



CITY OF CLOQUET
City Council Agenda - AMENDED
Tuesday, November 15, 2016
7:00 p.m.
City Hall Council Chambers

CITY COUNCIL WORK SESSION

5:30 p.m. Downtown Revitalization Overview

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
 - a. Approval of November 15, 2016 Council Agenda
4. **Approval of Council Minutes**
 - a. Work Session minutes from the November 1, 2016 meeting
 - b. Regular Council minutes from the November 1, 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. 16-88, Authorizing the Payment of Bills
 - b. Lumberjack Lounge Beer and On-Sale Liquor Sales at CARC Amendment – Alumni Hockey Game
 - c. Home for the Holidays Outdoor Fireworks Display Permit
6. **Public Hearings**

None.
7. **Presentations**
 - a. Mayor's Proclamation, Small Business Saturday



CITY OF CLOQUET
City Council Agenda
Tuesday, November 15, 2016
7:00 p.m.
City Hall Council Chambers

8. **Council Business**

- a. Resolution No. 16-86, A Resolution Certifying 2016 Municipal General Election Canvass
- b. Resolution No. 16-89 Resolution Adopting and Confirming Special Assessments for Delinquent Utilities and Miscellaneous Property Charges
- c. Lake Country Power Franchise Agreement
 - Ordinance No. 461A, an Ordinance Granting to Lake Country Power, a Non-Exclusive Franchise to Construct, Operate, Repair and Maintain in the City of Cloquet, Minnesota, an Electric Distribution System and Transmission Lines, Including Necessary Poles, Lines, Fixtures and Appurtenances, for the Furnishing of Electric Energy to the City, its Habitants, and Others, and to Use the Public Ways and Public Grounds of the City for Such Purposes; and Prescribing Certain Terms and Conditions Thereof
 - Resolution No. 16-90, A Resolution Authorizing Publication of Summary of Ordinance No. 461A, an Ordinance Granting to Lake Country Power, a Non-Exclusive Franchise to Construct, Operate, Repair and Maintain in the City of Cloquet, Minnesota, an Electric Distribution System and Transmission Lines, Including Necessary Poles, Lines, Fixtures and Appurtenances, for the Furnishing of Electric Energy to the City, its Habitants, and Others, and to Use the Public Ways and Public Grounds of the City for Such Purposes; and Prescribing Certain Terms and Conditions Thereof
- d. Fond du Lac Building Inspection Services
- e. Lake Superior Drug and Violent Crime Task Force Joint Powers Agreement
- f. Voyager Trading Post Authorization to Bid
- g. ARDC Board Council Representative

9. **Public Comments**

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

10. **Council Comments, Announcements, and Updates**

11. **Adjournment**

Work Session
November 1, 2016

 **DRAFT**

Present: D. Bjerkness, K. Kolodge, S. Langley, R. Maki, J. Rock, L. Wilkinson, Mayor Hallback

Absent: None

Staff: J. Barclay, C. Peterson, N. Klassen

Other: Library Board Members: T. Anderson, L. Anderson, A. Holm, M. Lukkarila, A. Bottila, C. Rikkola, M. Ahlgren; J. Lund, Pine Journal

Joint Meeting with Library Board

- City Administrator Fritsinger stated the goal of tonight's meeting is for review of the activities that have taken place in regards with the process and next steps of the facilities project since the last joint meeting in April of 2016. At that time, it was agreed that the next step was the development of a sketch plan.
- Ms. Lukkarila gave an overview of the McGriff Study which concluded the need for larger spaces for teens, community meeting and activity rooms, improved building environment for technology use, and collection displays. This study is viewed as a "community living room". Meets the needs from community members from all walks of life.
- Mr. Fritsinger reviewed the BKV Study that prioritized City projects showing the new CAFD facility as the first priority and library as priority #4.
- Discussion of Senior Center aspect being included in the plan. What are the long term uses of the library and what other possible tenants can be included in the sketch plan?
- It was noted that timing and funding could have an impact on the priority schedule.
- Conversation on what other options are available for a Senior Center site. Usage of the current location shows that senior transportation is an issue. All options need to be reviewed before including the Senior Center at the library is made final. What other programs can be available for seniors at the Senior Center?
- Discussion on library being used by other community members and the possible benefit as funding through the Arrowhead region.
- Council and Library Board/Library Foundation members agreed that the Library Board could move forward with discussion with the architect for the development of a sketch plan; more time needed evaluating optional sites for the Senior Center; discussion with AEOA and reaching out to legislative on what opportunities exist for this project. Possibly look at the land and property connection which could add potential parking or for connection to Garfield.

Future Work Session Agenda Items

- EDA downtown revitalization discussion with Holly Butcher.
- Discussion of 2017 Parks Projects.
- Meeting with Community Education, Ruth Reeves.
- Status of strategic plan review of existing issues and looking ahead in 2017.
- Discussion of conditions of streets, roads, sidewalks and what our MSA money looks like and payment management plan.
- Agreed to continue with department head updates, possibly scheduling them more frequently. Suggestion to schedule the CAFD at well. Mr. Kolodge stated the CAFD Board does not get coverage on CAT-7.

There being no further business, the meeting adjourned at 6:55 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 Rock moved and Councilor Langley seconded the motion to approve the November 1, 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 October 18, 2016. The motion carried unanimously (7-0).

CONSENT AGENDA

MOTION: Councilor Bjerkness moved and Councilor Rock seconded the motion to adopt the consent agenda of November 1, 2016 approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 16-82, Authorizing the Payment of Bills and Payroll
- b. Appointment of Election Judges
- c. Approval of Temporary On-Sale Liquor License – Food For Thought
- d. Approval of Raffle Permit – Food For Thought

PUBLIC HEARING

There were none.

PRESENTATIONS

- a. Debra Shaff, Executive Director of the Cloquet/Carlton Housing Redevelopment Authority addressed the Council regarding several programs that it is operating as well as the success in being selected by the State of Minnesota for tax credit funding for its proposed housing project.

ADOPTING 2016 ASSESSMENT RATES

MOTION: Councilor Bjerkness moved and Councilor Kolodge seconded the motion to adopted **RESOLUTION NO. 16-81, A RESOLUTION ADOPTING 2016 ASSESSMENT RATES**. The motion carried unanimously (7-0).

WHEREAS, In April of 2016, the City Council adopted assessments for the 2015 reconstruction of 8th Street from a point 450 feet north of Washington Avenue to Sahlman Avenue and also Sahlman Avenue from 7th Street to 9th Street, including the replacement of existing sanitary sewer and water mains; and

WHEREAS, In April of 2016, the City Council adopted assessments for the 2015 paving of West Taylor Avenue, from South Oak Street, west approximately 1,300 feet; and

WHEREAS, At its April 15, 2016 meeting, the Cloquet City Council adopted Resolution No.'s 16-31 and 16-32 approving the assessments and assessment role for the above projects at an interest rate to be determined at a future date as part of a review of the City Assessment Policy per annum from May 5, 2016; and

WHEREAS, City staff has had opportunity to review the Assessment Policy and the interest rates used by comparable cities as part of their assessment policies; and

WHEREAS, The City Council has met and considered the recommendations of City Staff.

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

- I. The assessments for the improvements to the above aforementioned projects shall bear an interest rate as follows:

If bonds were sold to finance the improvement project, the interest rate shall be two percent (2%) more than the average interest rate of the bonds, rounded to the nearest half of a percent. If no bonds were sold, the interest rate shall be set at the same rate. Per the above method for 2016 the assessment rate shall be set at 4%.

1. The three lots must be consolidated into one tax parcel.
2. A Building Permit must be issued prior to beginning any work.
3. Animals shall not be left outside unattended.
4. The outside kennels proposed to be constructed on the site must be screened.

POLICE OFFICER APPOINTMENT

MOTION: Councilor Rock moved and Councilor Wilkinson seconded the motion to approve the probationary appointment of Ryan Lunda, effective November 7, 2016, to the position of Police Officer. The motion carried unanimously (7-0).

DRIVEWAY EASEMENT AGREEMENT

MOTION: Councilor Maki moved and Councilor Bjerkness seconded the motion to approve the driveway Easement Agreement with Eugene and Cynthia Halverson. The motion carried unanimously (7-0).

PUBLIC COMMENTS

There were none.

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

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


Brian Fritsinger, City Administrator



ADMINISTRATIVE OFFICES

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email: admin@ci.cloquet.mn.us
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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: November 4, 2016

ITEM DESCRIPTION: Lumberjack Lounge Beer and On-Sale Liquor Sales at CARC

Proposed Action

Staff recommends that the City Council move to authorize the Lumberjack Lounge, LLC to allow for the sale of beer and limited selection of hard alcohol products at the Cloquet Area Recreation Center (Northwoods Arena) as part of the Home for the Holidays Cloquet versus Duluth East alumni hockey game to be held on December 3, 2016 under all the same conditions that the Lumberjack Lounge follows for other licensed games.

Background/Overview

This past September, the City Council once again authorized the Lumberjack Lounge, LLC to sell beer and a limited selection of hard alcohol products at the Cloquet Area Recreation Center (Northwoods Arena) for a period expiring June 30, 2017. This approval authorizes the sale only during the specific games included on the Minnesota Wilderness Junior A hockey game schedule.

The arena, through the extension of the Lumberjack Lounge license, was permitted to sell during its games the past three seasons. The City has also historically allowed beer and intoxicating liquor to be sold at CARC for a wide variety of special events. Typically, these special events have been allowed through the issuance of temporary licenses to local non-profit organizations.

Under Minnesota Statutes 340A.404, Subdivision 4, the governing body of a municipality may authorize a holder of a retail on-sale intoxicating liquor license issued by the municipality to dispense intoxicating liquor at any convention, banquet, conference, meeting or social affair conducted on the premises of a sports, convention, or cultural facility owned by the municipality. Both the City Attorney and State of Minnesota have confirmed that CARC qualifies for sales under this section of State law. The addition of this one game to the licensing process would be in compliance with Statute.

During last season's game schedule, the City received no complaints regarding the sale of alcohol at the facility. There were no major issues related to problems or involvement of law enforcement.

This request is being made by the Cloquet Chamber of Commerce and the Minnesota Wilderness as the sponsoring parties of an adult alumni hockey game as part of the Home for the Holidays community celebration. There will be no minors or current members of the either high school team participating in the event.

To Mayor and Council
Alumni Hockey Game Beer/On Sale Liquor Sales
November 4, 2016
Page 2

Policy Objectives

M.S. 340A.404, Subd. 4, specifically addresses this request. City Code, Section 6.2 also addresses the licensing of alcohol within City limits.

Financial/Budget/Grant Considerations

There are no direct financial impacts to the City related to this application.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Letter of Request from Cloquet Chamber of Commerce

Cloquet Area Chamber of Commerce



November 4, 2016

City of Cloquet
City Administrator
1307 Cloquet Avenue
Cloquet, MN 55720

Dear Mr. Fritsinger:

The Cloquet Area Chamber of Commerce is writing to request the City of Cloquet include one additional event to The Jack's liquor license in collaboration with the Wilderness.

The Cloquet Area Chamber is coordinating the 1st annual Alumni Hockey Game as part of the numerous communities events planned for the "Home for the Holidays" weekend December 2nd – 4th. The Alumni Hockey Game will be held at the Northwoods Credit Union Arena and will feature the Cloquet Lumberjacks and Duluth East Greyhounds. The Wilderness is a major sponsor of the event and would like to request the December 3rd Alumni Game be added to their list of games on the existing liquor license through The Jack. I have included the event flyer which includes more details for you to review.

The Cloquet Area Chamber of Commerce is thrilled to participate in the Home for the Holidays community weekend. If you have any questions regarding the request or the event please contact me here at the Chamber office. Thank you for considering our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Zink". The signature is fluid and cursive, written over the printed name.

Kelly Zink
President

Alumni Hockey Game



Cloquet Lumberjacks ALUMNI

VS Duluth East ALUMNI

Join the Cloquet Area Chamber of Commerce at the competitive alumni hockey game where the long-time rivals will battle for the coveted Alumni Cup!

Saturday, December 3

7:00 pm

NWCU Arena

1102 Olympic Drive, Cloquet

Tickets sold at:

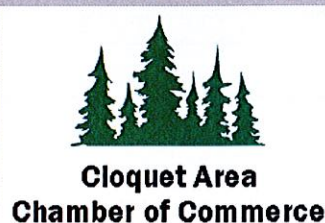
Cloquet Area Chamber
of Commerce
OR at game.

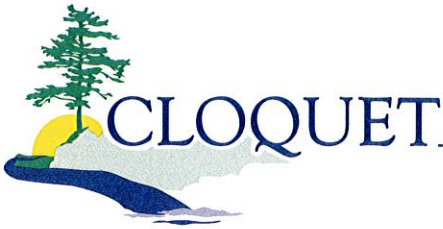
\$8.00 Adults

\$5.00 Students

Sponsors:

KOLAR
CHEVROLET BUICK GMC CADILLAC






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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: November 8, 2016

ITEM DESCRIPTION: Outdoor Public Fireworks Display Permit

Proposed Action

Staff recommends that the City Council move to approve the Outdoor Public Fireworks Display Permit for fireworks for the Home for the Holidays Celebration on December 3 at 5:00 p.m. subject to any final issues identified by the Chief of Police or Fire District Chief being addressed by the applicant.

Background/Overview

The City has received an application from Pyrotechnic Display to hold a Fireworks display on December 3rd at 5:00 pm. This is a new activity to be held as part of the Home for the Holidays celebration.

The applicant is proposing to hold the fireworks at Veteran’s Park. Access to this area is usually limited during the day of the display. The Council will note on the attached diagram that a portion of Avenue B is impacted by the safety zone. The Fire Chief has reviewed the application, spoke with the applicant and supports the permit being issued along with Avenue B being closed just prior to and immediately after the display.

The company has provided the required liability insurance documentation and information attached. This year’s fireworks are sponsored by the City of Cloquet Home for the Holidays event, an ad hoc committee, working to ensure that festivities continue in 2016. The City has entered into an agreement for fireworks with Pyrotechnic Display, Inc. for the fireworks. The company has provided this service for a number of years as part of the July 4th Celebration and the City has had no issues of concern.

Policy Objectives

The permit is consistent with that provided by the State of Minnesota. The City does not have any specific permitting or other requirements included in our City Code.

Financial/Budget/Grant Considerations

There is no city fee associated with this permit. The City does incur additional law enforcement and fire safety presence on the night of the fireworks.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application

APPLICATION FOR OUTDOOR DISPLAY OF FIREWORKS/PYROTECHNIC SPECIAL EFFECTS

Applicant instructions: This application must be completed and returned at least 15 days prior to date of display.

Name of applicant (Sponsoring Organization): City of Cloquet-Santa's Home for the Holidays event

Address of applicant: 1307 Cloquet Avenue, Minnesota 55720

Name of authorized agent of applicant: Pyrotechnic Display, Inc.

Address of agent: 9405 River Road SE, Clear Lake, MN 55319

Telephone number of agent: 320-743-6496 Ext. 1

Date of display: December 3, 2016 Time of display: about 5-6pm

Location of display: Veterans Park, MN-please see attached site map

Manner and place of storage of fireworks/pyrotechnic special effects prior to display: _____

Delivery and storage in truck on day of display

Type & number of fireworks/pyrotechnic special effects to be discharged: _____

1.3G product - up to 4 inch aerial shells and Multi-Shot Box Items & Candles

Minnesota State law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal.

Name of supervising operator: Mark Hanson Certificate No.: B 0145

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least \$ 5,000,000.00.
2. A diagram of the grounds at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained
3. Names and ages of all assistants that will be participating in the display. Byron Byker, 36

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: _____

I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of applicant (or agent): Bucky Hanson Date of application: Oct. 20, 2016

Signature of Fire chief: _____ Date: _____

Printed name of above official: _____ Phone: _____

Signature of issuing authority: _____ Date: _____

Printed name of above official: _____ Phone: _____

MAYOR'S PROCLAMATION

City of Cloquet

WHEREAS, the City of Cloquet, MN, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years; and

WHEREAS, small businesses employ over 49 percent of all businesses with employees in the United States; and

WHEREAS, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

WHEREAS, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

WHEREAS, the City of Cloquet, MN, supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as *Small Business Saturday*.

THEREFORE, BE IT RESOLVED, that I, Dave Hallback, Mayor of Cloquet, do hereby proclaim November 26, 2016, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on *Small Business Saturday* and throughout the year.



Dave Hallback, Mayor
City of Cloquet



WHAT IS SMALL BUSINESS SATURDAY?

Small Business Saturday[®] was created in 2010 in response to small business owners' most pressing need: more customers. Falling between Black Friday and Cyber Monday, it's a day to support the local businesses that create jobs, boost the economy and preserve neighborhoods around the country. It has since become a nation-wide, well-known celebrated event on the national calendar with support from elected officials, public and private organizations.



WHY SUPPORT SMALL BUSINESS SATURDAY?

- Demonstrates commitment to the communities in which we live
- Creates goodwill within the communities
- When we support small business, jobs are created and local communities preserve their unique culture

WHAT PEOPLE ACROSS THE NATION ARE SAYING ABOUT 2015 SMALL BUSINESS SATURDAY*:

"Small Business Saturday was an amazing experience for everyone involved. From the business owners, to the guests, everyone felt a great pride in their community and appreciated the opportunity to find companies that are local to them. I can't wait for next year!"

– Syd Suntha of Bread and Circuses in Seattle, WA

"At Cliché Noe Gifts + Home, Small Business Saturday is a very important kick-off to the holiday season and we have double staff all day long to provide that level of service we base our reputation on everyday. Customers are so happy when we 'gift' them the beautiful designer bags. It is a real pleasure to see folks walking around displaying their bags and again, spreading the message: I Shopped Small."

– Dani Sheehan-Meyer, Cliché Noe Gifts + Home in San Francisco, CA

"The holiday shopping season is a critical time for our small business owners. Consumers have more choices everyday about where to spend their money and the savvy shoppers know that shopping small impacts their community's economy. Last year, 50% of businesses participating in the Small Business Saturday campaign responded that it had a significant positive impact on their business."

– Charlotte Gill, Stay Local in New Orleans, LA

**If you would like to include any of this content please reach out to meganh@mbooth.com*

2015 SMALL BUSINESS SATURDAY FACTS:

- More than 95 million consumers shopped at small businesses on Small Business Saturday in 2015, marking an eight percent increase from 2014¹
- The U.S. Senate unanimously passed a resolution recognizing November 28, 2015 as Small Business Saturday, supporting efforts to encourage consumers to shop locally, increase awareness of the value of locally owned small businesses and highlight these businesses' impact on the economy of the United States
- Elected officials in all 50 states and Washington, D.C. – including President Obama and many senior government officials – championed Small Business Saturday
- More than 4,100 Neighborhood Champions around the country rallied local businesses and created events and activities in their communities
- 425 small business advocate groups supported the nationwide initiative
- Nearly 100 corporations, including FedEx, Eventbrite, Microsoft, and Yelp, banded together with American Express to promote shopping at small businesses for Small Business Saturday
- In the month of November, there were 85 million social media engagements in support of Small Business Saturday, many using the hashtags #SmallBizSat and #ShopSmall

JOIN THE COALITION:

Building on the success of the previous six years, we plan to scale this year's Small Business Saturday by expanding the coalition of supporters and creating more local events around the country. This includes support from advocacy organizations that join the initiative to motivate constituents through incentives and offers to Shop Small® on November 26, 2016.

The coalition will be led by Women Impacting Public Policy, a business advocacy organization representing small businesses. **Join Us!**

CONTACT INFO:

Jason Lalak, Vice President, Women Impacting Public Policy (WIPP) | Phone: (415) 434-4314 | Email: JLalak@wipp.org


¹Small Business Saturday Consumer Insights Survey by National Federation of Independent Business (NFIB) and American Express. (November 30, 2015). Based on consumer self-reported data and does not reflect actual receipts or sales.



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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: November 9, 2016

ITEM DESCRIPTION: Consideration of Resolution Determining Results of City General Election

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 16-86, CERTIFYING 2016 MUNICIPAL GENERAL ELECTION CANVASS.**

Background/Overview

The City General Election was conducted on Tuesday, November 8, 2016 in conjunction with the State General Election. The General Election for Cloquet involved the following positions:

- Councilor Ward 4
- Councilor Ward 5
- Councilor At-Large

Policy Objectives

Minnesota State Statute 205.185, subd. 3, states that between the third and tenth day after an election, the governing body of a City conducting an election shall act as the canvassing board, canvass the returns, and declare the results of the election.

Financial Impacts/Budget/Grant Considerations

None.

Advisory Committee/Commission Action

None.

Supporting Documentation

- Resolution No. 16-86

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

RESOLUTION NO. 16-86

**RESOLUTION CERTIFYING
2016 MUNICIPAL GENERAL ELECTION CANVASS**

WHEREAS, The City of Cloquet held its General Election on November 8, 2016; and

WHEREAS, Minnesota Statute 205.185, Subd. 3, requires that the City canvass the results of the election between the third and tenth day after a general election; and

WHEREAS, The Council met on November 15, 2016, as a canvassing board to review the results of the election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City Council declare the results of election as identified on the following canvassing list and authorize the City Administrator to notify Carlton County of the results of said canvass.

Total Votes Cast.....	6,076
For Councilor Ward 4:	
Kerry Kolodge.....	912
Write In	10
For Councilor Ward 5:	
Steve Langley.....	719
Mark Roberts	467
Write In	6
For Councilor Ward At Large:	
Adam Bailey	3,184
Lara Wilkinson.....	2,305
Write In	18

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 15TH DAY OF NOVEMBER, 2016.**

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Nancy Klassen, Finance Director *(Signature)*
Reviewed by: Brian Fritsinger, City Administrator *(Signature)*
Date: November 7, 2016

ITEM DESCRIPTION: Certification of Utility Bills and Miscellaneous Property Charges

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 16-89, ADOPTING AND CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT UTILITIES AND MISCELLANEOUS PROPERTY CHARGES.**

Background/Overview

Minnesota Statute section 444.075, subd. 3 (e) allows municipal water utilities to certify unpaid water, sewer, storm water and other property charges to the county auditor for collection with property taxes. The certification can be done once a year or more often. The City is certifying semi-annually in 2016.

Policy Objectives

The use of this statutory collection method allows the City to enhance revenue collection. The ability to capture these monies has a direct correlation to the City's operating budget.

Financial/Budget/Grant Considerations

Collection of delinquent utility bills and miscellaneous property charges through the 2017 property tax statements. See attached listing for amount certified.

Advisory Committee/Commission Action

Not applicable.

Supporting Documentation Attached

- Resolution 16-89.
- Listing of delinquent bills to be certified to Carlton County.

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

RESOLUTION NO. 16-89

**RESOLUTION ADOPTING AND CONFIRMING SPECIAL ASSESSMENTS
FOR DELINQUENT UTILITIES**

WHEREAS, The amount to be specially assessed for delinquent utilities has been calculated in accordance with the provisions of City ordinances and Minnesota Statutes; and

WHEREAS, Notices have been duly mailed as required by law; and

WHEREAS, Said proposed assessments have at all times since their filing been open for public inspections, and an opportunity has been given to all interested parties to present objections, if any, to the proposed assessments; and

WHEREAS, There were no oral or written objections received.

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

1. The amounts so calculated and set forth in said notices are hereby levied against the respective parcels of land described therein; and
2. The proposed assessments are hereby adopted and confirmed as special assessments for each of said parcels of land and the assessments shall be a lien concurrent with general taxes upon said parcel.

BE IT FURTHER RESOLVED, That the City Administrator be authorized and directed to transmit to the County Auditor a certified duplicate of the assessment roll to be extended upon the property tax lists of the County and the County Auditor shall collect said special assessments with taxes levied in 2016, payable in 2017.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 15TH DAY OF NOVEMBER, 2016.**

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator

STATE OF MINNESOTA)
COUNTY OF CARLTON)
CITY OF CLOQUET)

I, Brian Fritsinger, City Administrator of the City of Cloquet, Minnesota, pursuant to Chapter 364 of the Laws of Minnesota for 1909, and Amendments thereto, and pursuant to resolution of the City Council of the City of Cloquet, passed November 15, 2016,

HEREBY CERTIFY, That there is remaining in my office unpaid and for collection the following Utility & Misc. Bills for the 2017 Real Estate Tax payments, against the following lots and tracts of land in the following amounts to-wit:

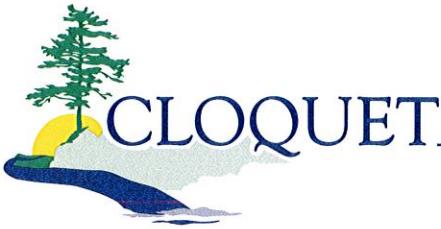
<u>Parcel ID</u>	<u>Property Address</u>	<u>Invoice/Account Number</u>	<u>Bill Amount</u>	<u>Collection Fee</u>	<u>Total Certified</u>
06-110-0160	22 14th Street	10902	\$ 37.50	\$ 25.00	\$ 62.50
06-185-0600	1702 Avenue C	10854	37.50	25.00	62.50
06-220-0220	326 2nd Street	10813	37.50	25.00	62.50
06-065-0220	611 Adams Street	10770	150.00	25.00	175.00
06-075-0080	303 2nd Street	10766	536.78	-	536.78
06-075-0120	303 2nd Street	10766	52.44	-	52.44
06-230-1440	518 Carlton Ave West	0113005500-03	154.77	25.00	179.77
06-015-0340	717 Larch Street	0114013900-02	192.02	25.00	217.02
06-185-0560	1712 Ave C	0118017500-04	63.12	25.00	88.12
06-210-0480	332 21st Street	0119003100-04	59.30	25.00	84.30
06-045-0480	40 2nd Street	0121020600-18	22.34	25.00	47.34
06-110-0960	15 17th Street	0118012000-07	153.53	25.00	178.53
06-033-0700	911 1/2 Prospect Ave	0122011000-29	52.07	25.00	77.07
06-300-1220	606 Maple Street	0113006600-02	79.69	25.00	104.69
06-015-0480	745 Larch Street	0114013400-10	85.77	25.00	110.77
06-050-0500	1909 Carlton Ave	0119013700-07	158.53	25.00	183.53
06-275-2180	15 11th Street North	0124020500-04	164.83	25.00	189.83
06-365-0280	404 Ridgewood Drive	0111016000-09	227.46	25.00	252.46
06-015-0460	743 Larch Street	0114013450-25	18.30	25.00	43.30
06-110-1720	103 17th St/Apt 1 - downstairs	0118011500-17	51.05	25.00	76.05
06-045-0720	19 3rd Street	0121019700-19	99.90	25.00	124.90
06-415-0382	506 4th Street	0123011300-02	23.13	25.00	48.13
06-175-1465	310 Johnson Ave	0112003160-00	49.18	25.00	74.18
06-015-0620	722 Balsam Street	0114011100-07	18.30	25.00	43.30
06-110-2760	213 17th Street - down	0118010700-20	42.54	25.00	67.54
06-110-1720	103 17th St/Apt 1 - downstairs	0118011500-18	290.30	25.00	315.30

06-165-1400	2311 Kelly Ave	0120001500-05	18.30	25.00	43.30
06-290-4160	121 14th Street	0120011600-13	370.72	25.00	395.72
06-245-0520	114 8th Street	0121002500-17	92.68	25.00	117.68
06-005-1460	216 2nd Street	0122000600-04	51.08	25.00	76.08
06-100-0060	833 Spring Lake Road	0115016900-01	169.95	25.00	194.95
06-350-0940	1302 20th Street	0116002300-00	435.94	25.00	460.94
06-290-2440	1115 Carlton Ave	0120016000-03	355.42	25.00	380.42
06-320-0620	430 2nd Street	0123007200-04	426.90	25.00	451.90
06-275-0040	7 8th Street	0126003600-08	1,076.69	25.00	1,101.69
06-110-0080	1404 Cloquet Ave	0126008040-08	267.66	25.00	292.66
06-215-0200	1202 Prospect Ave	0123017800-02	246.85	25.00	271.85
06-045-2680	324 Ave A	0112007450-01	344.68	25.00	369.68
06-045-2540	315 Ave B	0112007800-09	555.82	25.00	580.82
06-110-1720	103 17th St - upstairs	0118011550-00	264.99	25.00	289.99
06-055-0020	1314 Selmsler Ave	0122003400-02	745.45	25.00	770.45
06-145-0060	802 Carlton Ave	0124017700-02	955.90	25.00	980.90
06-045-3160	111 Ave C	0126002000-02	151.99	25.00	176.99
06-045-3620	207 Ave C	0126002500-01	1,927.29	25.00	1,952.29
06-185-0080	1515 Cloquet Ave	0126006035-00	236.65	25.00	261.65
06-510-6110	1000 Tall Pine Lane	0126016570-00	224.34	25.00	249.34
06-510-7790	Nels Nelson - Moorehead Rd Pit	0160102900-00	417.80	25.00	442.80
06-510-7812	Glacier Paving's Gravel Pit	0160006400-00	140.48	25.00	165.48
06-060-0240	320 Scanlon Way	0160004900-00	146.60	25.00	171.60
06-065-0220	611 Adams Street	0111012300-00	41.22	25.00	66.22
06-725-0180	2516 OTTER CREEK DR	0260060300-01	110.40	25.00	135.40
06-510-0077	380 W ST LOUIS RIVER RD	0260072300-00	103.08	25.00	128.08
06-510-3920	1 CONNOR RD	0260010300-01	100.80	25.00	125.80
06-510-2140	248 FREEMAN RD	0260058900-03	100.80	25.00	125.80
06-510-0661	303 FREEMAN RD	0260065900-00	100.80	25.00	125.80
06-510-4480	47 RESERVATION RD	0260073700-00	100.80	25.00	125.80
06-510-5090	995 PINWOOD DR	0260079300-00	100.80	25.00	125.80
06-710-0100	1286 1/2 ROBERT ST	0260015200-00	98.76	25.00	123.76
06-580-0345	1394 DAVID RD	0260005500-01	90.00	25.00	115.00
06-510-3650	123 KETOLA RD	0260014800-00	61.74	25.00	86.74

06-510-2390	238 ENGLISH RD	0260001500-00	60.00	25.00	85.00
06-510-1970	280 HIGHWAY 33 N	0260005300-00	60.00	25.00	85.00
06-510-4025	11 BREVATOR RD	0260010900-00	60.00	25.00	85.00
06-510-3960	11 WUOLLET RD	0260011100-00	60.00	25.00	85.00
06-510-3340	111 RESERVATION RD	0260011500-00	60.00	25.00	85.00
06-510-3261	122 BREVATOR RD	0260014500-00	60.00	25.00	85.00
06-510-3105	122 RESERVATION RD	0260014600-00	60.00	25.00	85.00
06-710-0960	1297 ROBERT ST	0260017000-01	60.00	25.00	85.00
06-510-7810	1298 ALJO RD	0260017100-00	60.00	25.00	85.00
06-510-7940	1356 LAWRENCE RD	0260021700-00	60.00	25.00	85.00
06-510-7980	1362 LAWRENCE RD	0260022500-00	60.00	25.00	85.00
06-560-0360	1363 LAWRENCE RD	0260022700-00	60.00	25.00	85.00
06-560-0320	1367 LAWRENCE RD	0260023300-01	60.00	25.00	85.00
06-570-0320	1368 ROLAND RD	0260023600-01	60.00	25.00	85.00
06-570-0280	1370 ROLAND RD	0260024100-00	60.00	25.00	85.00
06-679-0060	1372 LAWRENCE ROAD	0260024500-00	60.00	25.00	85.00
06-570-0640	1379 ROLAND RD	0260025800-00	60.00	25.00	85.00
06-560-0200	1381 LAWRENCE RD	0260026100-00	60.00	25.00	85.00
06-570-0160	1384 ROLAND RD	0260026700-00	60.00	25.00	85.00
06-580-0080	1386 DAVID RD	0260027000-00	60.00	25.00	85.00
06-570-0060	1392 ROLAND RD	0260028100-01	60.00	25.00	85.00
06-510-8291	1405 ROLAND RD	0260029600-00	60.00	25.00	85.00
06-510-8312	1409 LAWRENCE RD	0260030500-00	60.00	25.00	85.00
06-590-0120	1412 JOHN RD	0260031100-00	60.00	25.00	85.00
06-510-8370	1421 LAWRENCE RD	0260033100-00	60.00	25.00	85.00
06-510-8390	1423 LAWRENCE RD	0260033700-01	60.00	25.00	85.00
06-520-8437	1426 LAWRENCE RD	0260033900-00	60.00	25.00	85.00
06-678-0140	1437 BLUE SPRUCE LN	0260034200-00	60.00	25.00	85.00
06-750-0125	1461 CARL STREET	0260034900-00	60.00	25.00	85.00
06-750-0020	1462 CARL ST	0260035200-02	60.00	25.00	85.00
06-510-7771	1464 ANN ST	0260035400-00	60.00	25.00	85.00
06-510-6375	1471 SPRING LAKE RD	0260036100-00	60.00	25.00	85.00
06-510-7813	1474 ALJO RD	0260036400-00	60.00	25.00	85.00
06-510-8095	1515 MOORHEAD RD	0260038200-00	60.00	25.00	85.00

06-586-0020	1522 SPRING LAKE RD	0260039000-00	60.00	25.00	85.00
06-510-5140	1523 AIRPORT RD	0260039100-01	60.00	25.00	85.00
06-675-0180	1556 WHITE PINE TRL	0260041300-00	60.00	25.00	85.00
06-510-7654	1575 BRUMMER DR	0260042400-00	60.00	25.00	85.00
06-510-7650	1578 BRUMMER DR	0260042500-00	60.00	25.00	85.00
06-510-7649	1579 BRUMMER DR	0260042700-00	60.00	25.00	85.00
06-510-4712	1633 AIRPORT RD	0260044400-01	60.00	25.00	85.00
06-510-4556	1661 BIG LAKE RD	0260045500-00	60.00	25.00	85.00
06-510-4070	1721 BIG LAKE RD	0260046800-00	60.00	25.00	85.00
06-510-4211	1755 BIG LAKE RD	0260047500-00	60.00	25.00	85.00
06-510-4270	1768 BIG LAKE RD	0260048700-00	60.00	25.00	85.00
06-510-4219	1769 BIG LAKE RD	0260048800-01	60.00	25.00	85.00
06-510-4215	1775 BIG LAKE RD	0260049300-00	60.00	25.00	85.00
06-510-4305	1796 BIG LAKE RD	0260049900-00	60.00	25.00	85.00
06-510-2975	180 RESERVATION RD	0260050000-02	60.00	25.00	85.00
06-510-3790	1817 BIG LAKE RD	0260050700-00	60.00	25.00	85.00
06-510-3570	1818 JARVI RD	0260050800-00	60.00	25.00	85.00
06-510-3915	1872 BIG LAKE RD	0260051600-01	60.00	25.00	85.00
06-510-4020	21 BREVATOR RD	0260053900-00	60.00	25.00	85.00
06-510-4880	22 RESERVATION RD	0260054600-00	60.00	25.00	85.00
06-510-8270	2312 14TH ST	0260055700-00	60.00	25.00	85.00
06-510-2405	232 ENGLISH RD	0260055900-00	60.00	25.00	85.00
06-510-2380	234 ENGLISH RD	0260056600-00	60.00	25.00	85.00
06-510-2740	238 LAINE RD	0260056800-00	60.00	25.00	85.00
06-510-4307	24 WUOLLET RD	0260057300-00	60.00	25.00	85.00
06-510-2742	244 LAINE RD	0260058500-00	60.00	25.00	85.00
06-725-0480	2513 OTTER CREEK DR	0260060100-01	60.00	25.00	85.00
06-743-0640	2581 14TH ST	0260062300-00	60.00	25.00	85.00
06-510-2095	261 HIGHWAY 33 N	0260062800-00	60.00	25.00	85.00
06-510-1730	263 FREEMAN RD	0260062900-00	60.00	25.00	85.00
06-510-1370	275 JACKPINE DRIVE	0260064100-00	60.00	25.00	85.00
06-510-1990	292 HIGHWAY 33 N	0260065000-00	60.00	25.00	85.00
06-510-0473	306 N HIGHWAY 33	0260066200-00	60.00	25.00	85.00
06-510-0182	316 LAINE RD	0260066700-00	60.00	25.00	85.00


06-510-0494	325 PREVOST ROAD	0260067500-00	60.00	25.00	85.00
06-510-0540	353 FREEMAN RD	0260069700-00	60.00	25.00	85.00
06-510-0300	354 FREEMAN RD	0260069800-00	60.00	25.00	85.00
06-510-0090	370 PREVOST RD	0260070900-01	60.00	25.00	85.00
06-510-0060	370 ST LOUIS RIVER RD W	0260071000-01	60.00	25.00	85.00
06-510-0050	373 CROSBY RD	0260071200-01	60.00	25.00	85.00
06-510-0296	374 FREEMAN RD	0260071300-00	60.00	25.00	85.00
06-510-0205	395 HIGHWAY 33 N	0260073000-00	60.00	25.00	85.00
06-510-3625	514 BROOKSTON RD	0260073800-00	60.00	25.00	85.00
06-510-0524	633 KALLSTROM RD	0260075300-00	60.00	25.00	85.00
06-510-4990	956 TRETTEL LN	0260077600-00	60.00	25.00	85.00
06-510-4760	959 TRETTEL LN	0260077800-00	60.00	25.00	85.00
06-510-4980	960 TRETTEL LN	0260077900-00	60.00	25.00	85.00
06-510-5060	983 PINWOOD DR	0260078900-00	60.00	25.00	85.00
06-510-4960	996 TRETTEL LN	0260079400-00	60.00	25.00	85.00
06-510-5095	999 PINWOOD DR	0260079500-00	60.00	25.00	85.00
06-510-1750	06-510-1750	0260080100-00	60.00	25.00	85.00
06-725-0080	1571 BRUMMER DR	0260101700-00	60.00	25.00	85.00
06-510-2660	243 LAINE RD	0260101800-00	60.00	25.00	85.00
06-510-3622	544 BROOKSTON RD	0260102000-00	60.00	25.00	85.00
06-510-0503	395 FREEMAN RD	0260072900-02	58.32	25.00	83.32
06-510-0304	360 FREEMAN RD	0260070400-00	56.64	25.00	81.64
06-750-0120	1469 CARL ST	0260035900-01	52.80	25.00	77.80
06-510-3880	1877 BIG LAKE RD	0260051800-00	44.65	25.00	69.65
			<u>\$ 18,983.64</u>	<u>\$ 3,750.00</u>	<u>\$ 22,733.64</u>



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: November 7, 2016

ITEM DESCRIPTION: Electricity (Lake Country Power) Franchise Agreement

Proposed Action

Staff recommends that the City Council move to adopt **ORDINANCE NO. 461A, AN ORDINANCE GRANTING TO LAKE COUNTRY POWER, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF CLOQUET, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.**

Background/Overview

The City currently has electricity, natural gas, and cable television franchise agreements with MN Power, Minnesota Energy, and Mediacom respectively. However, the City has not historically had a franchise agreement with Lake Country Power. As a result of the recently approved Conditional Use Permit for a new transition station, staff has been working with the company to negotiate a new franchise. The franchise is almost identical to the franchise with Minnesota Power.

Some of the key components of the franchise include:

1. **Term** - It is a 20 year term.
2. **Locations** - The agreement specifies the location of electric facilities, disruption or interference with the normal use or operation of public ways, requirements for repair or maintenance of the public ways when making improvements, restoration of the areas after completion of work, sharing poles, tree trimming, etc.
3. **Indemnification** - The agreement clarifies the legal relationships in the area of claims, insurance and compliance with laws.
4. **Franchise Fee** - Language in the agreement has been drafted to reserve the rights to implement a local franchise fee. It generally describes the different methods we can use to charge such fees.

The City Council has previously expressed reservations about implementing a fee for our franchises. Under the terms of this agreement, the City has the ability to implement a fee at any time during the term of the agreement. Should the City Council wish to explore the fee concept further, staff will research and present different concepts and ideas related to the fee concept.

As a reminder, franchise fees provide the following advantages:

- Not subject to loss of revenues as a result of State budget issues.
- Reliable and steady source of revenue respective of economic conditions.
- Growth in revenues directly proportional to growth in population.
- New residential customers contribute to payment of City services when they occupy a home. The property tax system has a 1-1/2 - 2 year gap between the time they start receiving service (occupancy of home) until the homeowner makes their first payment of taxes on the property.
- Tax exempt properties would contribute their respective share to the revenue stream. Examples of tax exempt property include:
 - State of Minnesota facilities
 - County agencies
 - Churches
 - School District

Disadvantages includes:

- May be unpopular with certain property or user classes as the fee is typically passed directly from the utility to the property/user.
- May be perceived as another form of taxation.
- May need to be adjusted periodically.

The fee may be structured either as a flat fee per meter (or account) or as a percentage of gross revenue. Most communities are using the flat fee per meter approach. It is roughly estimated that such a fee in Cloquet could generate several hundred thousand dollars annually.

In terms of its electricity franchise, portions of the City are also served by Minnesota Power. Thus, this is a non-exclusive franchise meaning that more than one provider can provide the services. Service areas of MN Power and Lake Country Power are set by the State PUC. For reasons unknown to staff, Lake Country Power has never operated under a franchise with the City.

Policy Objectives

Under current state law, a City may require franchise agreements for these providers operating within the City's limits. The franchise agreements provide the terms for which utility companies may operate in the public right of way. Section 9.1.04 of City Code addresses the various permit requirements related to the use of the public right of way. Section 9.1.04, Subd. 1(c) requires that all privately owned utility companies obtain a franchise permit from the City.

Financial/Budget/Grant Considerations

There are no direct financial impacts or costs to the City related to the franchise agreement as drafted. Only in the case of the implementation of a "fee" would the City obtain revenue from the franchise.

Advisory Committee/Commission Action

- None.

Supporting Documentation Attached

- Ordinance No. 461A
- Resolution No. 16-90

ORDINANCE NO. 461A

AN ORDINANCE GRANTING TO LAKE COUNTRY POWER A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF CLOQUET, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

1.1 In Ordinance Number 206A and Section 11.9 of the City Code, the City has required each Utility Service Provider to obtain and maintain a franchise with the City and to provide consideration to the general fund of the City for the rights afforded to it in the franchise.

1.2 In the interest of fairness and comparable treatment, the City finds it necessary and desirable to formalize its rules and regulations and to implement the terms of Ordinance Number 430A with respect to the City of Cloquet, and, to the extent feasible and practicable, to all other Utility Service Providers.

SECTION 2. DEFINITIONS. For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Cloquet, County of Carlton, State of Minnesota and the corporate limits thereof on the Effective Date and as they may be adjusted from time to time hereafter.

City Utility System. Facilities used for providing public utility service owned or operated by the City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals.

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

Company. Lake Country Power, a Minnesota Corporation, its successors and assigns including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this Franchise.

Company Service Area. Those areas within the City to which the Company has been assigned the right to provide electric service, as in effect on the Effective Date or as may be hereafter revised.

Council. The City Council of the City of Cloquet as from time to time constituted.

Effective Date. The effective date of this Ordinance.

Electric Facilities. Electric transmission and distribution substations, towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

Extension Rules. The rules adopted from time to time by the Company governing its extension of Electrical Facilities.

Franchise. The grant of rights made by the City to the Company in this Ordinance, subject to its terms and conditions.

Notice. A writing served by any party or parties on any other party or parties at the following addresses:

If to the City: City of Cloquet
 1307 Cloquet Avenue
 Cloquet, MN 55720
 Attn: City Administrator

If to the Company: Lake Country Power
 2810 Elida Drive
 Grand Rapids, MN 55744
 Attn: General Manager

Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Person. A natural person or any partnership, joint venture, corporation, cooperative, limited liability company or any public corporation, political subdivision or agency of the State or any other legal entity that may be created by law.

Public Ground. All real property owned by or dedicated to the City with respect to which the City holds the legal right or title to grant or withhold easement, leasehold or occupancy rights or servitudes.

Public Way. Any street, alley and other public rights-of-way within the City.

Utility. Transmitting, furnishing, transporting, distributing, delivering, selling, receiving, importing, manufacturing, or causing to be produced, transmitted, furnished, transported, delivered, sold, received, imported, or manufactured, electric energy, natural gas, mixed gas, heat, light, power, and services provided through a cable communication system.

Utility Service Provider. Any Person who performs any one or more of the activities of a Utility to or for the public or to or for any one or more persons within the corporate limits of the City and may, as contemplated herein, be the ultimate user or consumer of the Utility service provided.

SECTION 3. THE FRANCHISE.

3.1. **Grant of Franchise.** The City hereby grants the Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to transmit and furnish electric energy for any public or private use within and through the Company Service Area. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds within the Company Service Area, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to all applicable design and safety codes, the provisions of this Ordinance, zoning ordinances, other applicable ordinances, permit procedures and the customary and necessary practices of the City.

3.2. **Not Exclusive.** This Franchise is not exclusive.

3.3. **Effective Date.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and upon the Company's duly authorized acceptance below as executed within thirty (30) days after passage and publication of this Ordinance or any amendment thereto.

3.4. **Continuation of Franchise.** If the City and Company are unable to agree on the terms of a new Franchise by the time this Franchise expires, this Franchise will remain in effect until a new Franchise is agreed upon, or until ninety (90) days after the City or the Company serves written notice to the other party of its intention to allow the Franchise to expire subject to the parties agreement on new terms and conditions.

SECTION 4. LOCATIONS; CONSTRUCTION; OTHER REGULATIONS.

4.1. **General.** Electric Facilities shall be located, constructed and maintained by the Company: (i) in as safe and secure a condition or manner as reasonably possible, (ii) so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways, and (iii) so as not to disrupt or interfere with the normal use or operation of any Public Ways, Public Ground or the City Utility System. Electric Facilities to be located on Public Ground must be approved as determined by the City in its sole discretion. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this Ordinance and such other regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Ordinance.

4.2. **Construction; Maintenance; Repairs.** Whenever the Company desires to open or disturb any Public Way or Public Ground for the purpose of constructing, maintaining, or repairing Electric Facilities, it shall give the City reasonable advance Notice, but not less than ten (10) business days, by filing a written Notice with the City Administrator and City Engineer. In any case, the Company shall not commence such work before obtaining any applicable permit for which the City may impose a reasonable fee, or other appropriate written consent from the City. The Company shall not, during the progress of the work, endanger or unnecessarily obstruct the passage of traffic or the normal and customary use of the Public Ways and Public Ground. During the progress of such work, the Company shall keep the affected Public Ways or Public Ground guarded in order to avoid accidents to persons or property. All work performed by the Company shall comply with all applicable federal, state, and local laws, rules, and regulations.

4.3 **Emergencies.** The requirements for obtaining permits from the City pursuant to Section 5.2 shall not apply if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone notice to the City before, if reasonably possible, commencement of the emergency repair. Within two (2) business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

4.4 **Restoration.** Following the completion of any work, the Company shall promptly and diligently restore the affected Public Ways and/or Public Ground to as good a condition as before the work commenced. If the Company fails to promptly restore such Public Ways and/or Public Ground within ten (10) days of Notice by the City, the City may engage an independent contractor at the expense of the Company to perform the restoration of the Public Ways and/or Public Ground as required under this Section. The Company shall pay to the City upon demand the cost to the City of affecting such restoration including the City's administrative expenses and overhead.

4.5 **Avoidance of Damage.** The Company must take reasonable measures to prevent the Electric Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Electric Facilities from damage that could be inflicted on the Electric Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Electric Facilities, if given reasonable Notice by the City of such work prior to its commencement.

4.6 **Field Locations.** The Company shall provide field locations for all its underground Electric Facilities when requested by the City within a reasonable period of time. The period of time will be deemed reasonable if it meets the requirements of the one call excavation notice system as now provided in Minnesota Statutes, chapter 216D (commonly known as of the Effective Date as the "Gopher State One Call" system).

4.7 **Shared Use of Poles; Street Lights.** If the City desires to place facilities on the Company's poles, the City shall enter into a License Agreement for Pole Attachment Rental with the Company containing terms and conditions substantially similar to those contained in other such Agreements that the Company has with other governmental entities.

4.8 **Vegetation Control.** Subject to such procedures, regulation and supervision as the Council may establish, the Company may, at its cost, trim all trees and shrubs in the Public Ways located within the Company Service Area to the extent the Company finds it necessary to avoid interference with the proper construction, operation, repair and maintenance of any of the Company's Electric Facilities installed or maintained hereunder provided that Company shall hold the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

4.9 **Notice of City Improvements.** The City will give the Company reasonable advance Notice of plans for improvements to Public Ways and Public Ground in the Company Service Area where the City has reason to believe that the Company's Electric Facilities may affect or be affected by such improvements. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways and/or Public Ground upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or parcel of Public Ground is involved, the order in which the work is to proceed.

4.10 **Acquisition.** The City shall have the right to purchase or otherwise acquire the Company's Electric Facilities or the Company Service Area, or portion(s) thereof, at any time by way of eminent domain under Minnesota Statutes, Chapter 117 or under Minnesota Statutes, Chapter 216B, in either case, as such statutes or amendments to such are in effect on the date the City commences such purchase or acquisition. In that event, the pleading commencing the acquisition proceeding by the City shall be noticed to the Company for it to make any adjustments to its long-range planning for facilities and service for the area affected by the proceeding. Any damages to the Company as a result of such proceeding shall be determined as of the commencement of such proceeding. The Company shall continue to operate the Electric Facilities at the City's sufferance only until such acquisition is completed. The expiration or termination of this Franchise as hereinbefore provided shall not, by itself, be an independent basis of any claim by the Company against the City.

SECTION 5. ELECTRIC FACILITIES RELOCATION.

5.1. **Relocation.** In the event the City reasonably determines that it is necessary for the Company to move any part of its Electric Facilities because the City has determined to change, move or improve its Public Ways or that the Electric Facilities have become or will become a substantial impairment to the existing or imminent public use of Public Ground, upon reasonable Notice by the City to the Company, then the Company will move its Electric Facilities at its sole cost. The City shall consider reasonable alternatives in designing its public works projects so as not to arbitrarily cause the Company unreasonable additional expense in exercising its authority under this Section 5.1. This Section 5.1 shall not constitute a taking by the City nor be construed as a waiver or modification of any easement or prescriptive rights acquired by the Company independent of and without reliance by the Company on this Franchise.

5.2. **No Release of Liability.** Nothing contained herein shall relieve any third party from liability arising out of their failure to exercise reasonable care to avoid injuring the Company's Electric Facilities while performing any work connected with grading, regarding or changing the line of any Public Way or with any construction on or adjacent to any Public Way; provided, however, this Section 5.2 shall not limit the City's rights to indemnification under Section 6.1 nor shall the City in any way be liable to the Company for claims arising from the negligence of any third party.

SECTION 6. INDEMNIFICATION.

6.1. **Indemnification.** If at any time any claim of any kind is made against the City for injury to persons or property arising from the acts or failure to act by the Company, its agents, servants, or employees in connection with the operations of the Company under and pursuant to this Franchise, the Company shall fully indemnify, defend and hold harmless the City, its agents, servants or employees from any and all such claims, including, but not limited to, reimbursement of any reasonable attorneys fees and costs and expenses the City may incur in handling, denying, or defending such claims. The Company's obligation to indemnify the City shall not extend to any injury to persons or property caused by the negligent act or failure to act by the City or any actions taken by the Company pursuant to directions of the City if performed within the scope of the City's directions without negligence by the Company. The City shall determine who will defend any such claims arising under this Section 6.1 and the Company will thereafter have complete control of such litigation; provided, however, the Company may not settle any such claims without the prior approval of the City, which approval will not be unreasonably withheld. This Section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and the Company, in defending any action shall be entitled to assert every defense or immunity that the City could itself assert in its own behalf. The Company's obligations under this Section shall survive the expiration, amendment, or termination of this Ordinance.

6.2. **Insurance.** Before the Effective Date, the Company shall furnish the City a summary of insurance, if any, carried by the Company, or of its self-insured status, in either case demonstrating adequate protection to the City from any and all obligations, liabilities, or claims of any nature whatsoever, growing out of the operation, construction, and maintenance of its Electric Facilities within the City. The Company shall maintain such insurance coverage at all times during this Franchise.

6.3. **Compliance with Laws; Hazardous Substances.** In its operation under this Ordinance, the Company shall observe all federal, state and local laws, rules, regulations and orders with respect to the transmission, distribution, transformation or furnishing of electric energy and the handling of materials, substances and wastes deemed toxic or hazardous to health, natural resources or the environment (collectively, "Hazardous Substances"). The Company shall remove or remediate any Hazardous Substances located on, in or surrounding its Electric Facilities or caused to be located on, in or surrounding the Public Ways and Public Grounds or elsewhere in the City in compliance with all applicable laws, regulations and lawful government orders, and pay or cause to be paid all costs associated therewith. The indemnification terms and conditions of Section 6.1 shall apply to all claims made against the City by any Person, including any governmental agency, who or which asserts any right to costs, damages or other relief based upon the terms and conditions imposed upon the Company under this Section 6.3 or which arise from or are related to the Company's acts or failure to act in compliance with any law, rule, regulation or lawful order governing Hazardous Substances.

SECTION 7. VACATION OF PUBLIC WAYS. The City will consult with the Company at least four (4) weeks prior to its action on any proposed vacation of a Public Way. Except where ordered pursuant to Section 5.1, the vacation of any Public Way after the installation of Electric Facilities shall not operate to deprive the Company of its rights to operate and maintain such Electric Facilities until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to the Company. However, in no case shall the City be liable to the Company for failure to specifically preserve a Public Way in the exercise of its authority under Minnesota Statutes, Section 160.29.

SECTION 8. ABANDONED FACILITIES. The Company shall comply with City ordinances and Minnesota Statutes, Section 216D.01 et seq., as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Electric Facilities, including abandoned and retired Electric Facilities.

SECTION 9. RATES AND SERVICE. The electric service provided and the rates charged by the Company for electric service, as of the Effective Date, may be subject to the jurisdiction of the Commission as provided in Minnesota Statutes, chapter 216B. In the event the Company shall determine after the Effective Date to change its rates or terms and conditions of electric service, the Company shall provide reasonable advance Notice of such proposed action to the City.

SECTION 10. FRANCHISE FEE.

10.1. **Authority.** The City reserves all rights under Minnesota Statutes, Sections 216B.36 and 301B.01 or other law to require a franchise fee at any time during the term of, and in consideration for, this Franchise. The franchise fee may be expressed (i) as a specified charge per measurable unit of electricity being provided, transported, transmitted, sold, furnished, delivered, or received within the City, or (ii) as a percentage of the Gross Revenues received by the Company for its operations within the City, or (iii) a flat fee per customer based on service to retail customers within the City or on some other similar basis, or (iv) in such other manner or fashion as the City may determine. The method of imposing the franchise fee may differ by customer class, by type of Utility, by particular circumstances of a Utility Service Provider, or by other relevant factor, and may combine the methods described in (i) through (iv) above.

10.2. **Payment of Fee.** The franchise fee shall be payable not less often than quarterly and shall be based on the complete billing month for which payment is due. The payment shall be due forty-five (45) days after the end of the month for which the payment is due. Each payment shall be accompanied by a brief report showing the basis for the computation of the payment and such other relevant facts to support the computation as may be requested by the City from time to time. The Company may, in its sole discretion, impose a surcharge equivalent to the franchise fee in its rates for electric service. The Company shall pay the City the franchise fee based upon the prevailing rate and as billed to the customer, but subject to subsequent adjustment in either of the following events: (i) if any amount so billed subsequently becomes uncollectible after reasonable efforts of collection by the Company or (ii) if the Company shall, after any said billings, retroactively reduce its rates or costs to its retail electric customers so that a refund is due from the Company of an amount previously paid or incurred by the retail electric customers.

10.3. **No Waiver or Release.** No acceptance of any payment shall be construed as an accord that the payment made is in fact the correct amount, nor shall such acceptance of the payment be construed as a release of any claim that the City may have for further sums payable under the provisions of this Ordinance. All amounts paid shall be subject to audit and re-computation by the City. The Company agrees to make all records necessary to audit the Company's calculation of any payment available for inspection by the City or its designated representative at reasonable times.

10.4. **Separate Ordinance.** Notwithstanding anything to the contrary, including the provisions of 10.1 herein, the franchise fee may be changed by the City from time to time by separate ordinance; provided, however, such changes shall not occur more often than once in any calendar year and shall be effective upon the earlier of (1) approval by the Commission authorizing the Company to incorporate such fee within its rate schedule, or (2) sixty (60) days after the Company has provided timely notice to the Commission of the ordinance adopting the change. Notice of any proposed change must be given to all electrical service providers and shall be applied equally and shall be given to the Company(s) not later than the effective date of the ordinance adopting the change.

SECTION 11. DEFAULTS. If the Company shall be in default in the performance of any of the material terms and conditions of this Ordinance, and shall continue in default for more than thirty (30) days (or fails to initiate the cure of the default within said period and diligently pursue said cure, if the cure of the default cannot reasonably be accomplished within said 30 days) after receiving Notice from the City of such default, the City may elect to cure such default and charge the Company for the costs thereof.

SECTION 12. AMENDMENT PROCEDURE. The City reserves the right to amend this Franchise by ordinance. The Company's rights hereunder are subject to the police power of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public, and this Franchise may be amended by the City as deemed necessary or appropriate in the exercise of such power.

SECTION 13. GENERAL PROVISIONS OF ORDINANCE.

13.1. **Governing Law.** This Franchise is granted and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota. The Company shall be subject to personal jurisdiction in the State of Minnesota. All actions related to this Ordinance or its enforcement shall be venued in the District Court of the State of Minnesota within which venue the City is located.

13.2. **Right to Repeal.** If this Franchise, having become final and operative as herein provided, shall be declared in any part illegal or void, then the City, in its sole discretion, may repeal the entire or any portion of this Ordinance. If any material portion of this Ordinance is declared void or illegal, then this Ordinance shall be void in its entirety.

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

13.4. **Assignment.** The Company may assign this Franchise without the prior approval of, but upon not less than thirty (30) days' prior Notice to, the City. Such Notice shall include the identity of and contact information for, the assignee and the statement of the assignee's plans and intentions for the operation of the Electric Facilities under this Franchise.

SECTION 14. ACCEPTANCE BY THE COMPANY.

14.1. **Acceptance by the Company.** The Company shall, within thirty (30) days after passage and publication of this Ordinance or any amendment thereto, file with the City Administrator in writing its acceptance or rejection as provided in Section 14.2. If such acceptance is not filed or if a rejection is filed within said period, the Company, by its continuing operations, shall be deemed to have accepted the terms and conditions of this Franchise or any amendment hereto, except with respect to such particulars as it may successfully challenge under the procedures specified in Section 14.2.

14.2. **Rejection Procedures.** A rejection of this Franchise or any amendment hereto may be made by the Company only upon the grounds that the terms and conditions hereof or of such amendment exceed the lawful authority of the City under the Constitutions or Laws of the United States or the State of Minnesota or are otherwise unlawful. Any rejection shall be submitted in writing to the City, stating with particularity the points and authorities of law upon which the Company relies. If the City fails to amend this Franchise or otherwise satisfy the Company's objections as stated within thirty (30) days of its receipt of the Company's rejection, the Company shall have the right thereafter to seek appropriate judicial or administrative relief based solely upon those provisions it has alleged are unlawful in its rejection notice. If the Company fails to initiate such legal action within thirty (30) days from the expiration of the aforementioned thirty (30) day period provided for the City's amendment or cure, the Company shall be deemed to have waived its objections and to have accepted the terms of this Franchise or any amendment hereto.

SECTION 15. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are repealed.

SECTION 16. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage and publication in accordance with law.

Passed this _____ day of _____, 2016.

ATTEST:

Mayor

City Administrator

Published this _____ day of _____, 2016.

The provisions of the foregoing Ordinance are hereby accepted:

DATED _____, 2016.

LAKE COUNTRY POWER

By: _____
Its General Manager

By: _____
Its

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

RESOLUTION NO. 16-90

**RESOLUTION AUTHORIZING PUBLICATION OF A SUMMARY OF ORDINANCE NO. 461A,
AN ORDINANCE GRANTING TO LAKE COUNTRY POWER, A NON-EXCLUSIVE
FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE
CITY OF CLOQUET, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM
AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND
APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY,
ITS HABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC
GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS
AND CONDITIONS THEREOF**

WHEREAS, The City Council of the City of Cloquet has duly adopted Ordinance No. 461A, An ordinance to grant a non-exclusive franchise to Lake Country Power; and construct, operate, repair and maintain in the City of Cloquet, Minnesota, an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the City, its habitants, and others, and to use the public ways and public grounds of the City for such purposes; and prescribing certain terms and conditions thereof.

WHEREAS, Minnesota Statutes 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 an 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 changes 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. 461A; and

BE IT FURTHER RESOLVED, That a copy of Ordinance No. 461A 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 FINALLY RESOLVED, That the summary published in the official newspaper shall be in the following form:

SUMMARY DESCRIPTION

**NOTICE OF SUMMARY
PUBLICATION OF ORDINANCES**

On November 15, 2016, at its regular meeting, the Cloquet City Council adopted Ordinance No. 461A, a 9 page ordinance which grants to Lake Country Power, a non-exclusive franchise to operate, repair, and maintain an electric distribution system and transmission lines within the City of Cloquet. That a copy of Ordinance No. 461A 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. The full ordinance is available to the public for inspection online at www.ci.cloquet.mn.us, or during regular office hours at the Cloquet Public Library or at Cloquet City Hall.

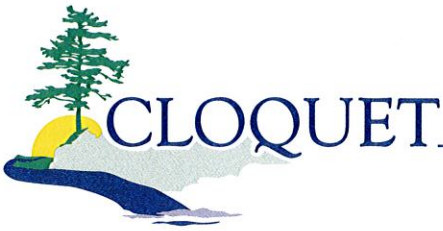
The specific title of the ordinance is **“AN ORDINANCE GRANTING TO LAKE COUNTRY POWER, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF CLOQUET, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS HABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF”.**

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15th DAY OF NOVEMBER 15, 2016.

By: _____
Dave Hallback, Mayor

ATTEST:


By: _____
Brian Fritsinger, City Administrator



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 Cloquet City Council
From: Holly Butcher, Community Development Director
Reviewed by: Brian Fritsinger, City Administrator 
Date: November 7, 2016

ITEM DESCRIPTION: Memorandum of Agreement for Building Inspection Services with Fond du Lac Reservation

Proposed Action

Staff recommends the Council move to approve the Memorandum of Agreement for building inspection services between the City of Cloquet and Fond du Lac Reservation (“Band”).

Background / Overview

From 2010-2013, the City has provided building inspection services non-routinely for the Band which ended in 2013 due to lack of larger projects. With the specific ground breaking of the new medical clinic (article attached), the Band has requested assistance from the City of Cloquet for building inspection services.

The Council will find attached a Memorandum of Agreement for building inspection services for the Fond du Lac Reservation (hereafter referred to as the “Band” or “FDL”). The Band is interested in ensuring quality control of buildings and that hired contractors are building to industry standards. As directed by the Band, the City will inspect and implement the building code standards even though FDL is not required to enforce this standard (International Building Code or State of Minnesota Building Code). All commercial level plan review, permitting, and legal enforcement will be handled by FDL staff. It is expected that the Band will contract directly with Duane Grace the City’s Commercial Code Review Consultant.

At this time, the building inspections are specifically planned for the medical clinic expansion, however if the Band chooses to request additional inspection services from the City, the City has been informed that it would be related to project specific inspection requests that are primarily larger scale commercial or multifamily. The Band will pay the City an hourly rate for inspection services of \$80/hour (which includes mileage).

To Mayor and Council
Building Inspection Services for FDL
November 7, 2016
Page 2

Policy Objectives

The City needs to have a validly executed Memorandum of Agreement in place between the City and Band to provide these building inspection services.

Financial Impacts/Budget/Grant Considerations

Providing this service to the Band has been a revenue source for the City in the past. The hourly rate for inspection services will be \$80/hour (which includes mileage).

Advisory Committee Recommendation

None.

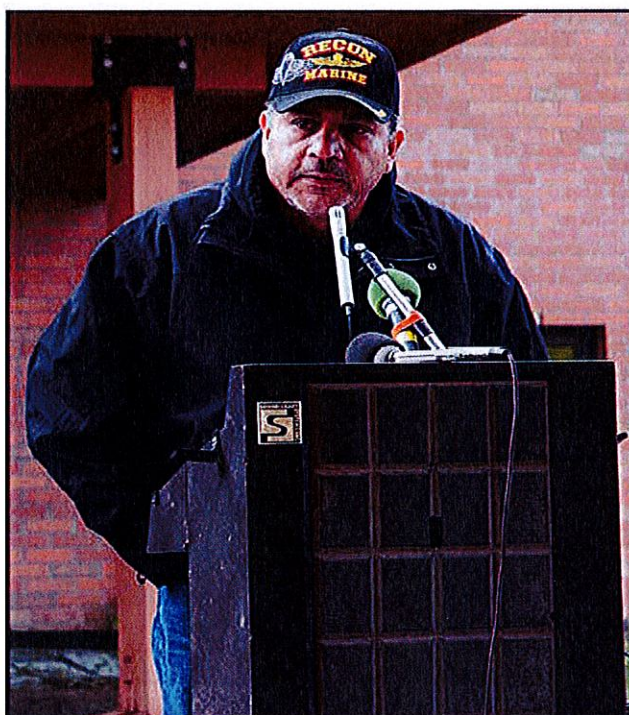
Supporting Documentation Attached

- Business North Clinic Expansion Article
- Memorandum of Agreement for Building Inspection Services

http://www.businessnorth.com/around_the_region/fond-du-lac-band-breaks-ground-for-clinic-expansion/article_d118db26-97a8-11e6-b76f-8f133bf4536f.html

Fond du Lac band breaks ground for clinic expansion

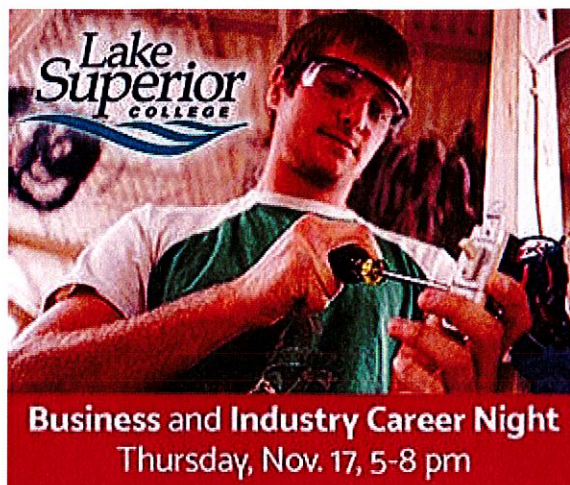
Oct 21, 2016



BusinessNorth photo by Jessica Brochu

Fond du Lac Chairman Kevin Dupuis was among tribal dignitaries who broke ground Friday for an expansion of the Min N Services Center at the band's reservation near Cloquet.

Members of the Fund du Lac Band of Lake Superior Chippewa broke ground Friday for a \$9.4 million expansion of the Min No Aya Win Human Services Center in Cloquet.



“Fond du Lac has come a very long way with this expansion,” said Tribal Chairman Kevin Dupuis. It will add 25,000 square feet to the existing clinic, which is 30 years old, added Ferdinand Martineau, who has worked to establish and expand the facility for three decades. “It’s been just a godsend to our reservation and the Indian community in general,” Martineau said, greatly improving the health of patients.

Beyond the clinic, which will expand behavioral health and dental services, space for 144 additional vehicles will be added. Meyer Group designed the structure and Max Gray Construction is the general contractor.

It’s the second clinic investment the band has recently made in the region. Soon to be completed is the \$15 million Center for American Indian Resources structure on West Fourth Street in downtown Duluth.

MEMORANDUM OF AGREEMENT FOR BUILDING INSPECTION SERVICES

This Memorandum of Agreement, entered into this _____ day of _____, 2016 by and between the Fond du Lac Band of Lake Superior Chippewa, 1720 Big Lake Road, Cloquet, Minnesota 55720 ("Band"), and the City of Cloquet, Minnesota, 1307 Cloquet Avenue, Cloquet, Minnesota 55720 ("City"), concerning the performance by the City of building inspection services on behalf of the Band, shall be governed by the terms and conditions contained herein.

WHEREAS, the Band is a sovereign Indian tribal nation that occupies the Fond du Lac Reservation pursuant to the Treaty of LaPointe of September 30, 1854, and retains inherent civil regulatory authority over its own affairs on the Reservation; and,

WHEREAS, the City's Community Development Department maintains a certified Building Official to conduct building inspections which operates in accordance with state and municipal laws; and,

WHEREAS, the Band has requested the development of a fee-for service arrangement with the City whereby the City would perform inspection services for the Band and bill the Band for such services ("Agreement");

NOW, THEREFORE, the parties agree as follows:

1. **Performance of Inspection Services**. Upon request from the Band, and subject to the City Building Official's availability, the City's Building Official shall perform building code inspections on construction projects which are being undertaken by the Band. Such inspections shall be performed in accordance with the substantive standards established under Minnesota law, and shall be documented by the City Building Official in the same manner as other similar inspections ("Inspection Reports"). Electronic or hard copies of building plans, plan check/plan review analysis, and all project correspondence will be forwarded to the City Building Official to ensure knowledge for proper field inspections.
2. **Workers Compensation**. The City Building Official is an employee of the City and the City will maintain workers compensation insurance covering the City Building Official at all times while the City Building Official is providing services pursuant to this Agreement.
3. **Compliance with Inspection Reports**. Upon the receipt of the Inspection Reports, the Band shall assume full responsibility for any and all compliance and enforcement required under such Reports.


4. **Indemnification.** The Band shall indemnify, hold harmless and defend the City, its Building Official, officers, employees and agents against any and all liability, loss, costs, damages, expenses, claims, or actions the City hereafter may sustain, incur or be required to pay, arising out of or by reason of any act or omission in the execution or performance of the City's obligation pursuant to this Agreement consistent with the liability provisions of Minn. Stat. 471.59.
5. **Confidentiality.** All parties providing services hereafter agree to abide by the provisions of the Minnesota Government Data Practices Act.
6. **Severability.** If any provision of this Agreement shall be held by any Court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be construed as enforced as if it had been more narrowly drawn so as to be legal, valid or enforceable. Such illegality, invalidity or unenforceability shall not have the effect upon or impact the enforceability of any other provision of this Agreement.
7. **Billing.** Upon the completion of inspection services, the City shall invoice the Band for the cost of services rendered, at the rate of \$80.00 per hour, due and payable net 30 days from receipt of invoice.
8. **Term.** This Agreement shall commence on this _____ day of _____, 2016, and will be ongoing as requested, financially reviewed annually at the beginning of each year, and shall terminate upon 30 days written notice by either party.
9. **Retention of Immunity.** Nothing in this Agreement shall be construed as waiving any governmental immunity vested in either party under existing law.

CITY OF CLOQUET


Mayor David Hallback

City Administrator Brian Fritsinger

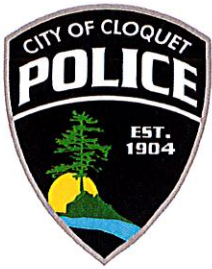
FOND DU LAC BAND OF LAKE
SUPERIOR CHIPPEWA



Chairman Kevin Dupuis Sr.



Secretary Treasurer Ferdinand
Martineau Jr.



CLOQUET POLICE DEPARTMENT

STEVEN K. STRACEK
Chief of Police

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

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Steve Stracek, Chief of Police
Reviewed by: Brian Fritsinger, City Administrator
Date: November 7, 2016

ITEM DESCRIPTION: Joint Powers Agreement between the Lake Superior Drug and Violent Crime Task Force and the City of Cloquet.

Proposed Action

Staff recommends the City Council move to adopt an amended and restated Joint Powers Agreement between the Lake Superior Drug and Violent Crime Task Force and the City of Cloquet.

Background/Overview

The officers of the Cloquet Police Department occasionally coordinate cooperative investigations with other state, local and federal agencies. The Lake Superior Drug and Violent Crime Task Force and members of the Cloquet Police Department often worked cooperatively during joint investigations. Since 1991, members of the Cloquet Police Department have worked cooperatively with the local task force. Due to staffing levels and related costs associated with putting a member of the Cloquet Police Department into the task force in a full-time capacity, the Cloquet officers are considered "liaison" members and are not assigned on a full-time basis.

Historically, our officers have participated in occasional task force activities and have benefited from the task force assistance during investigations within the city of Cloquet. The task force and its members provide several assets in the form of additional manpower, training, expertise and equipment during joint investigations. The attached joint powers agreement creates an avenue for the City of Cloquet and its Police Department to participate as a liaison member with the task force without having to dedicate staff full-time. The agreement becomes effective on January 1, 2017. It remains in force unless explicitly terminated in writing by either party at least 30 days prior to withdrawal.

Policy Objectives

Establish/maintain a multi-agency law enforcement joint powers agreement (JPA) with the Lake Superior Drug and Violent Crimes Task Force and the Cloquet Police Department. The JPA is a legal document that provided specific details and protection related to shared services.

Financial/Budget/Grant Considerations

There are no financial obligations required by the City of Cloquet or its Police Department to enter into this agreement. The Department participates in task force activities in the form of dedicated hours worked by staff to provide additional manpower during joint operations.

Advisory Committee/Commission Action

None

Supporting Documents Attached

- Joint Powers Agreement

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
LAKE SUPERIOR DRUG AND VIOLENT CRIME TASK FORCE**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into by the undersigned parties who are units of government responsible for the enforcement of controlled substance, gang and violent crime laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by the laws of the State of Minnesota, including the Joint Exercises of Powers Act, Minnesota Statutes §471.59, Minnesota Statutes §299A.641, and the State of Wisconsin, including the Municipal Interstate Cooperation Act, Wisconsin Statutes § 66.0303.

The U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), Office of the Special Agent in Charge (SAC), St. Paul (HSI St. Paul) is authorized to enter into this Agreement pursuant to the Homeland Security Act of 2002, as amended, 116 Stat. 2135, Publ L. No. 107-296, Nov. 25, 2002, §§ 102(b) and 875(c) and all other applicable DHS/ICE delegation orders.

WHEREAS, the Lake Superior Drug and Gang Task Force ("Task Force") was organized and established by a Joint Powers Agreement ("Agreement") in 1991;

WHEREAS, a First Amendment to the Agreement was entered into in 2009 to provide for the participation of Lake County in the Task Force;

WHEREAS, the Agreement was Amended and Restated in 2012 to reflect the name change to the Lake Superior Drug and Violent Crime Task Force and to provide for the participation of Carlton County and the City of Cloquet in the Task Force;

WHEREAS, the Agreement was Amended in 2013 to provide for the participation of ICE HSI St. Paul in the Task Force;

WHEREAS, the parties desire to amend the Agreement to provide for the participation of the following additional law enforcement agencies in the Task Force: U.S. Customs and Border Protection/U.S. Border Patrol (USBP), Virginia Police Department, Hibbing Police Department, Babbitt Police Department, Breitung Police Department, Chisholm Police Department, East Range Police Department, Ely Police Department, Eveleth Police Department and Gilbert Police Department.

NOW, THEREFORE, the undersigned government units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** The name of the Task Force shall be: Lake Superior Drug and Violent Crime Task Force.

2. **General Purpose.** The purpose of this Joint Powers Agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug, gang and violent crime offenders. The Task Force shall target felonies that have the likelihood of being related to the distribution of narcotics, gang activity, violent crime and/or other cases that have a multi-jurisdictional impact.

3. **Members.**

3.1 The members of this Agreement shall consist of the following units of government:

County of St. Louis, Minnesota
City of Duluth, Minnesota
City of Hermantown, Minnesota
City of Superior, Wisconsin
County of Lake, Minnesota
County of Carlton, Minnesota
City of Cloquet, Minnesota
U.S. Immigration and Customs Enforcement, Homeland Security Investigations (HSI), Office of the Special Agent in Charge, St. Paul, (HSI St. Paul)
U.S. Customs and Border Protection, U.S. Border Patrol (USBP)
City of Virginia, Minnesota
City of Hibbing, Minnesota
City of Babbitt, Minnesota
Township of Breitung, Minnesota
City of Chisholm, Minnesota
City of Ely, Minnesota
City of Eveleth, Minnesota
City of Gilbert, Minnesota
East Range Police Department

3.2 The members joining the Task Force at this time have heretofore been members of the Boundary Waters Drug and Violent Crime Task Force which was organized and established in 1990 and existed under the terms of a Joint Powers/Mutual Aid Agreement that was Amended and Restated in the spring of 2016 and executed by the St. Louis County Attorney's Office on April 20, 2016. By joining the Lake Superior Drug and Violent Crime Task Force, the members of the Boundary Waters Drug and Violent Crime Task Force agree that this Amended and Restated Joint Powers Agreement shall supersede the terms of the Joint Powers/Mutual Aid Agreement of the Boundary Waters Drug and Violent Crime Task Force.

3.3 The St. Louis County Attorney shall participate as the legal advisor to the Task Force.

4. Federal Law Enforcement Members.

4.1 Federal law enforcement members' relationship with the Task Force will be governed by a separate Memorandum of Understanding (MOU) attached to this document. In the event that the terms of this Agreement and the terms of the MOU conflict the terms of the MOU prevail. The following Federal law enforcement agencies are members to this Agreement and each has an MOU with the Task Force, which MOUs are identified as Exhibits A and B, respectively:

4.2 U.S. Immigration and Customs Enforcement, Homeland Security Investigations (HSI), Office of the Special Agent in Charge, St. Paul, (HSI St. Paul); and
U.S. Customs and Border Protection, U.S. Border Patrol (USBP)

5. Coordinating Agency.

5.1 The City of Duluth shall serve as the Coordinating Agency.

5.2 Acting on behalf of the Task Force, the Coordinating Agency shall apply for funding under the Federal Edward Byrne Memorial Grant Program, a federal formula grant program funded by the United States Department of Justice, Bureau of Justice Assistance, and State and Local Assistance for Narcotics and Gang Control Program, administered under the auspices of the Minnesota Violent Crime Coordinating Council ("grant funds"). The City of Duluth Chief of Police, shall be the "authorized official" as defined in the general policies and procedures for the Program.

5.3 The Coordinating Agency shall be responsible for the day-to-day operations of the Task Force including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Coordinating Agency shall be responsible for compliance with Task Force policies and procedures.

6. Executive Board.

6.1 The governing body of the Task Force shall be an Executive Board (hereinafter referred to as "Board") consisting of one representative from each member agency who assigns at least one experienced officer to serve on the Task Force on a full-time basis. In addition, the Board shall include a prosecuting attorney from the Office of the St. Louis County Attorney. The prosecuting attorney shall serve as a non-voting Board member and shall serve as the legal advisor to the Task Force. Members who are not able to assign a full-time officer to serve on the Task Force or who assign a "liason" officer as defined in Section 9.1 hereof may serve on the Board as a non-voting member. The sheriff/police chief or SAC of each member agency may appoint one licensed peace officer or federal law enforcement officer to serve on the Board at the sheriff's/chief's/SAC's pleasure. Board members must be full-time supervisory peace officers or federal law enforcement officers of the jurisdiction that appoints the Board member.

6.2 Board members shall not be deemed employees of the Task Force and shall not be compensated by the Task Force.

6.3 In January of each year, the Board shall elect from its members a chair, a vice-chair, and a secretary/treasurer. The prosecuting attorney shall not be eligible to serve as an officer of the Board. Members who are not able to assign a full-time officer to serve on the Task Force shall not be eligible to serve as an officer of the Board. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum for meetings shall consist of a majority of voting Task Force members.

6.4 The Board shall meet at intervals no less frequent than upon a quarterly basis and such meeting may be conducted in person or by telephone conference call.

7. Powers and Duties of the Executive Board.

7.1 The Board will formulate a program to carry out its purpose. It shall be responsible for developing task force priorities, budgets, and operational policies and procedures.

7.2 The Board will coordinate intelligence between the members and the Task Force.

7.3 The Board shall approve the appointment of a commander (hereinafter referred to as "Task Force Commander" or "Commander"), as set forth in Section 10.1 hereof, who shall be responsible for the daily management of Task Force agents.

7.4 The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.

7.5 The Board may make contracts in its own name, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose, consistent with its powers and in accordance with its approved budget. The Board may not incur obligations or enter into contracts that extend beyond the terms of the Agreement or that exceed its approved budget.

7.6 The Board shall cause to be made an annual audit of the books and accounts of the Task Force to be prepared by the City of Duluth Auditor's office. On or before June 30 of each year of this Agreement it shall file a written report to its members that includes the following information and subject to limitations on information available to the Task Force by applicable law or State data practices acts:

- 7.6.1 the financial condition of the Task Force;
- 7.6.2 the status of all Task Force projects;
- 7.6.3 the business transacted by the Task Force; and
- 7.6.4 other matters affecting the interests of the Task Force.

7.7 The Task Force's books, reports, and records shall be open to inspection by its members at all reasonable times and as required by law subject to limitations on dissemination of information by applicable law or State data practices acts.

7.8 The Board may recommend changes in this Agreement to its members.

7.9 The Board shall purchase liability insurance from the League of Minnesota Cities Insurance Trust which shall be payable from Task Force funds.

8. Finances.

8.1 The cost of operation of the Task Force shall be funded solely from grant funds, forfeiture funds and any matching funds provided by members as required by grant terms.

8.2 The Task Force's funds may be expended by the Board in accordance with this Agreement, in a manner determined by the Board, and as authorized by its budget. The City of Duluth shall serve as the fiscal agent and shall serve as depository for the Task Force's funds. In no event shall there be a disbursement of Task Force funds from the City of Duluth depository without the signature of the Chief of Police of the City of Duluth or the Chief's designee.

8.3 The Board shall receive a monthly financial report of all expenditures and receipts and current fund balances from the Secretary/Treasurer.

8.4 The members shall contribute their grant funds and required grant matching funds to operate the Task Force. The required grant matching funds from each member will be used to pay the non-grant funded personnel costs of the Task Force.

8.5 The Board shall adopt a budget based upon grant funds, member grant matching funds and money made available from other sources. The budget shall be approved by the Task Force members. The Board may adjust line items but may not exceed the total budget amount without the prior approval of Task Force members.

8.6 The Board may not incur debts.

8.7 The Task Force's obligation to reimburse members for any expense, furnish equipment, and the like is contingent upon the Task Force receiving Grant Funds. The Board may reduce the level of expense reimbursement and cut back on equipment and other purchases otherwise required by this Agreement if grant funds are reduced.

9. Agents and Employment Status.

9.1 Each voting member not a federal agency shall assign at least one experienced peace officer to serve on the Task Force on a full-time basis. The assignment to the Task Force shall be the principal assignment of such peace officer. Officers assigned to the Task Force from non-voting members shall be considered to be "liaison" officers and are not required to be assigned on a full-time basis. Participation in occasional task force activities by officers from non-voting members will be initiated by requests from full-time task force staff members or by the initiation of cases by the "liaison" officers that require or would benefit from task force assistance or participation. Task force case participation by "liaison" officers is contingent upon the "liaison" agency's supervisory approval. The peace officers assigned by voting members shall be licensed peace officers in the State of Minnesota. The peace officers assigned by the City of Superior shall meet the requirements set forth in Minnesota Statutes 471.59, Subd. 12 (1) and (2).

9.2 Peace officers assigned to the Task Force shall not be employees of the Task Force. Peace officers assigned to the Task Force shall remain employees of the member that has assigned them to the Task Force and shall be supervised and paid by that member, not the Task Force.

9.3 Peace officers assigned to the Task Force shall report directly to the Commander on all Task Force activities. Officers assigned to the Task Force as "liaisons" shall report to the Commander or assigned Task Force supervisor during the course of joint operations or investigations. During joint operations and investigations, the Commander or assigned Task Force supervisor shall update and coordinate with the "liaison" officer's supervisor to ensure compliance with work standards and department policy.

9.4 Peace officers will be responsible for drug investigation, including intelligence management, case development, and case charging. Peace Officers assigned to the Task Force shall focus investigative activities on felonies that have the likelihood of being related to the distribution of narcotics, gang activity and/or other cases that have a multijurisdictional impact. Peace officers assigned to the Task Force will also assist other agents in surveillance and undercover operations. Peace officers assigned to the Task Force will work cooperatively with other Federal, State, County and community agencies.

9.5 The member appointing the peace officer shall furnish the agent a weapon and a vehicle and pay any lease payments, insurance, maintenance, and operating costs of the vehicle.

9.6 Officers assigned to the Task Force as "liaisons" shall be trained in the established operational protocols and practices of the Task Force. Operations involving the use of confidential funds shall require involvement of a full-time Task Force member. Use of Task Force equipment by "liaison" officers is allowed after the officer is trained in the use of the equipment and is approved by the Task Force Commander or supervisor.

9.7 Officers assigned to the Task Force by member federal law enforcement agencies will be governed by an MOU attached to this Agreement. In the event that any portion of this Agreement conflicts with the MOU, the terms of the MOU shall prevail.

10. Commander and Team Leaders.

10.1 The Coordinating Agency shall appoint an agent to serve as Commander, subject to the approval of the Board under Section 7.3 hereof. The Commander may be removed at the sole discretion of the Coordinating Agency. The Commander must be a full-time, licensed and/or certified peace officer of the Coordinating Agency and shall be paid by the Coordinating Agency. The Commander shall serve full-time as a Commander of the Task Force. The Commander shall remain an employee of the Coordinating Agency.

10.2 The Commander shall be in charge of the day-to-day operation of the Task Force subject to direction from the Board. The Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management, and intelligence management. The Commander shall be the lead agent for any coordinated, large scale Task Force operations. The Commander will assist or advise in the drafting and execution of all search warrants initiated by the Task Force and will work cooperatively with the prosecuting attorney with venue over the case. The Commander shall cause Task Force data to be entered into any statewide system implemented for the purpose of information sharing.

10.3 The Commander shall provide a written report on Task Force activities to the Board at each Board meeting and shall report more frequently as need arises, or at the request of the Board. The Commander shall cause to be prepared and shall submit to the Board on or before the 15th day of each month an accounting of all funds disbursed during the preceding month.

10.4 The Commander may exclude a peace officer from further Task Force involvement subject to review by the Board and approval of the member that assigned the agent to the Task Force.

10.5 The Commander shall appoint an agent to serve as Team Leader in each of the satellite offices. The Team Leader will be in charge of his/her satellite office and shall update and report to the Commander at least once per week.

11. **Forfeitures, Seizures, and Fines.** All money and property that is obtained as a result of a Task Force operation shall be forfeited by the member agency originating the specific case. Forfeited monies or property shall be distributed in the manner consistent with the State Forfeiture Guidelines of the State having jurisdiction over the forfeiture proceedings. The portion of forfeiture proceeds inuring to the members under the applicable law shall be used for the benefit of the Task Force when the related case is considered and reported as a Task Force arrest. The Task Force proceeds shall be deposited into a Task Force forfeited funds account to be maintained by the Coordinating Agency for the Task Force operating expenses. Any disputes on disbursement of funds will be decided by the Board. In the case of Federal forfeiture actions, established Federal law and policy shall be followed. Fine or restitution monies ordered paid to the Task Force by court order may be used to offset equipment or operating costs of the Task Force not funded by grant or matching monies subject to compliance with applicable laws and policy.

12. **Headquarters.**

12.1 The City of Duluth will furnish the Task Force without cost, office space at the Duluth Police Department, 2030 N. Arlington Ave., Duluth, Minnesota, 55811. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force by Duluth without costs.

12.2 The St. Louis County Sheriff's Office will furnish office space in the cities of Virginia and Hibbing to the Task Force without cost to be used as satellite offices for members located in northern St. Louis County. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force by St. Louis County without cost.

13. **Liability.**

13.1 It is expressly understood and agreed that neither members nor the Task Force shall be responsible or liable for any claim for injury or death of any peace officer in the employ of another member agency or for any damage to the equipment owned by another member.

13.2 No peace officer acting under this Agreement may be considered, for liability purposes, as an employee or peace officer of any other member, regardless of the supervision or control of the peace officer while providing services on Task Force matters. The peace officer is considered as continuing to be an employee of the peace officer's appointing member.

13.3 Any peace officer acting under this Agreement shall continue to be covered by the peace officer's employing member for purposes of worker's compensation, unemployment compensation, disability, other employee benefits and civil liability purposes in the peace officer's home state. Any peace officer acting in another state under this

Agreement is considered while so acting to be in the ordinary course of the peace officer's employment with the peace officer's employing member.

13.4 Any peace officer acting under this Agreement in another state is subject to any immunity from liability to the same extent as any officer of the other state.

13.5 Task Force members and employees of affiliate or partner agencies, other than current federal employees, shall not be considered to be federal employees for any purpose, including but not limited to liability under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b)(1), 2671-2780, or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971), or for purposes of the Federal Employees' Compensation Act, 5 U.S.C. § 8101, *et. seq.* The United States shall be liable for the acts or omissions of federal employees acting within the course and scope of their federal employment only to the extent authorized by FTCA and other applicable federal law.

14. **Indemnification.** The Task Force, through the insurance maintained by it hereunder, shall fully indemnify and hold harmless the other members against all claims, losses, damage, liability, suits, judgments, costs, and expenses by reason of the action or inaction of its employees assigned to the Task Force. This Agreement to indemnify and hold harmless does not constitute a waiver by any member of limitations on liability provided by Minnesota Statutes, Chapter 466 and Wisconsin Statutes Section 893.80 as well as relevant federal statutes. Notwithstanding the foregoing, nothing in this Agreement shall be construed as requiring HSI- St. Paul to insure, defend or indemnify another Party.

15. **Duration.**

15.1 This Agreement shall take full force and effect and be deemed to commence on January 1, 2017, notwithstanding the date of execution. All members need not sign the same copy; the Agreement may be signed in counterparts. The signed Agreement shall be filed with the St. Louis County Attorney, who shall provide each member a fully executed copy of the Agreement. With the exception of paragraph 4 of this Agreement, implementation is also contingent upon receipt of grant funds. Prior to the effective date of this Agreement, any signatory may rescind its approval.

15.2 It is agreed that participation in the Task Force is voluntary and that any participating agency may withdraw at any time provided that they deliver a written notice to other members at least 30 days prior to withdrawal. If an agency withdraws and the Task Force is not disbanded, the withdrawing agency is not entitled to any equipment or funds held by the Task Force except for the reimbursement of eligible expenses incurred prior to the date of notice of withdrawal.

15.3 In the event that the Task Force is disbanded; all cash and equipment resources remaining after any outstanding obligations are met shall be distributed in accordance with federal grant guidelines and upon a vote of the Board.

16. **Governing Law.** This Agreement shall be governed by the Laws of the State of Minnesota and to the extent necessary, the State of Wisconsin with respect to the City of Superior, and federal law with respect to HSI St. Paul and USBP.

17. **Amendments.** Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed this original Agreement or their successors in office. This Agreement shall supersede all other oral and written agreements prior to execution of this document. Federal law enforcement members' relationship with the Task Force will be governed by a separate Memorandum of Understanding (MOU) attached to this document. In the event that any amended terms of this Agreement and the terms of the MOU conflict, the terms of the MOU prevail.

18. **Authority.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities represented or purported to be represented by such person and have complied with all formal requirements necessary or required by any local, state, and/or federal law in order to enter into this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

Remainder of this page intentionally left blank. Signature pages to follow.

CITY OF SUPERIOR, WISCONSIN

By _____
Mayor

Attest:

City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

CITY OF DULUTH, MINNESOTA

By _____
Mayor

Attest:

City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

CITY OF HERMANTOWN, MINNESOTA

ST. LOUIS COUNTY, MINNESOTA

By _____
Mayor

By _____
Chair, County Board

Attest:

Countersigned:

City Clerk

County Auditor

Countersigned:

County Sheriff

City Auditor

Approved as to form:

Approved as to form:

City Attorney

County Attorney

CITY OF CLOQUET, MINNESOTA

By _____
Mayor

Attest:

City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

CARLTON COUNTY, MINNESOTA

By _____
Chair, County Board

Countersigned:

County Auditor

County Sheriff

Approved as to form:

County Attorney

LAKE COUNTY, MINNESOTA

By _____
Chair, County Board

Countersigned:

County Auditor

County Sheriff

Approved as to form:

County Attorney

**U.S. Customs and Border Protection
U.S. Border Patrol (USBP)**

By _____
Aaron Heitke
Chief Patrol Agent
U.S. Border Patrol
Grand Forks, ND Sector

CITY OF HIBBING, MINNESOTA

TOWNSHIP OF BREITUNG, MINNESOTA

By _____
Mayor

By _____
Chair, Town Board

Attest:

Attest:

City Clerk

Clerk

Countersigned:

Police Chief

City Auditor

Approved as to form:

City Attorney

CITY OF VIRGINIA, MINNESOTA

By _____
Mayor

Attest:

City Clerk

Police Chief

CITY OF CHISHOLM, MINNESOTA

By _____
Mayor

Attest:

Clerk

Police Chief

CITY OF EVELETH, MINNESOTA

By _____
Mayor

Attest:

City Clerk

Police Chief

CITY OF GILBERT, MINNESOTA

By _____
Mayor

Attest:

Clerk

Police Chief

CITY OF ELY, MINNESOTA

By _____
Mayor

Attest:

City Clerk

Police Chief

CITY OF BABBITT, MINNESOTA

By _____
Mayor

Attest:

Clerk

Police Chief

EAST RANGE POLICE DEPARTMENT

By _____

Its _____

Attest:

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Office of the Commissioner

445 Minnesota Street • Suite 1000 • Saint Paul, Minnesota 55101
Phone: 651.201.7160 • Fax: 651.297.5728 • TTY: 651.282.6555
Website: dps.mn.gov

October 20, 2016

Chief Mike Tusken
Duluth Police Department
2030 North Arlington Avenue
Duluth, MN 55811

Dear Chief Tusken:

I am pleased to notify you that your 2017 Violent Crime Enforcement Team (VCET) application for funding on behalf of the Lake Superior Drug & Violent Crime Task Force has been approved. Your VCET has been conditionally awarded a grant in the amount of \$410,000. Competition was high with more than \$6 million in grant funds requested and \$4.2 million available. The decision to award funding for your project was based upon an independent grant review and a second level staff review that considered performance, prior funding levels and changes in task force composition. This funding will be for the project period of January 1st – December 31st, 2017. Any extension or continuation of grant funding is dependent on funds available in the future. Annual award amounts are subject to change.

The Department of Public Safety continues to allow multijurisdictional teams latitude in determining how to prioritize their efforts in addressing serious and persistent criminal activity. It is our expectation that you use your expertise as well as state and local resources to disrupt drug distribution networks, gang activity and the related patterns of serious criminal activity that is beyond the investigative resources of your individual agencies.

The grant agreement will be between the Office of Justice Programs (OJP) and the VCET fiscal agency. OJP staff will be contacting the VCET Commander to negotiate a final budget and any conditions associated with the grant award. Please note that task force funding requires that you continue to meet task force eligibility and Department of Public Safety certification requirements throughout the entire award period. If you have any questions about the grant award, eligibility and certification requirements, or the contracting process, please contact Kristin Lail at kristin.lail@state.mn.us or by phone at 651-201-7322.

Congratulations on receiving this award. We look forward to working with you in this very important criminal justice initiative.

Sincerely,

A handwritten signature in black ink that reads "Ramona L. Dohman". The signature is written in a cursive style.

Ramona L. Dohman
Commissioner

Alcohol
and Gambling
Enforcement

Bureau of Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

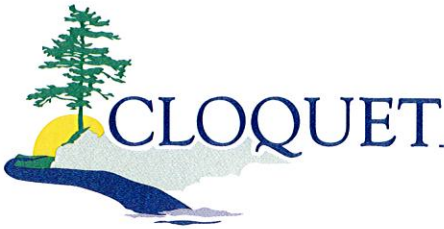
Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety


State Fire
Marshal



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: November 8, 2016

ITEM DESCRIPTION: Authorization to Bid the Sale of Surplus Trading Post Lumber

Proposed Action

Staff recommends the City Council move to authorize the sale of surplus lumber from the trading post located at Voyageurs Park through the public bid process.

Background

The City is currently in the process of designing a major redevelopment of Voyageurs Park including the demolition of the existing trading post. With this demolition there is potentially some value to the lumber as the City has been contacted by at least one party interested in acquiring the lumber.

This material would otherwise simply be demolished and taken to a landfill resulting in costs to the City for such disposal. As a result, the material is considered surplus to the City and can be sold. The City will be required to formally post and seek bids for this lumber.

Policy Objectives

The City has no formal policy or code requirement regarding the sale of surplus equipment. In absence of these, the City should follow any state regulations that apply to the sale of equipment. The City should follow Minnesota Statutes §15.054 and §471.345. Under §471.345, the City must comply with the competitive bidding process.

Financial Impacts/Budget/Grant Considerations

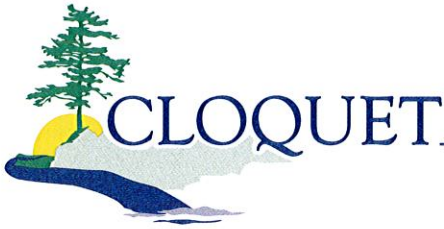
None.

Advisory Committee/Commission Action

None.

Supporting Documents Attached

None.



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 (B)
Date: November 8, 2016

ITEM DESCRIPTION: Consideration of ARDC Council Representative

Proposed Action

Staff recommends that the City Council discuss and consider the reappointment of Councilor Roger Maki as the City's representative to the Arrowhead Regional Development Commission for a term expiring 12/31/19.

Background/Overview

Attached the City has received correspondence from Andy Hubley reminding the City that Councilor Maki's term as the City's representative to the ARDC expires in January. Councilor Maki has expressed interest in continuing in this capacity. This is a three (3) year appointment.

Policy Objectives

To keep the various City boards, committees, and commissions at full membership as identified by the City Council or under Municipal Code. The by-laws of ARDC define membership as one Mayor or Councilperson from each municipality of over 10,000 population in each County.

Financial/Budget/Grant Considerations

There is no direct cost to the City regarding the appointment of this position.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- November 7, 2016 letter from Pat Henderson



ARROWHEAD REGIONAL DEVELOPMENT COMMISSION

Leading • Planning • Connecting in the counties of Aitkin • Carlton • Cook • Itasca • Koochiching • Lake • St. Louis

November 7, 2016

Mayor David Hallback
City of Cloquet
1307 Cloquet Ave.
Cloquet, MN 55720

Dear Mayor Hallback:

ARDC is a multi-purpose planning organization serving the Arrowhead counties of Aitkin, Carlton, Cook, Itasca, Lake, Koochiching and St. Louis by providing local units of government and citizen groups a means to work cooperatively to identify regional needs, solve problems and foster local leadership. The Commission is a policy-making body comprised of representatives that include counties, municipalities, townships, school boards, and at large interests.

The Arrowhead Regional Development Commission has in its membership, as specified by Article III, Section 3.1 (f) of its By-Laws, *one mayor or councilperson from each municipality of over 10,000 in population in each county*. Roger Maki currently serves as the representative for Carlton County Communities Over 10,000, and his term will expire in January, 2017. There is no limit to the number of terms a representative may serve. This letter is a request for the City of Cloquet to nominate a representative, either the mayor or a councilperson, to the Arrowhead Regional Development Commission. A nomination form and return envelope are enclosed for your convenience. Please return the form with the appointment of a representative to fill the term January, 2017 – January, 2020 by **December 5, 2016** in the enclosed envelope, or by fax to Mary Zaroni, Board Coordinator, at 218-529-7592.

The full commission will ratify appointments of representatives at ARDC's Annual Meeting on Thursday, January 19, 2017. Please contact Mary at 218-529-7543 if you have any questions about this process.

The Commission meets four times a year on the 3rd Thursday of January, April, July and October, at various locations in the Region. These positions are unpaid, volunteer positions; however, members are reimbursed for their mileage to and from meetings and reasonable expenses.

Thank you for your continued interest and support of ARDC's work in the Arrowhead Region.

Sincerely,

Andy Hubley
ARDC Director

Enclosed: Nomination Form
 Business Reply Envelope