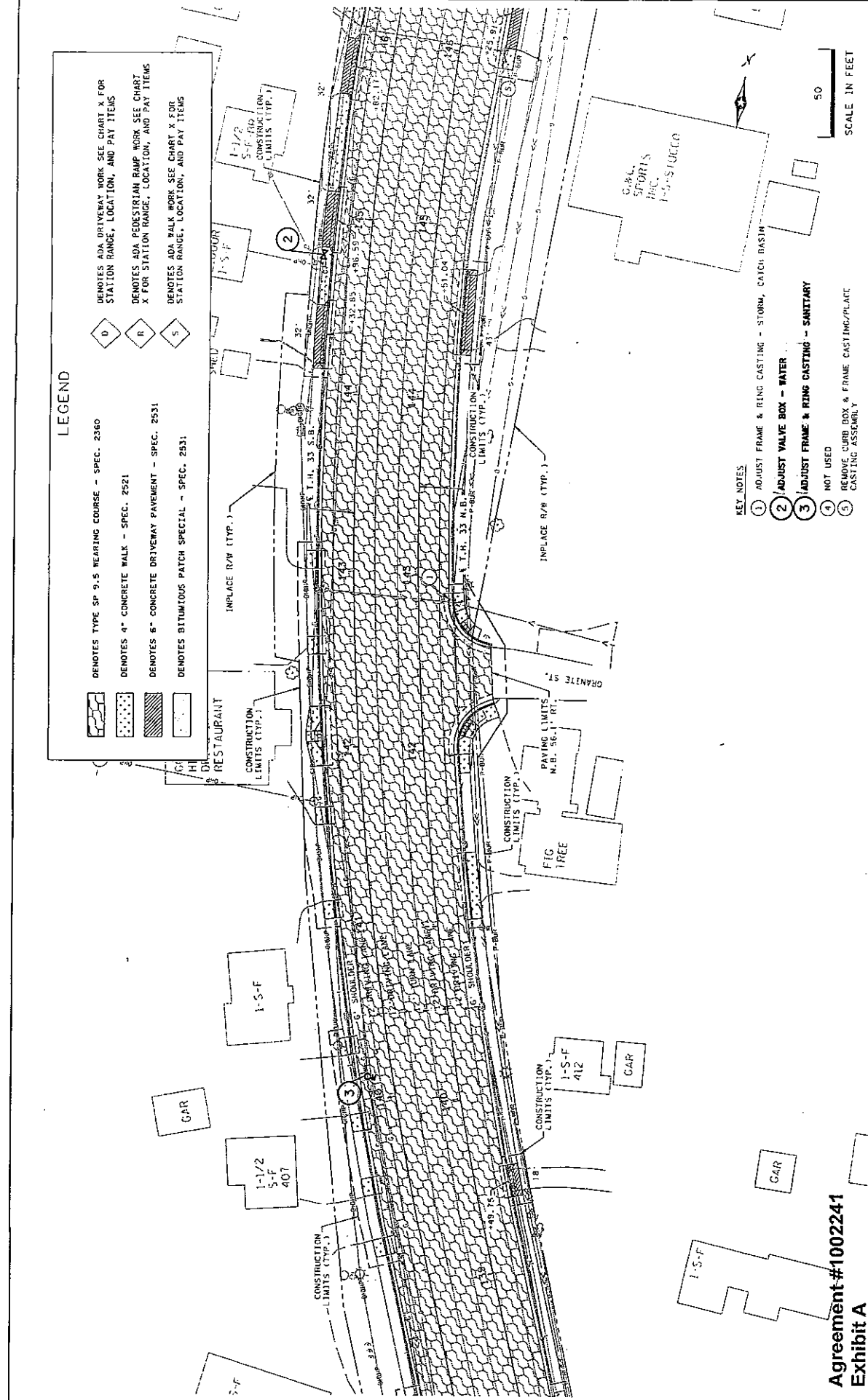


**Agreement #1002241
Exhibit A**

CHAIN BY: ADB CHECKED BY: BPS	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. SIGNATURE: _____ DATE: _____ PRINTED NAME: _____ LIC. NO. _____	CONSTRUCTION PLANS SHEET NO. 52 OF 93 SHEETS
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LEGEND

-  DENOTES TYPE SP 9.5 BEARING COURSE - SPEC. 2360
-  DENOTES 4" CONCRETE WALK - SPEC. 2521
-  DENOTES 6" CONCRETE DRIVEWAY PAVEMENT - SPEC. 2531
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-  DENOTES ADA DRIVEWAY WORK SEE CHART X FOR STATION RANGE, LOCATION, AND PAY ITEMS
-  DENOTES ADA PEDESTRIAN RAMP WORK SEE CHART X FOR STATION RANGE, LOCATION, AND PAY ITEMS
-  DENOTES ADA WALK WORK SEE CHART X FOR STATION RANGE, LOCATION, AND PAY ITEMS



KEY NOTES






- 1 ADJUST FRAME & RING CASTING - STORM, CATCH BASIN
- 2 ADJUST VALVE BOX - WATER
- 3 ADJUST FRAME & RING CASTING - SANITARY
- 4 NOT USED
- 5 REMOVE CURB BOX & FRAME CASTING/PLACC CASTING ASSEMBLY

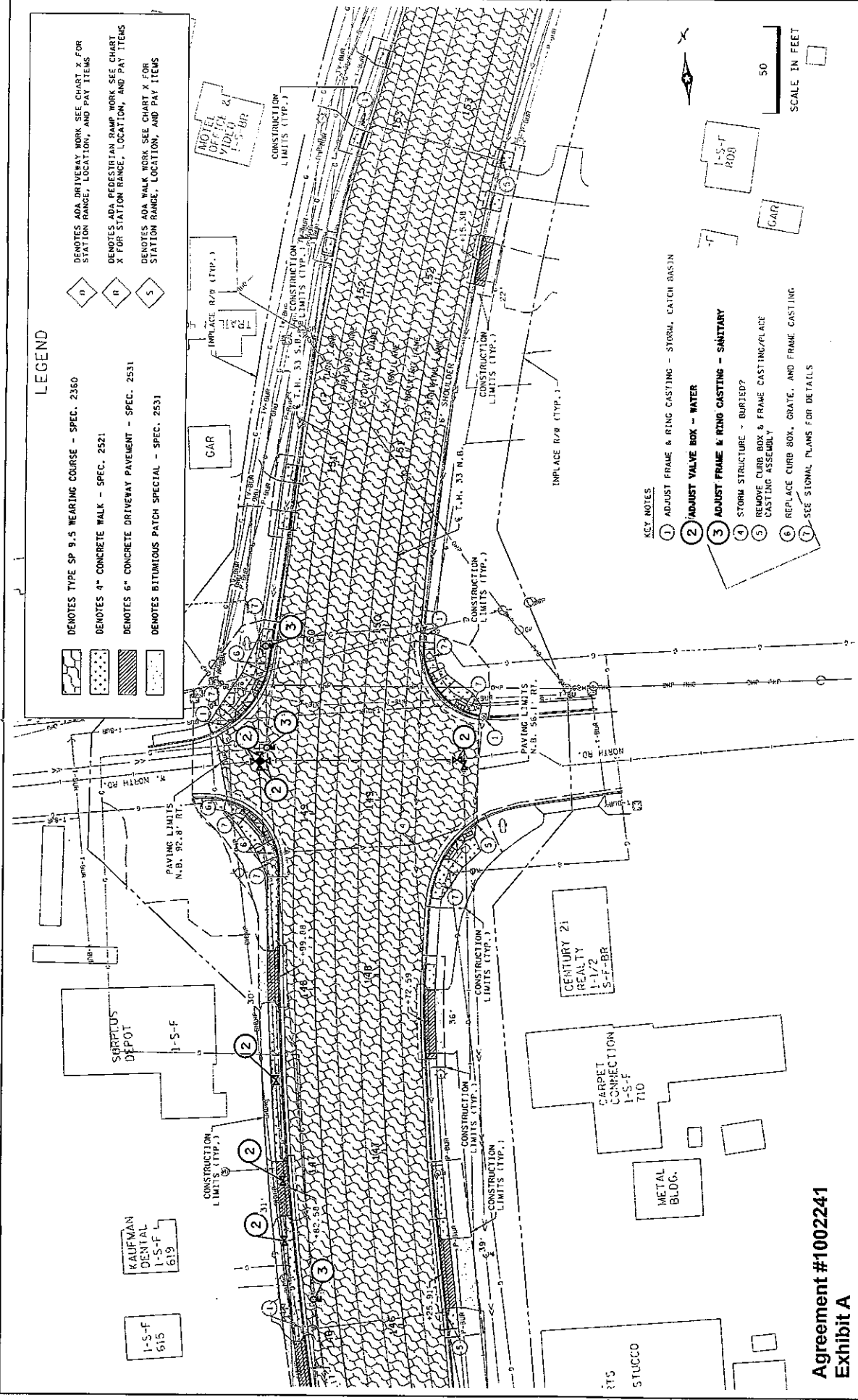


**Agreement #1002241
Exhibit A**

DRAWN BY: ADB
 CHECKED BY: BPS
 PERFORMANCE CONTRACTOR:
 SIGNATURE: _____ DATE: _____
 PRINTED NAME: _____ LIC. NO.: _____
 S.P. 0906-48 (T.H. 33)
 CONSTRUCTION PLANS
 SHEET NO. 53 OF 93 SHEETS

LEGEND

-  DENOTES TYPE SP 9.5 WEARING COURSE - SPEC. 2360
-  DENOTES 4\" data-bbox="205 435 225 465"/> DENOTES 6\" data-bbox="225 435 245 465"/> DENOTES BITUMINOUS PATCH SPECIAL - SPEC. 2531
-  DENOTES ADA DRIVEWAY WORK SEE CHART X FOR STATION RANGE, LOCATION, AND PATCH ITEMS
-  DENOTES ADA PEDESTRIAN RAMP WORK SEE CHART X FOR STATION RANGE, LOCATION, AND PATCH ITEMS
-  DENOTES ADA WALK WORK SEE CHART X FOR STATION RANGE, LOCATION, AND PATCH ITEMS



- KEY NOTES**
- 1 ADJUST FRAME & RING CASTING - STORM, CATCH BASIN
 - 2 ADJUST VALVE BOX - WATER
 - 3 ADJUST FRAME & RING CASTING - SANITARY
 - 4 STORM STRUCTURE - BURIED?
 - 5 REMOVE CURB BOX & FRAME CASTING/PLACE CASTING ASSEMBLY
 - 6 REPLACE CURB BOX, GRATE, AND FRAME CASTING
 - 7 SEE SIGNAL PLANS FOR DETAILS



CONSTRUCTION PLANS

S.P. 0906-48 (T.H. 33)

SHEET NO. 54 OF 93 SHEETS

Agreement #1002241
Exhibit A

DRAWN BY: AOB
CHECKED BY: BPS

DATE: _____
E.T.C. NO: _____

PERFORMANCE DRIVEN DESIGN

S.P. 0906-48 (T.H. 33)
Agreement #1002241 with the City of Cloquet

Located on Trunk Highway 33 from the north end of Bridge #09009 over
the Saint Louis River/Railroad Street to 0.14 mile north of Stark Road

Exhibit B: Cost Estimate

Construction Cost:

<i>Item #</i>	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>
2504.602	Adjust Valve Box - Water	each	23	\$650.00	\$14,950.00
2506.602	Adjust Frame & Ring Casting	each	9	\$750.00	\$6,750.00
	<i>Total</i>				\$21,700.00

Construction Engineering Cost:

8% of Construction Cost = $(0.08)(\$21,700.00) = \$1,736.00$

Total Estimated Cost =

Construction Cost =	\$21,700.00
Construction Engineering Cost =	\$1,736.00

Total Estimated Cost =	\$23,436.00
------------------------	-------------


Total Estimated Cost = \$23,426.00



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: Brian Fritsinger, City Administrator 
Date: January 14, 2016

ITEM DESCRIPTION: Community Vision Process

Requested Action

The City Council is asked to discuss the Community Vision Process.

Background/Overview

In December of 2015, the City Council met to discuss its strategic priority of identifying a community vision. As a result of this first discussion, the Council directed Staff to develop a preliminary timeline, a more clear definition of the process, options to do it properly, community survey samples, and cost.

Before addressing these specific action items, Staff would refer the City Council back to the attached strategic indicator. The actual initiative was to develop a Comprehensive Community Vision Process. The various actions identified were focused about the appointment of a community vision “team”. This team would develop and recommend a strategy to the City Council for the identification of a process to engage the community.

For clarity, the discussion in December is instead looking for Staff to identify and gather all of the information necessary for the Council to make a decision on the development of the community vision. In other words, the Council is eliminating the need for the team to do the initial leg work and thus either eliminate the initiative or at a minimum, re-work the initiative.

With that in mind, Staff had previously identified three different common approaches that can be used to develop a community vision. Those included: consultant led process; community led process; and City led process. There could be a commonality in certain action steps within each of these three approaches.

Absent a “team” or “task force” to identify related process issues, Staff would suggest the following considerations:

Guiding Principles for the Visioning Process

- Encourage the community to thoroughly participate and engage.
- Engage greater Cloquet area participants, respecting all perspectives and opinions.
- Establish a value based approach to addressing complex issues.
- Strengthen relationships between community leaders and citizens.

Geography

The City is considered a regional center. As such, Staff would support exploring the concept that the visioning process should go beyond our current City limits and encompass a larger area.

Vision Target

Traditionally, a community visioning project will identify a target year in which to focus the visioning effort. Most cities look at a range from 20-50 years. The City's current Comprehensive Plan was developed as a 20 year document. Staff would suggest a visioning process of 20 years for consistency.

Stakeholders

A successful visioning process will include participation by many different groups and individuals. A list of participants could include, but not be limited to, the following:

- Citizens
- City Council
- Cloquet ISD #94
- Carlton County
- Neighborhoods
- West End Business Dist.
- Financial Community
- County EDA
- City Staff
- Citizens Advisory Boards/Commissions
- Cloquet Chamber of Commerce
- FDLTCC
- Fond du Lac
- AEOA
- Cloquet HRA
- Religious Organizations
- Service Organizations
- Non-Profit Organizations
- ARDC
- Cloquet Area Business District
- Community Memorial Hospital
- Senior Citizens
- Students
- Youth Groups
- Hwy 33 Business District
- Major Industry
- Habitat for Humanity
- ARDC
- Historical Society
- City of Scanlon
- Visitors

Potential Topic Areas of Community Visioning

A community vision should focus on a number of key areas that will be defined as part of the visioning process. For example, they may include, but not be limited to:

- Education
- Infrastructure
- Neighborhoods
- History
- Economic Development
 - Tourism
 - Industrial Development
 - Commercial Dev.
 - Housing
- Health
- Transportation
- Arts
- Parks & Recreation
- Environment
- Safety/Disaster Preparedness
- Culture

Engagement Tools

The visioning process needs to facilitate broad participation and reach populations not previously reached, including, but not limited to:

- Public Surveys
- Stakeholder Surveys
- Community Events
- Online Interaction (Website/Social Media)
- Community Celebrations focused on the visioning process
- Focus Group Discussions
- Use of Existing Advisory Boards and Committees
- Youth Events
- Newsletters
- Other similar means to involve community
- 1:1 Interviews
- Participation by Other Governmental Entities
- Public Meetings
- Media

Outcomes of Visioning Process

As noted in December, a vision offers a clear image of a possible and desirable future state. Typically, a community vision reflects community input, embodies community values, connects with core purpose, and describes how the community will distinguish itself. It is a reflection of what the City is and what it can become.

In terms of process, Staff sees four desired outcomes critical for the success of the visioning effort including: vision, core values, realistic strategies to guide sustainable and ongoing implementation, and local public engagement building community capacity. The process would create mechanisms to ensure that the community vision becomes a primary consideration to all future planning, updates to the City's Comprehensive Plan, and the annual budgeting process.

Timetable

A comprehensive visioning process will likely take a year to complete.

Financial/Budget/Grant Considerations

The City did not budget any monies in 2016 to conduct a formal visioning process. Such monies would come from General Fund Reserves if the project is to be pursued in 2016. If the Council opted to delay for the discussion of the subject until the development of the 2017 budget, it could be incorporated into the Operating Budget.

Survey

In reviewing other communities, there are two firms which appear to be used by most communities for in-depth community surveys. Morris Leatherman Company and National Resource Center, Inc. are the two which approach the survey process with a statistical valid methodology. This higher end survey approach used by Morris results in random sampling of participants through the phone survey of approximately 400 residents. The cost estimate by Morris for a 50 question survey would be in the \$13,000-\$15,000 range and \$20,000-\$25,000 for a 150 question survey. I have included a sample of a Morris survey.

The National Resource Center does not conduct phone interviews. It instead conducts mail or website surveys. The cost for this would range from \$7,000-\$20,000. The survey used by NRC is a more standard survey that's used nationally.

Obviously, the City could opt for a non-scientific or statistically valid survey by preparing its own survey and conducting it by mail or website. The challenge would be in developing the questions and interpreting the results.

To Mayor and Council
Community Vision Process
January 14, 2016
Page 4

Consultants

There are a number of consultants or consulting firms that could work with the City to lead a visioning process. The cost for this would be dependent upon the full scope of service to be provided. A very rough estimate would be \$25,000 to \$50,000.

Other Projected Costs

Other costs that would need to be anticipated would be for food/beverages/rentals for community meetings. The cost of supplies during the various community meetings would also need consideration.

Supporting Documentation Attached

- Strategic Initiative
- Morris Leatherman Company Survey (Savage)
- NRC Pricing
- December Council Meeting Minutes (visioning portion)

Strategic Priority 3: Community Vision
Initiative A: Develop a Comprehensive Community Vision Process
Key Outcome Indicator: Focused Community Vision Target - Community Approved Vision in Place by 8/2016

Actions	Measure of Success	Who's Responsible	Target Date
Develop a community vision team or committee (Chamber of Commerce/City/Community/Business members/EDA)	Team in Place City Council appoint teams	City Council	11-30-2015
Identify our current stakeholders and who may be missing from team	Stakeholders identified	Community Vision Team	12-31-2015
Seek out unidentified, prospective stakeholders—look for buy-in	Verify stakeholders	Community Vision Team	1-30-2016
Review current processes in effect to draw and build on the methods.	Analysis of current processes used by the City, if any	Community Vision Team	2-28-2016
Compose a list of how we are currently connecting with the community	Analysis of current processes used by the City, if any	Community Vision Team	2-28-2016
Seek out other cities with similar characteristics and review what processes they are currently using	List of other Cities and techniques they use to engage the public identified	Community Vision Team	2-28-2016
Develop a strategy to engage community to gather input	City Council approve a strategy	City Council	3/30/2016

Community Vision/Goal discussion

Mr. Fritsinger shared 3 approaches to a community vision: consultant led process; community led process; and City Council led process. The vision process is very important because it looks at the past and where it's going into the future. This will include more community meetings, task forces, studies, etc. As things change around us and are evolving rapidly, we need to understand what the community wants.

- Identify a vision team. What approach does the council want to take?
- D. Bjerkness recalled an Economic Development gathering several years ago that took place at FDLTCC where 80-90 people participated and attended facilitated break-out sessions. Very successful.
- D. Bjerkness questioned the value of doing this by Council alone hand picking community members and Commission/Board members to take part.
- Discussion on doing a community survey and how to get the community to take it. Community members take more ownership when they actually have a voice. How do we develop neutral questions? What is the next step?
- L. Wilkinson commented the need to be thoughtful in this process. How comprehensive do we want the vision to be? Ask the right questions that will show the strengths and weaknesses and where the priorities lie.
- J. Rock stated he feels more time is needed to think about community vision. Ad in the paper asking for community input?
- K. Kolodge – important to know what the people want. What route do we take to cover the broad range of people, electronic? Newspaper? Social Media?
- Mr. Fritsinger clarified that a vision statement should help with decision making. Helps to identify priorities. It's a challenge to hear community ideas. Example of that challenge was the broad and diverse groups for the Waterfront and Master Plan task forces and getting them to provide ideas and participate.
- Issue of a possible merger of Scanlon/Cloquet. What will that change?
- K. Kolodge voiced concern that if money is going to be spent on this, it needs to be done correctly to maximize the participation. Give to boards and commissions, any groups. If spending money to do this right, then it's worth it.
- What does Council need from staff to help figure out where to go with this? A preliminary timeline; more clearly definition of the process; options to do it properly; community survey samples; and cost. None of these options are in the current budget.
- Staff will come back to the Council with options to look at.
- J. Rock asked what is the value in doing this? Will it change our participation or help the City on the path to decision making?
- Mr. Fritsinger stated this is what helps community get what they want and why do we do what we do. But how do we make it an effective tool? There are underlying issues that the Council is faced with and this would help us engage in that. Mr. Fritsinger again reminded Council that this is very time consuming process, don't take it lightly. It takes commitment and energy.

Budget

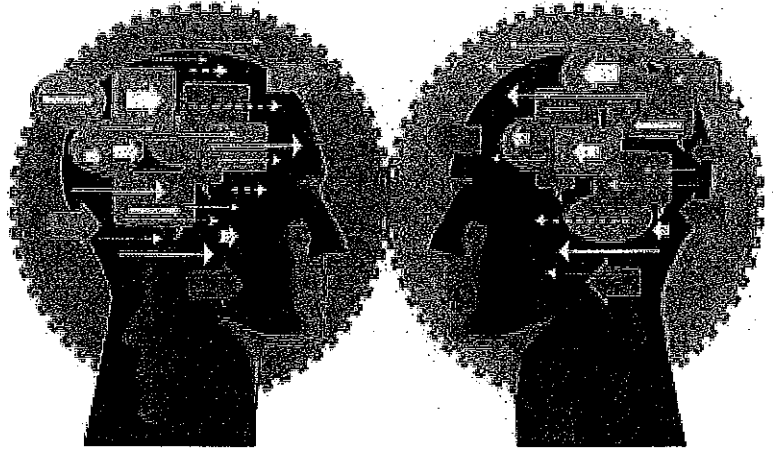
D. Bjerkness questioned not having a Truth and Taxation Public Hearing. Mr. Fritsinger said this was a change from several years ago, the City is not required to have one.

Mr. Fritsinger noted there were no changes to the budget other than some minor changes to CIP reflecting some projects being finished this year.

Surveys for Data-Driven Decisions

Data-driven means bringing effective evaluation to the table for your community - choosing the right methods will result in better analysis and results for now and into the future.

ICMA has identified surveys for data-driven decisions as a leading practice for local governments to pursue in evaluating their performance, enhancing their communications with the community, and helping with decision making. It is proud to partner with National Research Center, Inc. to bring education and technical assistance to help you implement effective and proven data methods for your organization.



The ICMA/NRC partnership provides independent, high-quality surveys and other research, along with the support you need to translate that research into action.

OUR WORK

Through this leading practice relationship, NRC provides support to community leaders who want to use data more efficiently and effectively. NRC specializes in the creation of low-cost, scientifically accurate surveys complete with reports that make sense to an array of community stakeholders.

Together with ICMA, NRC pioneered the development of The National Citizen Survey™ (NCS) and The National Employee Survey™ (NES)--two components in a suite of products designed to enhance the public voice and aid local decision-making.

The NCS gathers resident opinion about community livability and government services. The NES provides local government insights about workers' engagement and satisfaction with diverse facets of their job.

Through the use of our survey products and action-oriented toolkits, NRC can help you

- Improve service delivery
- Strengthen communication with stakeholders
- Identify clear priorities for strategic plans and budgets.

ICMA's partner, the National Research Center, is a leader in the field of public sector research and evaluation, with clients across the country and around the globe. Its skilled team of social science researchers helps cities, counties, foundations, and nonprofit organizations to thrive.

OUR SERVICES

ICMA's partnership with the National Research Center offers a range of products and services to meet your organization's needs, including:

Survey Products

- **The National Citizen Survey**
- **The National Employee Survey**
- **Community Assessment Survey for Older Adults**

Specialty Surveys

Program Evaluation

Performance Measurement

Needs Assessments

Policy Analysis

Focus Groups

Training and Technical Assistance



To learn more about National Research Center, visit their website or email tmcgalliard@icma.org.

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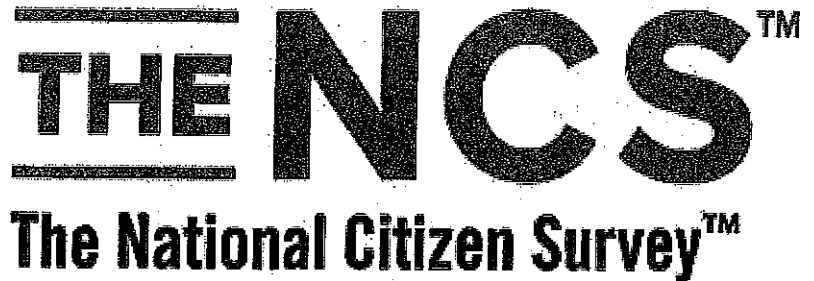
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The National Citizen Survey

The NCS™ gathers resident opinion across a range of community issues. Communities using The NCS have reported that the tool improved service delivery, strengthened communications with community stakeholders and helped leaders identify clear priorities for use in strategic planning and budget setting.

ABOUT THE NCS

Building upon years of research on citizen surveys and community livability, ICMA and the National Research Center, Inc. are proud to present The National Citizen Survey™ (The NCS).



The NCS begins with a customizable survey of questions relevant to your community. The survey measures public opinion in eight key areas of community livability. In each domain, residents report their perceptions about the quality of their community and related services, as well as their own engagement within the community.

The NCS includes:

- Multiple reports to communicate results in a way that enables every audience – staff, elected officials, business owners, and residents – to quickly find the information they need and want
- Surveys completed by a representative cross-section of the population
- Multiple contacts with residents to ensure adequate response rates
- Benchmarking to compare local results to those of similar communities
- Customized questions and reporting options to address specific needs

ADDITIONAL INFORMATION

ABOUT THE NCS PDF

FAQ

PRICING

SAMPLE TIMELINE

ENROLL NOW

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Membership
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Priorities
Partners
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What's NEXT for The National Citizen Survey™

The National Citizen Survey™ just keeps getting better. The tool you've trusted for more than a decade to deliver resident opinion on the issues that matter most has a different look, improved functionality, and a host of new features designed to help you discover what's next for your community.

The NCS™ measures eight aspects of community livability:

Community Engagement	Education & Enrichment	Recreation & Wellness	Economy	Built Environment	Natural Environment	Safety	Mobility
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The NCS™ was among the first scientific surveys to gather resident opinion on a range of community issues, and has been used by more than 300 communities in 45 states. Communities using The NCS have reported that the tool improved service delivery, strengthened communications with community stakeholders and identified clear priorities for use in strategic planning and budget setting. The NCS is the only citizen survey tool endorsed by the International City/County Management Association (ICMA) and the National League of Cities (NLC).

LIMITED TIME OFFER! FREE Spanish-language translation of the survey instrument
LIMITED TIME OFFER! FREE tracking of results and response rates by geographic area
LIMITED TIME OFFER! FREE option for residents to complete their survey online
LIMITED TIME OFFER! FREE "Next Steps" webinar to review your results

The NCS Next begins with a customizable survey of questions relevant to your community. The survey measures public opinion in eight key areas of community livability. In each domain, residents report their perceptions about the quality of their community and related services, as well as their own engagement within the community. Now, you can get the quality you expect from NRC along with the following:



Streamlined process Customizing your experience with The NCS has never been easier with convenient prompts and helpful consultation.



Add-ons at a reduced price

- Custom benchmark comparisons
- Demographic and Geographic Subgroup Comparisons
- Non-scientific web data collection option



Enhanced options

- Customized sample size
- Additional postcard mailings



Collect ALL of your data online!

The NCS now offers two ways to switch from mail-based data collection to web-only:

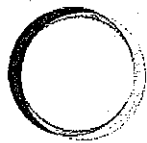
- Scientific: Randomly selected households will receive mailed invitations with instructions to complete the survey online
- Opt-in: All residents are eligible to participate - once participation is high enough, you'll receive The NCS regular reporting, including benchmark comparisons



NRC
National Research Center Inc

National Research Center, Inc.
2955 Valmont Road Suite 300
Boulder, CO 80301
303-444-7863

Learn More about The NCS!
www.n-r-c.com/thencs
Email ncs@n-r-c.com
Twitter @nrc_inc



THE NCS PRICING

THE NCS BASIC SERVICE INCLUDES:

- Full report of results, plus multiple layers of reporting to meet the needs of different stakeholders
- Responses weighted to reflect characteristics of your entire community
- Follow-up webinar to review your results
- Benchmarking against more than 500 citizen survey results
- Tracking of results and response rates by geographic area
- Opt-in web survey included in addition to the scientific, random-sampled survey

FIRST STEP: CHOOSE YOUR BASIC SERVICE COLLECTION METHOD

	Full price	Discounted price*	Notes
Primarily by mail (most common choice); the mailed survey is also available online at no added cost.	\$15,400	\$13,860	Includes a sample size of 1,500 households
Web only, with mail invitations (using a scientific sample)	\$11,900	\$10,710	Includes a sample size of 1,800 households
Web only, all residents are eligible, you promote participation (non-scientific)	\$7,650	\$6,885	Opt in; no mailed or other individual invitations to participate

SECOND STEP: CHOOSE YOUR ADD-ON OPTIONS

	Full price	Discounted price*	Notes
Larger sample size!	Varies	Varies	See below for example sample sizes
Reminder postcard (4th mailing)	Varies	Varies	See below for example sample sizes
Demographic Subgroup Comparison Report	\$900	\$810	Compare results by population demographics
Geographic Subgroup Comparison Report	\$900	\$810	Compare results by geographic area
Spanish	\$750	\$675	Respondents can complete the survey online in Spanish
Custom Benchmark Comparisons	\$1050	\$945	Benchmark results against communities meeting specific criteria
One open-ended question	\$1,950	\$1,755	Includes one open-ended question added to survey. Responses will be categorized and reported in a table under separate cover, accompanied by a complete list of verbatim responses.
In-person presentation	\$3,500	\$3,150	Assumes location within 50 miles of int'l airport
Next steps workshop	\$4,350	\$3,915	Assumes location within 50 miles of int'l airport

EXAMPLE SAMPLE SIZES

	Regular mailing (3 contacts)		Reminder postcard (4th contact)	
	Full Price	Discounted Price*	Full Price	Discounted Price*
+0	-	-	\$990	\$891
+300 (1,800 total)	\$1,430	\$1,287	\$1,120	\$1,008
+700 (2,200 total)	\$3,100	\$2,790	\$1,310	\$1,179
+1,100 (2,600 total)	\$4,770	\$4,293	\$1,490	\$1,341
+1,500 (3,000 total)	\$6,440	\$5,796	\$1,680	\$1,512

*Please note all prices are subject to change.

*You are eligible for a 10% discount on The NCS, The NES, The NBS or CASOA if you:

- Have conducted any of these surveys in the past
- Are an ICMA member, work with an ICMA CMS partner or use ICMA Insights
- Are an NLC member
- Are an Association of Government Accountants member

Not sure if you're eligible? Just give us a call!

CANCELLATION POLICY

We will withhold an administrative fee of \$700 from any refund for a cancellation before hours/costs are expended; once the project work has begun and money has been spent (hours or hard costs), we're unable to make a refund.

DON'T SEE WHAT YOU NEED? CONTACT US ([HTTP://WWW.N-R-C.COM/WHO-WE-ARE/CONTACT-US/](http://www.n-r-c.com/who-we-are/contact-us/)) TODAY FOR ADDITIONAL OPTIONS!

* Please note all prices subject to change.

2955 Valmont Road, Suite 300
Boulder, Colorado 80301



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[llr=7x7z9jnab&p=oi&m=1113800372988&sit=jvkpgc6hb&f=6e446704-](http://visitor.r20.constantcontact.com/d.jsp?llr=7x7z9jnab&p=oi&m=1113800372988&sit=jvkpgc6hb&f=6e446704-)

bc8d- exp-

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THE MORRIS LEATHERMAN COMPANY
3128 Dean Court
Minneapolis, Minnesota 55416

2014 CITY OF SAVAGE
Residential Survey
FINAL APRIL 2014

Hello, I'm _____ of the Morris Leatherman Company, a polling firm located in Minneapolis. We've been retained by the City of Savage to speak with a random sample of residents about issues facing the city. The survey is being taken because your city representatives and staff are interested in your opinions and suggestions. No individual respondents will be identified. (DO NOT PAUSE)

- | | |
|---|---------------------------|
| 1. Approximately how many years have you lived in the City of Savage? | LESS THAN ONE YEAR.....5% |
| | ONE OR TWO YEARS.....7% |
| | THREE TO FIVE YEARS...17% |
| | SIX TO TEN YEARS.....23% |
| | ELEVEN - TWENTY YRS...31% |
| | OVER TWENTY YEARS.....17% |
| | DON'T KNOW/REFUSED.....0% |
| 2. How would you rate the quality of life in Savage -- excellent, good, only fair, or poor? | EXCELLENT.....46% |
| | GOOD.....51% |
| | ONLY FAIR.....3% |
| | POOR.....0% |
| | DON'T KNOW/REFUSED.....0% |
| 3. What do you think is the most serious issue facing the City of Savage today? | UNSURE.....9% |
| | NOTHING.....29% |
| | STREET MAINTENANCE....11% |
| | HIGH TAXES.....15% |
| | TOO MUCH GROWTH.....8% |
| | TRAFFIC CONGESTION.....4% |
| | NOT ENOUGH RETAIL.....4% |
| | SCHOOL FUNDING.....2% |
| | CITY SPENDING.....4% |
| | CRIME.....4% |
| | SCHOOL QUALITY.....2% |
| | POOR ECONOMY.....3% |
| | LACK OF JOBS.....2% |
| | SCATTERED.....3% |

Moving on....

I would like to read you a list of city services and amenities. For each one, please tell me whether you would rate the dependability and quality of the service or amenity as excellent, good, only fair, or poor?

	EXCL	GOOD	FAIR	POOR	DK/R
4. Police protection?	53%	46%	1%	0%	1%
5. Fire protection?	49%	48%	0%	0%	3%
6. Utilities, such as water, sanitary sewer and storm water management?	28%	56%	12%	3%	2%
7. Animal control?	20%	55%	10%	1%	14%
8. Park maintenance?	40%	54%	4%	0%	2%
9. Youth recreation services?	22%	51%	9%	0%	19%
10. Adult recreation services?	16%	51%	11%	0%	23%
11. Issuance of building permits?	14%	45%	9%	1%	31%
12. Building inspection?	17%	46%	8%	1%	29%
13. Public library?	46%	41%	4%	0%	10%
14. Utility billing?	25%	65%	6%	1%	4%

Now, for the next two city services, please consider only their job on city-maintained street and roads. That means excluding state and county roads that are taken care of by other levels of government. Hence, Highway 13, and County Roads 42, 27 and 16, should not be considered. How would you rate

	EXCL	GOOD	FAIR	POOR	DK/R
15. Condition of city roads?	7%	55%	31%	8%	0%
16. Snow and ice removal?	26%	64%	9%	1%	0%

The average homeowner pays about \$3.50 per day, or about \$105.00 per month, in city taxes....

17. When you consider the property taxes you pay and the quality of city services you receive, would you rate the general value of city services as excellent, good, only fair, or poor?	EXCELLENT.....	11%
	GOOD.....	68%
	ONLY FAIR.....	15%
	POOR.....	2%
	DON'T KNOW/REFUSED.....	5%
18. Would you favor or oppose cuts in city services if they would reduce your current CITY property taxes? (WAIT FOR RESPONSE) Do you feel strongly that way?	STRONGLY FAVOR.....	5%
	FAVOR.....	24%
	OPPOSE.....	51%
	STRONGLY OPPOSE.....	13%
	DON'T KNOW/REFUSED.....	8%

Changing topics....

19. How would you rate the general condition and appearance of homes in the community -- excellent, good, only fair, or poor?	EXCELLENT.....28% GOOD.....68% ONLY FAIR.....4% POOR.....1% DON'T KNOW/REFUSED.....0%
---	---

Turning to Park and Recreation....

For each of the following, please tell me if you would strongly support the use of public funds for the amenity, somewhat support, somewhat oppose or strongly oppose it. (ROTATE)

	STS	SMS	SMO	STO	DKR
20. A bandshell?	20%	32%	28%	18%	3%
21. Baseball field complex?	18%	40%	21%	20%	2%
22. Indoor ice arena?	17%	29%	32%	20%	2%
23. Outdoor refrigerated ice?	7%	23%	42%	26%	2%
24. Recreational trails?	36%	34%	17%	13%	1%
25. A teen center?	31%	37%	20%	11%	2%
26. A splash park?	19%	32%	30%	17%	3%
27. An indoor basketball complex?	18%	31%	29%	21%	2%
28. Have you or member of your household used the Savage Sports Center for any activities or events during the past year?	YES.....42%				
	NO.....58%				
	DON'T KNOW/REFUSED.....0%				
29. How would you rate the City of Savage's park and recreational facilities -- excellent, good, only fair, or poor?	EXCELLENT.....56%				
	GOOD.....33%				
	ONLY FAIR.....4%				
	POOR.....1%				
	DON'T KNOW/REFUSED.....7%				

IF "GOOD," "ONLY FAIR," OR "POOR," ASK: (n=150)

30. If you could advise the City Council, what actions or changes would you recommend to significantly improve the quality of parks and recreational facilities in Savage?

UNSURE, 59%; NOTHING, 14%; BETTER MAINTENANCE AND UPKEEP OF PARKS, 2%; BETTER MAINTENANCE AND UPKEEP OF TRAILS, 4%; MORE UPDATED PLAYGROUND EQUIPMENT, 4%; MORE TRAILS, 4%; MORE BALLFIELDS, 2%; BETTER UPKEEP OF BALLFIELDS, 2%; TEEN CENTER, 5%; SCATTERED, 4%.

Moving on....

I would like to read you a short list of public safety concerns.

31. Please tell me which one you consider to be the greatest concern in Savage? If you feel that none of these problems are serious in Savage, just say so.
32. Which do you consider to be the second major concern in the city? Again, if you feel that none of the remaining problems are serious in the city, just say so.

	FIRST	SECOND
Violent crime.....	4%	3%
Domestic violence.....	3%	4%
Speeding.....	17%	8%
Drugs.....	17%	15%
Youth crimes and vandalism.....	13%	23%
Business crimes, such as shop- lifting and check fraud.....	6%	7%
Residential crimes, such as burglary, and theft.....	21%	13%
ALL EQUALLY.....	1%	1%
NONE OF THE ABOVE.....	15%	18%
DON'T KNOW/REFUSED.....	4%	9%

- | | |
|--|---|
| 33. How would you rate the amount of patrolling the police department does in your neighborhood -- too much, about right, or not enough? | TOO MUCH.....1%
ABOUT RIGHT.....86%
NOT ENOUGH.....14%
DON'T KNOW/REFUSED.....0% |
|--|---|

Moving on....

- | | |
|--|--|
| 34. During the past year, have you visited or contacted Savage City Hall in person, by telephone or by e-mail? | YES.....34%
NO.....66%
DON'T KNOW/REFUSED.....0% |
|--|--|

IF "YES," ASK: (n=134)

35. On your last contact with the City, which Department did you contact -- Police, Fire, Finance, Planning, Building Inspection, Parks, Recreation, Public Works, Engineering, Administration or City Council, Code Enforcement, Utility Billing, Communications, or the General Information Desk Receptionist?

POLICE.....	16%
FIRE.....	2%
FINANCE.....	1%
PLANNING.....	5%
BUILDING INSPECTION...	15%
PARKS.....	3%
RECREATION.....	7%
PUBLIC WORKS.....	19%
ENGINEERING.....	2%
ADMINISTRATION/COUNCIL.	2%
CODE ENFORCEMENT.....	9%
UTILITY BILLING.....	5%
COMMUNICATIONS.....	1%
GENERAL INFORMATION...	13%

36. How would you rate the quality of the service you received -- excellent, good, only fair, or poor?

EXCELLENT.....	47%
GOOD.....	46%
ONLY FAIR.....	6%
POOR.....	1%
DON'T KNOW/REFUSED....	0%

37. How would you rate the ease of conducting business with the City of Savage -- excellent, good, only fair or poor?

EXCELLENT.....	54%
GOOD.....	29%
ONLY FAIR.....	4%
POOR.....	1%
DON'T KNOW/REFUSED....	12%

IF "ONLY FAIR" OR "POOR," ASK: (n=19)

38. What changes would you make to improve this?

UNSURE.....	43%
MORE WEBSITE OPTIONS...	6%
SMARTPHONE APPS.....	4%
EXPANDED HOURS.....	14%
MORE STAFF.....	7%
FASTER SERVICE.....	13%
LESS RESTRICTIONS.....	8%
SCATTERED.....	4%

Turning to the city liquor stores....

39. Have you visited the city-owned liquor stores, Marketplace Liquor or Dan Patch Liquor, during the past year?

YES.....	52%
NO.....	48%
DON'T KNOW/REFUSED....	0%

IF "YES," ASK: (n=207)

- | | | |
|-----|--|---|
| 40. | Which store do you generally shop at -- Dan Patch Liquor or Marketplace Liquor? | DAN PATCH.....29%
MARKETPLACE.....72%
DON'T KNOW/REFUSED.....0% |
| 41. | How would you rate your shopping experience at this liquor store - excellent, good, only fair or poor? | EXCELLENT.....43%
GOOD.....53%
ONLY FAIR.....3%
POOR.....1%
DON'T KNOW/REFUSED.....1% |

IF A RESPONSE IS GIVEN, ASK: (n=206)

42. Why do you feel that way?

GOOD CUSTOMER SERVICE, 24%; NICE LAYOUT, 12%;
GOOD SELECTION, 17%; FAIR PRICES, 20%; FRIENDLY,
15%; HIGH PRICES, 2%; COULD IMPROVE SELECTION,
7%; SCATTERED, 3%.

Moving on....

- | | | |
|-----|---|--|
| 43. | Do you commute outside of your city to school or work on a daily basis? | YES.....57%
NO.....43%
DON'T KNOW/REFUSED.....0% |
|-----|---|--|

IF "YES," ASK: (n=229)

- | | | |
|-----|--|--|
| 44. | Which major highway do you use for the majority of your commuting to work or school? | HIGHWAY 169.....20%
I-35W.....17%
HIGHWAY 77/CEDAR AVE...6%
I-35E.....13%
HIGHWAY 3/ROBERT ST....1%
HIGHWAY 52.....3%
HIGHWAY 13.....23%
COUNTY ROAD 42.....16%
SOMETHING ELSE.....2%
DON'T KNOW/REFUSED.....0% |
| 45. | Do you or anyone in your household ride public transit on a regular basis? | YES.....14%
NO.....86%
DON'T KNOW/REFUSED.....0% |

IF "YES," ASK: (n=57)

46.	How many days per week on average do you ride public transit?	ONE.....5%
		TWO.....14%
		THREE.....28%
		FOUR.....9%
		FIVE OR MORE.....44%
		DON'T KNOW/REFUSED.....0%

IF "NO" IN QUESTION #43, ASK: (n=343)

47.	Have you ever ridden public transit?	YES.....44%
		NO.....56%
		DON'T KNOW/REFUSED.....0%

Now, I would like to read you a list of potential services that could be offered by public transit. For each one, please tell me if it would make you much more likely to use public transit, somewhat more likely or would it make no difference to you.

	MML	SML	NOD	DKR
48. Service to events in Downtown Minneapolis for events like Twins Games or concerts at Target Center or Target Field.	24%	23%	53%	0%
49. Service to events in Downtown St. Paul for concerts or sporting events at the Xcel Center.	17%	27%	56%	0%
50. Service to the Minnesota State Fair.	19%	25%	56%	0%
51. More frequent service in my local community including service to ValleyFair, Canterbury Park or the Renaissance Festival.	9%	21%	70%	0%
52. More bike trails with connections to public transit service.	13%	18%	70%	0%
53. Specialized service for senior and disabled populations.	11%	12%	76%	1%
54. Service to area Community and Technical Colleges, such as Normandale, Inver Hills, or Dakota County Technical College.	7%	16%	77%	1%
55. Free Wi-Fi on Buses	14%	14%	73%	0%

56. Are there any other changes you would make to public transit so it is more convenient for you?

UNSURE, 1%; NO, 89%; MORE ROUTES, 2%; CLOSER PICK-UPS, 2%; EXPRESS BUSES, 3%; SCATTERED, 3%.

57.	Are you familiar with the Minnesota Valley Transit Authority or MVTA?	YES.....62%
		NO.....38%
		DON'T KNOW/REFUSED.....1%

Changing topics....

- | | | |
|-----|--|---------------------------|
| 58. | How would you rate the City's efforts in keeping you informed in a timely manner -- excellent, good, only fair, or poor? | EXCELLENT.....18% |
| | | GOOD.....70% |
| | | ONLY FAIR.....10% |
| | | POOR.....1% |
| | | DON'T KNOW/REFUSED.....1% |
| 59. | What is your major source of information about the policies and actions of the City Council? | UNSURE.....0% |
| | | NONE.....5% |
| | | CITY NEWSLETTER.....20% |
| | | SAVAGE PACER.....58% |
| | | CITY WEBSITE.....11% |
| | | CABLE TELEVISION.....2% |
| | | WORD OF MOUTH.....2% |
| | | SCATTERED.....2% |

Savage Recreation's Discover Savage Spring and Summer Activity Catalog was mailed to homes earlier this year.

- | | | |
|-----|--|---------------------------|
| 60. | Do you recall receiving this catalog of city recreational offerings? | YES.....80% |
| | | NO.....20% |
| | | DON'T KNOW/REFUSED.....0% |

IF "YES," ASK: (n=320)

- | | | |
|-----|---|---------------------------|
| 61. | Did you or any members of your household read it? | YES.....86% |
| | | NO.....14% |
| | | DON'T KNOW/REFUSED.....0% |

IF "YES," ASK: (n=274)

- | | | |
|-----|--|---------------------------|
| 62. | How effective is this city publication in promoting activities that are available in the city -- very effective, somewhat effective, not too effective, or not at all effective? | VERY EFFECTIVE.....41% |
| | | SOMEWHAT EFFECTIVE....54% |
| | | NOT TOO EFFECTIVE.....4% |
| | | NOT AT ALL EFFECTIVE...1% |
| | | DON'T KNOW/REFUSED.....0% |

- | | | |
|-----|---|---------------------------|
| 63. | Did you keep the catalog to reference later or throw it away after you read it? | KEPT.....47% |
| | | THREW AWAY.....51% |
| | | DON'T KNOW/REFUSED.....2% |

Moving on....

64. Have you or any member of your household accessed the City of Savage's website for information about city services, news, and events in past six months?

YES.....	51%
NO.....	49%
DON'T KNOW/REFUSED.....	1%

IF "YES," ASK: (n=204)

65. How do you access the city's website, on a desktop, a laptop, an iPad or other tablet device or an iPhone or other smart phone?

DESKTOP.....	25%
LAPTOP.....	64%
IPAD/TABLET.....	5%
IPHONE/SMART PHONE.....	6%
DON'T KNOW/REFUSED.....	0%

66. Were you able to find what you were looking for?

YES.....	94%
NO.....	5%
DON'T KNOW/REFUSED.....	1%

67. Are you aware the City is broadcasting city meetings on the city's website? (IF "YES," ASK:) Have you viewed a city meeting on the website?

NO.....	40%
YES/YES.....	15%
YES/NO.....	45%
DON'T KNOW/REFUSED.....	0%

68. Do you currently use any of the on-line services offered by the City of Savage, such as on-line utility bill payment, recreational program registration, Arbor Day tree sale orders, Savage Police InfoNet or CodeRed notifications?

YES.....	67%
NO.....	32%
DON'T KNOW/REFUSED.....	1%

IF "NO," ASK: (n=127)

69. Why have you not used these on-line services?

UNSURE, 9%; NOT AWARE, 5%; NOT NEEDED, 21%; PREFER IN PERSON, 5%; PREFER MAIL, 2%; DON'T TRUST INTERNET FOR FINANCIAL TRANSACTIONS, 30%; NO COMPUTER/INTERNET, 17%; TOO OLD, 6%; SCATTERED, 5%.

70. How would you rate the City's overall performance in communicating key local issues to residents in its publications, website, mailings, and on cable television -- excellent, good, only fair, or poor?

EXCELLENT.....	18%
GOOD.....	75%
ONLY FAIR.....	7%
POOR.....	1%
DON'T KNOW/REFUSED.....	0%

Now, just a few more questions for demographic purposes....

Could you please tell me how many people in each of the following age groups live in your household? Let's start with the oldest. Be sure to include yourself.

71. First, persons 65 or over?	NONE.....86%
	ONE.....8%
	TWO OR MORE.....6%
72. Adults under 65?	NONE.....8%
	ONE.....14%
	TWO.....70%
	THREE OR MORE.....9%
73. School-aged or pre-school children?	NONE.....52%
	ONE.....21%
	TWO.....19%
	THREE OF MORE.....8%
74. Do you own or rent your present residence?	OWN.....87%
	RENT.....13%
	REFUSED.....0%

IF "OWN," ASK: (n=348)

75. Which of the following categories would contain the approximate value of your residential property -- under \$150,000, \$150,000-\$200,000, \$200,001-\$250,000, \$250,001-\$300,000, \$300,001-\$350,000, \$350,001-\$400,000, \$400,001-\$450,000, \$450,001-\$500,000, or over \$500,000?	UNDER \$150,000.....1%
	\$150,000-\$200,000.....12%
	\$200,001-\$250,000.....24%
	\$250,001-\$300,000.....28%
	\$300,001-\$350,000.....24%
	\$350,001-\$400,000.....8%
	\$400,001-\$450,000.....1%
	OVER \$450,000.....1%
	DON'T KNOW/REFUSED.....1%
76. What is your age, please? (READ CATEGORIES, IF NEEDED)	18-24.....4%
	25-34.....14%
	35-44.....28%
	45-54.....29%
	55-64.....16%
	65 AND OVER.....9%
	REFUSED.....0%

77. What is the last grade of school you completed?	LESS THAN HIGH SCH.....2%
	HIGH SCHOOL GRADUATE..18%
	TECH/COMMUNITY COLL...11%
	SOME COLLEGE.....20%
	COLLEGE GRADUATE.....39%
	POST-GRADUATE.....10%
	REFUSED.....0%

And now, for one final question, keeping in mind that your answers are held strictly confidential....

78. Is your pre-tax yearly household income over or under \$50,000?	UNDER \$25,000.....7%
IF "OVER," ASK:	\$25,001-\$50,000.....26%
Is it over \$75,000? (IF "YES,"	\$50,001-\$75,000.....24%
ASK:) Is it over \$100,000?	\$75,001-\$100,000.....23%
IF "UNDER," ASK:	OVER \$100,000.....18%
Is it under \$25,000?	DON'T KNOW.....0%
	REFUSED.....2%

79. Gender	MALE.....49%
	FEMALE.....51%


80. REGION OF CITY	PRECINCT 1.....5%
	PRECINCT 2.....16%
	PRECINCT 3.....15%
	PRECINCT 4.....15%
	PRECINCT 5.....9%
	PRECINCT 6.....16%
	PRECINCT 7.....17%
	PRECINCT 8.....8%



ADMINISTRATIVE OFFICES

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www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: January 13, 2016

ITEM DESCRIPTION: Assistant City Administrator-Human Resources Director Appointment

Requested Action

Staff recommends the City Council move to appoint James Barclay to the position of Assistant City Administrator-Human Resources Director effective March 7, 2016.

Background/Overview

This past month, the City Council authorized the hiring of an Assistant City Administrator-Human Resources Director. This position has been included in the City budget beginning in 2015.

In November, the City completed all of its due diligence and posted the position vacancy with a number of local, regional, and statewide organizations. The City received over 20 applications of interest and conducted interviews with 4 candidates.

Through the interview process, the City identified James Barclay as its top candidate who has accepted the City's preliminary offer of employment, subject to City Council approval. This candidate is currently the Human Resources Director for Renewable Energy Group, Inc. This is a private sector company with over 600 employees. Mr. Barclay has been in this position since 2007. Prior to that, Mr. Barclay served the country as active duty military and retired after 24 years of service.

Policy Objectives

The City Council had previously identified the creation of this position as a priority goal dating back to its 2013 Strategic Planning Retreat. The Council was looking to enhance the City's knowledge, skills, and expertise in Human Resources as well as address other workload issues and priorities.

Financial/Budget/Grant Considerations

The position was included and fully funded in the adopted 2016 budget. There will be some additional costs incurred related to furniture, equipment and office build-out.

Advisory Committee/Commission Action

None

Supporting Documentation Attached


- None



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: January 12, 2016

ITEM DESCRIPTION: City Administrator Performance Evaluation

Proposed Action

It is recommended that the City Council close the Regular Meeting and go into a closed meeting to discuss the City Administrator's performance.

Background/Overview

Mr. Fritsinger was appointed City Administrator on September 13, 1999. According to City of Cloquet Personnel Policies and Mr. Fritsinger's Employment Agreement, performance evaluations should be scheduled on a regular basis, at least annually.

The Mayor will update the City Council in a closed executive session on the results of the City Administrator's performance evaluation. The evaluation results and/or other associated materials were sent to the City Council under separate cover or provided to the Council by Finance Director Klassen. The discussion will proceed as follows:

- A summary of information from the evaluation will be presented by the Mayor to the Council. Council is then asked to provide any additional comments, observations, or suggestions.
- City Administrator Fritsinger will be asked to join the Council and participate in the conversation, reviewing work from the past year and setting direction for next year.
- Once completed, the Council may consider reopening the Regular Meeting and consider formal action or take action at the next Regular Meeting regarding Mr. Fritsinger's Employment Agreement and to provide to the public the conclusions of the review.

Policy Objectives

The City has adopted a formal Performance Evaluation Policy and agreed as part of the City Administrator's Employment Agreement to conduct an annual evaluation. Pursuant to Minnesota Statute 13D.05, subd 3a, the City may close a meeting to evaluate the performance of an individual who is subject to its authority. The City Council shall identify the individual to be evaluated prior to closing a meeting. Mr. Fritsinger has the option to keep the meeting open, however, no request to do so has been made at this time. At its next open meeting, the City Council shall summarize its conclusions regarding the evaluation.

To Mayor and Council
City Administrator Performance Evaluation
December 12, 2016
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Financial/Budget/Grant Considerations

Section 2 of Mr. Fritsinger's Employment Agreement notes that the employee's salary and benefits will be reviewed as part of the employment performance evaluation and in accordance with the review of compensation of other City employees and in compliance with the City's comparable wage plan.

Advisory Committee/Commission Action

None

Supporting Documentation Attached

- None