



CITY OF CLOQUET
City Council Agenda
Tuesday, February 17, 2015
7:00 p.m.
City Hall Council Chambers

NOTE: TIME CHANGE

CITY COUNCIL WORK SESSION

- 4:30 p.m. Annual Joint City Council - Parks Commission Meeting/Update
- Park Design Review
 - Landscape Plan Review
- 6:50 p.m. Future Work Session Agenda Planning

1. **Roll Call.**

2. **Approval of Agenda.**

- a. Approval of February 17, 2015 Council Agenda.

3. **Approval of Council Minutes.**

- a. Work Session minutes from the February 3, 2015 meeting.
b. Regular Council minutes from the February 3, 2015 meeting.

4. **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. 15-09, Authorizing the Payment of Bills.
b. New Therapeutic Massage Business License - Cloquet Natural Foods.
c. New Therapeutic Massage Therapist License - Robert Gabres.
d. Consumption & Display Permit Renewal - The Tap on 33 Inc.
e. Resolution No. 15-11, Adopting and Confirming Special Assessments for Delinquent Utilities.

5. **Public Hearings.**

Now is the time and place for the public hearing to consider the City's application to the Minnesota Department of Employment and Economic Development for Small Cities Development Program funding.

- Resolution No. 15-12.
- Resolution No. 15-13.



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City Council Agenda
Tuesday, February 17, 2015
7:00 p.m.
City Hall Council Chambers

6. **Presentations.**

None.

7. **Council Business.**

- a. Waterfront Committee Appointments.
- b. Option and Lease Agreement - New Cingular Wireless PCS, LLC.
- c. Resolution No. 15-10, Comprehensive Plan Amendment.
- d. Ordinance No. 440A, Amending the Zoning Map.
- e. Purchase of Dump Truck for Public Works Dept.

8. **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.

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


10. **Adjournment.**



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: February 5, 2015

ITEM DESCRIPTION: Future Work Session Agenda Planning

Proposed Action

The City Council is asked to provide input for the upcoming City Council work session meeting agenda.

Background/Overview

The City Council typically meets in a work session format prior to each regular City Council meeting to discuss items not otherwise on the regular meeting. To ensure that the City Council is provided opportunity to give input regarding future work session agenda items, staff is suggesting the Council be given an opportunity at each meeting.

Approximately 5 minutes will be set aside at the start of each work session to discuss the next work session meeting. For this purpose, attached the Council will find the tentative agenda and proposed discussion items for the upcoming work session meeting.

Policy Objectives

Does the City Council agree with the agendas as proposed?

Financial/Budget/Grant Considerations

None.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Upcoming agenda item list.

2015
TENTATIVE UPCOMING COUNCIL AGENDA ITEMS

MARCH 3

Work Session:

ADM Presentation of Final Facilities Study

MARCH 17

Work Session:

CD Annual Joint City Council – EDA Meeting

CD Annual Economic Development Work Update

APRIL 7

Work Session:

PD/PW 18th Street Truck Route/Ordinance Review

ADM Local Option Sales Tax Update

CLOQUET CITY COUNCIL WORK SESSION
Tuesday, February 3, 2015, 5:00 p.m.
Meeting Minutes

Present: Bjerkness, Kolodge, Langley, Rock, Wilkinson, and Mayor Hallback.
Absent: Maki.
Staff: Fritsinger, Klassen and Lukkarila.
Other: Larry Anderson, Cathy Rikkola, Barb Ross, Marla Ahlgren, David Johansen, Alice Holm,
Dani Lundeen - Pine Journal.

HRA BOARD VACANCY

The City Council conducted a brief interview with Karen Tribby regarding the current vacancy on the HRA Board. The Council discussed a variety of issues related to housing and the HRA Board.

JOINT MEETING WITH LIBRARY BOARD AND LIBRARY FOUNDATION

City Administrator Fritsinger provided a quick summary of the efforts of the Council and Board to attempt to meet annually to discuss issues of mutual interest. Introductions of everyone in attendance took place.

Ms. Lukkarila began by providing a brief description of the differences between the Library Board and Library Foundation. The Foundation was created to raise monies for a new building and other capital needs of the Library. The Foundation has seven members, four of which are Council appointed and three of which are members of the Library Board. The Friends of the Library is a non-profit organization which helps raise other monies through book sales and other efforts for smaller activities and more immediate needs. Foundation monies are not used for operations but are used for bricks and mortar types of things such as computers. It typically contributes \$10-12,000 per year to the library and currently has about \$270,000 in savings. Ms. Lukkarila reminded the Council that there is still one opening on the Library Foundation.

Ms. Lukkarila then provided a PowerPoint presentation regarding the library and some of its efforts of the past year. The focus of discussion was on the library's efforts to update its strategic plan and its various goals and strategies to implement the plan. Discussion on the facilities needs study and the library plan took place. The Board is looking forward with the goal of expanding the library to accommodate the needs of the community. The Board is considering a proposal from a consultant to assist with fundraising efforts for a facility and Minnesota Power has provided a \$5,000 grant to help with the planning efforts. The Council indicated that it had not yet seen the results of the facilities study and the Library Board and City Council will need to work together to prioritize any facility improvements in order to avoid community confusion.

Ms. Lukkarila then identified the budgetary challenges still facing the library and how the library fits into Carlton County and the Arrowhead Library System. It was suggested that the Library Board consider targeting requests to Carlton County for more one-time capital type of improvements rather than operational. She then discussed the need for additional staff if the library were to be expanded. More discussion about libraries and issues in Cloquet were discussed.


The group concluded thanking each other for attendance and a reminder that efforts to meet further on the facilities issue will be important.

FUTURE AGENDAS

There was no discussion on future agenda items.

There being no further business, the meeting adjourned at 6:45.

Respectfully Submitted:


Brian Fritsinger
City Administrator

Council Chambers, Cloquet, Minnesota
7:00 o'clock P.M. February 3, 2015

Regular Meeting.

Roll Call.

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

Councilors Absent: None.

AGENDA

MOTION: Councilor Langley moved and Councilor Wilkinson seconded the motion to approve the February 3, 2015 agenda. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Langley moved and Councilor Rock seconded the motion to approve the minutes of the work session and regular meeting of January 20, 2015. The motion carried unanimously (7-0).

CONSENT AGENDA

MOTION: Councilor Langley moved and Councilor Maki seconded the motion to adopt the consent agenda of February 3, 2015 approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 15-06, Authorizing the Payment of Bills and Payroll.
- b. Therapeutic Massage Therapist License Renewal - Terry Kirchhoff.

PUBLIC HEARINGS

There were none.

PRESENTATIONS

There were none.

PURCHASE OF BITUMINOUS TRAILER

MOTION: Councilor Bjerkness moved and Councilor Wilkinson seconded the motion to authorize the purchase of a Model SPH-2.0 Asphalt Hot Box from Stepp Manufacturing in the amount of \$19,288. The motion carried unanimously (7-0).

FEBRUARY 17 COUNCIL WORK SESSION TIME CHANGE

MOTION: Councilor Rock moved and Councilor Langley seconded the motion to start the February 17, 2015 City Council Work Session meeting at 4:30 p.m. for the purpose of holding a joint meeting with the Parks Commission. The motion carried unanimously (7-0).

HRA BOARD APPOINTMENT

MOTION: Councilor Langley moved and Councilor Wilkinson seconded the motion to appoint Karen Tribby to the Cloquet Housing & Redevelopment Authority for a term expiring 06/30/16. The motion carried unanimously (7-0).

DEPUTY CITY CLERK AND ASSISTANT CITY ADMINISTRATOR POSITIONS

MOTION: Councilor Bjerkness moved and Councilor Langley seconded the motion to authorize the hiring process for the Deputy City Clerk and hold on the Assistant City Administrator position until a job description is developed. The motion carried unanimously (7-0).

CITY ADMINISTRATOR PERFORMANCE EVALUATION AND EMPLOYMENT AGREEMENT AMENDMENTS

MOTION: Councilor Bjerkness moved and Councilor Kolodge seconded the motion to approve that, based upon the satisfactory performance of the City Administrator, his employment contract be amended to include the wage and benefit adjustments detailed in the January 26, 2015 report and on file in the office of the City Administrator effective upon adoption of the 2015 pay plan and to be consistent with the terms of pending labor agreement settlements. The motion carried unanimously (7-0).

SET HEARING DATE ON PROPOSED FINAL ASSESSMENT (22ND STREET AND SELMSER AVENUE)

MOTION: Councilor Kolodge moved and Councilor Rock seconded the motion to adopt **RESOLUTION NO. 15-07, A RESOLUTION TO SET HEARING DATE ON PROPOSED FINAL ASSESSMENTS FOR THE 22ND STREET AND SELMSER AVENUE RECONSTRUCTION PROJECT TO INCLUDE 22ND STREET FROM PROSPECT AVENUE TO CARLTON AVENUE AND ALSO SELMSER AVENUE FROM 20TH STREET TO 22ND STREET.** The motion carried unanimously (7-0).

WHEREAS, In 2014, the City Council received an engineering study to reconstruct 22nd Street from Prospect Avenue to Carlton Avenue and also Selmser Avenue from 20th Street to 22nd Street; and

WHEREAS, The Cloquet City Council on March 18, 2014, held a hearing to consider the improvement of these sections of 22nd Street and Selmser Avenue; and

WHEREAS, Said improvement was subsequently ordered and completed and the City has prepared a proposed assessment roll which is available in the office of the City Administrator for public inspection.

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

1. A hearing shall be held on March 3, 2015 in the City Council Chambers at 7:00 p.m. to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published in the official newspaper as required by Minnesota Statutes and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll as required by Minnesota Statutes.

SET HEARING DATE ON PROPOSED FINAL ASSESSMENT (WHITE PINE TRAIL AND TRETTEL LANE)

MOTION: Councilor Wilkinson moved and Councilor Rock seconded the motion to adopt **RESOLUTION 15-08, A RESOLUTION TO SET HEARING DATE ON PROPOSED FINAL ASSESSMENTS FOR THE WHITE PINE TRAIL AND TRETTEL LANE PAVING PROJECT TO INCLUDE WHITE PINE TRAIL AND TRETTEL LANE FROM SPRING LAKE ROAD TO AIRPORT ROAD.** The motion carried unanimously (7-0).

WHEREAS, In 2014, the City Council received an engineering study to pave White Pine Trail and Trettel Lane from Spring Lake Road to Airport Road; and

WHEREAS, The Cloquet City Council on April 15, 2014, held a hearing to consider the improvement of these two roadways; and

WHEREAS, Said improvement was subsequently ordered and completed and the City has prepared a proposed assessment roll which is available in the office of the City Administrator for public inspection.

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

1. A hearing shall be held on March 3, 2015 in the City Council Chambers at 7:00 p.m. to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published in the official newspaper as required by Minnesota Statutes and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll as required by Minnesota Statutes.


PUBLIC COMMENTS

There were none.

COUNCIL COMMENTS/UPDATES

There were none.

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




Brian Fritsinger, City Administrator



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: February 4, 2015

ITEM DESCRIPTION: Approval of New Therapeutic Massage Business License

Proposed Action

Staff recommends the City Council move to approve the Therapeutic Massage Business license for Cloquet Natural Foods, 502 Carlton Avenue.

Background/Overview

The City has received an application from Don Christensen, 502 Carlton Avenue, for a new Therapeutic Massage Business license. Mr. Christensen will be operating at Cloquet Natural Foods, 502 Carlton Avenue.

Policy Objectives

Approval of a Therapeutic Massage Business license is required under Section 6.9 of the Municipal Code. There is no limit on the number of licenses issued in any one year.

Financial/Budget/Grant Considerations

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

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application.



CITY ADMINISTRATOR'S OFFICE

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

CITY OF CLOQUET, MN
APPLICATION FOR THERAPEUTIC MASSAGE
BUSINESS LICENSE

This application, all required documentation and fees must be submitted by any person desiring to obtain a license to operate a therapeutic massage business within the City of Cloquet, MN.

APPLICANT INFORMATION:

Name: Don Erling Christensen
First Full Middle Name Last

Applicant Current Address: 502 Carlton Ave

City, State, Zip: Cloquet, MN 55720

879-3243
Work Phone

BUSINESS INFORMATION:

Business Name: Cloquet Natural Foods

Address of Business: 502 Carlton Ave, Cloquet MN 55720

Mailing Address (if different from above): _____

Phone No.: 218 879-3243 Alternate Number: 590-9588

Manager of Business: Cheryl Colombe

I HEREBY UNDERSTAND AND AGREE THAT:

1. Information revealed herein for a Therapeutic Massage Business License in the City of Cloquet will be handled by the City in accordance with federal and state laws regarding privacy of criminal records.
2. A criminal conviction will not bar an applicant from obtaining a Therapeutic Massage Business License with the City of Cloquet unless such conviction is directly related to the occupation for which the license is sought, according to Minnesota Statutes §364.03.
3. Failure to reveal a criminal conviction will be considered falsification of the application and may be used as grounds for denial of the license.

(I) do hereby swear that I have submitted all of the required documentation as listed above and that the answers in this application are true and correct to the best of my knowledge. I do authorize the City of Cloquet, its agents, and employees, to obtain any necessary information and to conduct an investigation, if necessary, into the truth of the statements set forth in this application and my qualifications for this license. I do understand that providing false information shall be grounds for denial of my license

Donald E. Christensen
Jan. 30/15.

 Signature of Applicant Date

Print Name Don E Christensen
First Middle Last

SEND FUTURE APPLICATION RENEWALS TO:

- Applicant's Residence Address
- Business Address


FOR CITY USE ONLY: (When applicable)				
	Signature:	Approved:	Denied:	Date:
Planning:				
Police Chief:				
Fire Dept.:				
Finance Director:				
City Administrator:				



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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: February 4, 2015

ITEM DESCRIPTION: Approval of New Therapeutic Massage Therapist License

Proposed Action

Staff recommends the City Council move to approve the Therapeutic Massage Therapist license for Robert Gabres to operate at Cloquet Natural Foods, 502 Carlton Avenue.

Background/Overview

The City has received an application from Robert Gabres, 5194 E Lake Road, Saginaw, for a new Therapeutic Massage Therapist license. Mr. Gabres will be operating at Cloquet Natural Foods, 502 Carlton Avenue.

Policy Objectives

Approval of a Therapeutic Massage Therapist license is required under Section 6.9 of the Municipal Code. There is no limit on the number of licenses issued in any one year.

Financial/Budget/Grant Considerations

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

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application.



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www.ci.cloquet.mn.us
email: djohnson@ci.cloquet.mn.us

CITY OF CLOQUET, MN
APPLICATION FOR THERAPEUTIC MASSAGE
THERAPIST LICENSE

This application, all required documentation and fees must be submitted by any person desiring to obtain a license to practice therapeutic massage within the City of Cloquet, MN.

Business where Massage Therapy Services will be conducted: Business Residence

Business Name: Cloquet Natural Foods
Business Address: 502 Carlton Ave

APPLICANT INFORMATION:

Name: Robert Ervin Gabres
First Full Middle Name Last

Applicant Current Address: 5194 E. Lake Road

City, State, Zip: Saginaw, MN 55779

Home Phone: _____ Work Phone: _____ Cell Phone: 218-391-9155

BUSINESS INFORMATION:

Therapeutic Massage Services will be provided at: Message Therapy Business Residence

1. **Message Therapy Business:**

Business Name: Cloquet Natural Foods
Address of Business: 502 Carlton Ave., Cloquet, MN 55720
Phone No.: 218-879-3243 Alternate Number: _____
Manager of Business: Cheryl. Columb
Owner of Business: Don or Lodi Christensen
Owner's Residence Address: Same as Above.
City, State, Zip: _____
218-879-3243
Work Phone
theorganiccandle@gmail.com
E-Mail Address

2. **Residence** (Home Occupation Permit is required)

Therapeutic Massage Licenses will only be issued to persons at residences which are properly zoned and/or meet those zoning requirements for such location as may be required by the City. For Zoning Verification, contact the Cloquet Zoning Department at (218) 879-2507 prior to submitting your application.

Property Zoning District: _____

Property Parcel ID Number: _____

Property Complete Legal Description: _____

Real estate taxes on property to be licensed are: Paid current Delinquent

Are there any financial claims to the City of Cloquet owed by the applicant/property owner?

None exist. There are financial claims owed to the City of Cloquet.

If there are current financial claims owed to the City of Cloquet, please state the amount(s) and type of claim:

Responsible Party Amount Type of claim (i.e., utilities, etc.)

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I HEREBY UNDERSTAND AND AGREE THAT:

1. Information revealed herein for a Therapeutic Massage Therapist License in the City of Cloquet will be handled by the City in accordance with federal and state laws regarding privacy of criminal records.
2. A criminal conviction will not bar an applicant from obtaining a Therapeutic Massage Therapist License with the City of Cloquet unless such conviction is directly related to the occupation for which the license is sought, according to Minnesota Statutes §364.03.
3. Failure to reveal a criminal conviction will be considered falsification of the application and may be used as grounds for denial of the license.

(I) do hereby swear that I have submitted all of the required documentation as listed above and that the answers in this application are true and correct to the best of my knowledge. I do authorize the City of Cloquet, its agents, and employees, to obtain any necessary information and to conduct an investigation, if necessary, into the truth of the statements set forth in this application and my qualifications for this license. I do understand that providing false information shall be grounds for denial of my license.

Robert Ervin Gabres _____ 3 February 2015 _____
 Signature of Applicant Date

Print Name Robert Ervin Gabres
 First Middle Last

SEND FUTURE APPLICATION RENEWALS TO:

- Applicant's Residence Address
- Business Address


FOR CITY USE ONLY: (When applicable)				
	Signature:	Approved:	Denied:	Date:
Planning:				
Police Chief:				
Fire Dept.:				
Finance Director:				
City Administrator:				



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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: February 4, 2015

ITEM DESCRIPTION: Approval of Renewal of Consumption and Display Permit

Proposed Action

Staff recommends that the City Council move to approve the renewal of the Consumption and Display Permit for The Tap on 33 Inc. subject to the State of Minnesota approving such permit.

Background/Overview

The City has received a renewal application from The Tap on 33 Inc. for a Consumption and Display Permit at The Tap, 342 Lake Avenue. The current permit expires 3/31/15. A Consumption and Display Permit authorizes an establishment to permit the consumption and display of intoxicating liquor on the premises. The permit does not authorize the sale of intoxicating liquor.

Assuming that the permit is approved by the City Council, the permit is then forwarded to the State for final approval.

Policy Objectives

Approval of a Consumption and Display Permit is required under MN Statutes, Chapter 340A.414.

Financial/Budget/Grant Considerations

The annual fee for issuance of a permit is \$250.00 payable to the Alcohol and Gambling Enforcement. The City does not have a fee for this permit.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement

445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7512

RENEWAL OF CONSUMPTION AND DISPLAY PERMIT

Permit Fee \$250 (Renewal Date: April 1)

ID# 27505	License Code	CDPBL
The Tap on 33 Inc.		
The Tap		
342 Lake Ave		
Cloquet	MN	55720
Business Phone 2188797246		

IF NAME AND ADDRESS
SHOWN ARE NOT
CORRECT, MAKE
CHANGES BELOW

Worker's Comp. Ins. Name BERKLEY Policy # _____ Policy Period 7/1/15 - 7/1/16

City/County where permit approved CLOQUET/CARLTON ^{A WC-22-04-160493-10}

Licensee Name THE TAP ON 33 INC

Address, City, State, Zip 342 LAKE AVE CLOQUET MN 55720

Business Phone N/A Email HUNY33TAP@HOTMAIL.COM

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Applicant confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Applicant confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Applicant confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on the back of this renewal, then sign below.
4. Applicant confirms that workers compensation insurance is in effect for the full license period.
5. Applicant confirms, no club on-sale intoxicating liquor license is held.
6. Applicant confirms business premises are separate from any other business establishment.

Licensee Signature [Signature] BONNIE MACIUSKI Date 2 FEB 15
(Signature certifies all application information to be correct and permit has been approved by city/county.)

City Clerk/County Signature _____ Date _____
(Signature certifies that a consumptions and display permit has been approved by the city/county as stated above.)

**MAKE CHECKS PAYABLE TO: DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT
AND RETURN WITH APPLICATION**

Amount Received _____



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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Nancy Klassen, Finance Director
Reviewed by: Brian Fritsinger, City Administrator ^(B)
Date: February 10, 2015

ITEM DESCRIPTION: Certification of Utility Bills

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 15-11, ADOPTING AND CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT UTILITIES.**

Background/Overview

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

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 2016 property tax statements. See attached listing for amount certified.

Advisory Committee/Commission Action

Not applicable.

Supporting Documentation Attached

- Resolution 15-11.
- Listing of delinquent bills to be certified to Carlton County.

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

RESOLUTION NO. 15-11

**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 2015, payable in 2016.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 17TH DAY OF FEBRUARY, 2015.**

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 February 17, 2015,

HEREBY CERTIFY, That there is remaining in my office unpaid and for collection the following Utility Bills for the 2016 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>Account Number</u>	<u>Bill Amount</u>	<u>Collection Fee</u>	<u>Total Certified</u>
06-145-0240	344 8th Street	0124016800-04	501.39	25.00	526.39
06-110-1200	31 19th Street	0118016200-15	11.55	25.00	36.55
06-200-0800	335 2nd Street	0123004500-01	11.55	25.00	36.55
06-145-0860	604 1/2 Carlton Ave	0124013100-20	10.55	25.00	35.55
06-145-0240	344 8th Street	0124016800-05	45.30	25.00	70.30
06-510-8150	1502 Moorhead Rd	0260037300-00	35.20	25.00	60.20
06-205-0060	311 19th Street	0119008700-03	18.30	25.00	43.30
06-270-0020	2440 Selmser Ave	0119018600-06	85.77	25.00	110.77
06-290-4160	121 14th Street	0120011600-09	117.76	25.00	142.76
06-290-4320	1305 Carlton Ave	0120012200-03	238.95	25.00	263.95
06-275-0120	25 8th Street	0121009800-12	91.47	25.00	116.47
06-255-0100	415 8th Street	0124002600-02	85.62	25.00	110.62
			<u>1,253.41</u>	<u>300.00</u>	<u>1,553.41</u>
	Total				




COMMUNITY DEVELOPMENT DEPARTMENT

1307 Cloquet Avenue • Cloquet MN 55720

Phone: 218-879-2507 • Fax: 218-879-6555

www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Holly Butcher, Community Development Director
Reviewed/Approved By: Brian Fritsinger, City Administrator 
Date: February 10, 2015

ITEM DESCRIPTION: PUBLIC HEARING ON CLOQUET SMALL CITIES DEVELOPMENT PROGRAM APPLICATION 2015

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 15-12, A RESOLUTION OF SUPPORT FOR THE CLOQUET SMALL CITIES DEVELOPMENT PROGRAM APPLICATION 2015.**

Further, staff recommends the City Council move to adopt **RESOLUTION NO. 15-13, A RESOLUTION DESIGNATING THE CLOQUET SMALL CITIES DEVELOPMENT PROGRAM COMMERCIAL TARGET AREA AS A BLIGHTED AREA.**

Background/Overview

Staff recommends the City Council hold a public hearing to invite public comment on the City making application to the State Department of Employment and Economic Development for Small Cities Development Program funding. This public hearing is required by DEED as part of the final application process. Further, the state requires the City to designate the commercial target area in the application as slum and blight because the source of the funds is from federal community development block grants the goals of which is to reduce slum and blight conditions in a community, this designation by law only applies to the commercial target for the City.

Small Cities Development Program (SCDP) funds are available for cities under 50,000 in population to apply for for owner-occupied housing rehabilitation, rental housing rehabilitation, and/or commercial rehabilitation. Cities may apply for a single purpose or comprehensive application. A comprehensive application is defined as a proposal from a community that has two or more interrelated projects which by their nature require a coordination of housing, public facilities, or economic development activities.

Proposed SCDP City Program

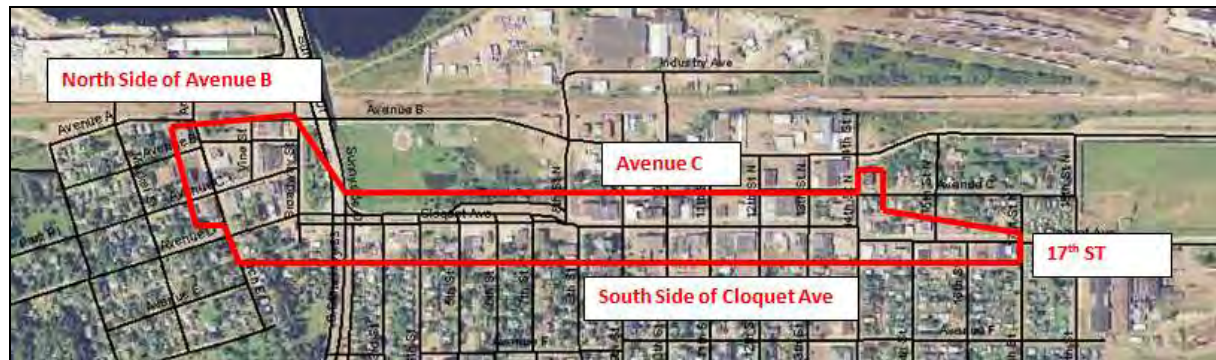
The City has established program guidelines for the three activities of rehabilitation of owner-occupied housing, rental housing, and commercial by target area based on concentrations of blight for the following target areas in the City as mapped below. The goal of the City's application is to complete:

- 10 commercial projects at \$25,000 in rehabilitation per building; and
- 24 low income owned and occupied homes at \$15,000 in rehabilitation per home; and
- 8 rental properties at \$20,000 per single family rental home which will be required for 5 years to be rented at fair market rent restrictions.

RESIDENTIAL PROGRAMS (OWNER / RENTER) Cloquet Target Area



COMMERCIAL Cloquet Target Area



Crafting Final Application

The City of Cloquet submitted a pre-application to DEED in November and was notified on December 17, 2014 that the City's application would be invited to proceed to final application however it was marginally competitive (29 / 40 selected to proceed were marginal) and DEED made several suggestions to strengthen the City's application. In a meeting with DEED on December 18, 2014 they offered the following feedback to the City to improve the application:

- The application needs to specify how all project category goals will be successfully executed; and
- Reduce the SCDP request and slightly increase the City's hard dollar cash into the project; and
- Target area is ok, all activities are ok – need to scale back commercial project goals; and
- Several applications were received from DEED Region 3 (e.g. Moose Lake, Lakes & Pines etc.)

To the Mayor and City Council
Public Hearing SCDP Application
February 10, 2015
Page 3

Policy Objectives

In February 2014, the City of Cloquet adopted the Cloquet-Scanlon Housing Study, an effort led and funded by the Cloquet EDA, and then initiated the Cloquet-Scanlon Housing Task Force using Minnesota Housing Partnership grant funding to develop a housing implementation plan. The City Council and Planning Commission crafted a Rental Ordinance which will take effect March 1, 2015. Lastly, the City's Comprehensive Plan has a housing component. Applying for SCDP funding strives to meet the City's housing goals.

Advisory Committee/Commission Action

Cloquet EDA approved the City's pre-application in October, in January staff shared DEED's comments on what areas needed improvement on the City's application. The Council approved a Resolution of support for the City's pre-application in October.

Financial/Budget/Grant Considerations

In October the Council approved committing \$25,000 from Fund 202 in Federal CDBG funds to be used as application leverage towards the 2015 SCDP application and specifically applying the City's funds towards the Ed's Bakery building. Based on feedback from DEED, staff will be reducing the overall request to DEED by \$100,000. Staff recommends no financial increase in funding towards the application at this time.

Supporting Documentation Attached

- Resolution No. 15-12.
- Resolution No. 15-13.

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

RESOLUTION NO. 15-12

**RESOLUTION OF SUPPORT FOR CLOQUET
SMALL CITIES DEVELOPMENT PROGRAM APPLICATION**

WHEREAS, the City of Cloquet is pursuing a final application for Small Cities Development Program (SCDP) funding being submitted to the State of Minnesota Department of Employment and Economic Development (DEED) for monies to improve owner-occupied, rental housing, and commercial properties located within the attached Cloquet Target Zone; and

BE IT RESOLVED, the City of Cloquet, MN act as the legal sponsor for the SCDP Cloquet Project as contained in the application to be submitted to DEED by February 26, 2015 and that the City Administrator and Community Development Director are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Cloquet; and

BE IT FURTHER RESOLVED, that the City of Cloquet has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life; and

BE IT FURTHER RESOLVED, that the City of Cloquet has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

BE IT FURTHER RESOLVED, that upon approval of its application by the State, the City of Cloquet may enter into an agreement with the State of Minnesota for the approved project, and that the City of Cloquet certifies that it will comply with all applicable laws and regulations as stated in all contract agreements; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, that the City Administrator and Community Development Director, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project on behalf of the City of Cloquet.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS
17TH DAY OF FEBRUARY, 2015.**

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator

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

RESOLUTION NO. 15-13

**A RESOLUTION DESIGNATING THE CLOQUET
SMALL CITIES DEVELOPMENT PROGRAM
COMMERCIAL TARGET AREA AS A BLIGHTED AREA**

WHEREAS, the City of Cloquet is undertaking a program of downtown revitalization and redevelopment; and

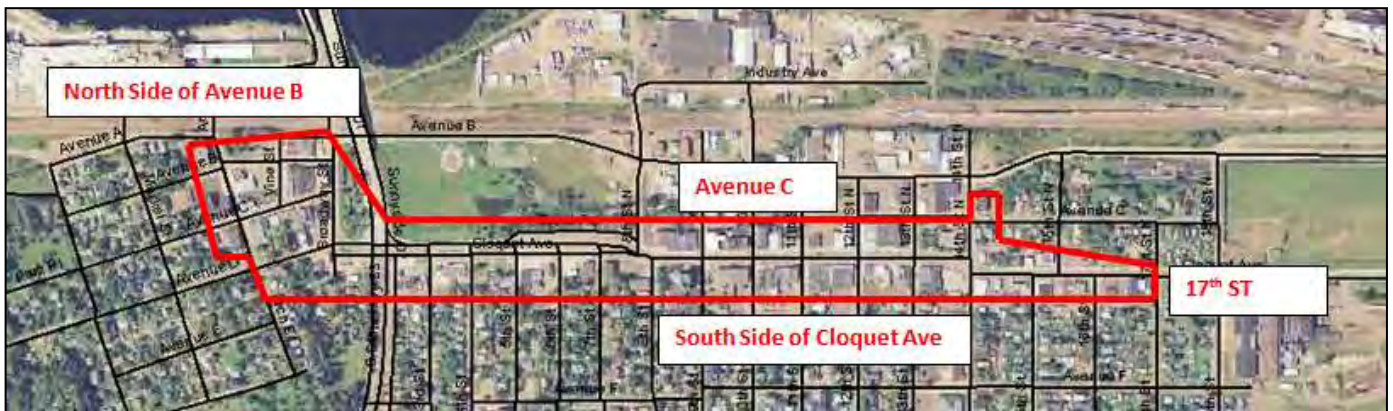
WHEREAS, the City of Cloquet has identified a specific area hereafter referred to as a “blighted area” in which revitalization activities will occur; and

WHEREAS, the Cloquet City Council has assessed the condition of the buildings and the other characteristics of the blighted area and has determined that the area can be characterized as blighted by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light, and sanitary facilities, excessive land coverage, deleterious land use, or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community, in accordance with Mn. Stat. 469.002 Subd. 11; and

WHEREAS, the Cloquet City Council has identified deteriorating conditions which are contributed to by the existence of substandard residential units, the inability of commercial structures to meet codes, the general condition of deteriorating storefronts on the commercial buildings in the area as contributing to the slum and blight conditions of the blighted area.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, That the area identified on the Commercial Target Area is characterized by conditions meeting the definition of slum and blight and is designated as a “blighted area.”

COMMERCIAL Cloquet Target Area



PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 17TH DAY OF FEBRUARY, 2015.

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator (2)
Date: February 10, 2015

ITEM DESCRIPTION: Appointment of Waterfront Committee Representatives

Proposed Action

Staff recommends that the City Council consider the appointment of individuals to the Waterfront Committee with the purpose of developing plan design for the various riverfront parks.

Background/Overview

The City recently extended its design services contract with Short Elliott Hendrickson, Inc. (SEH) to include the development of a waterfront plan for the City of Cloquet. Many ideas have been explored during previous studies for the waterfront, including the interconnected riverfront park envisioned in the parks and recreation Master Plan.

Unfortunately, the Master Plan process did not include a consensus on the concepts for Veteran's Park and Dunlap Island. As a result, the Parks Commission is moving forward with efforts to develop a consensus plan for these two areas as well as the adjacent riverfront areas.

In efforts to engage the community and key stakeholders to identify a consensus plan, the City established a Waterfront Committee. This committee is proposed to be made up of 15-20 members. To date, the City has received applications of interest from those individuals as attached. Additional applications of interest may still be forthcoming.

Policy Objectives

The City created the Waterfront Committee at its January 20, 2015 meeting. Under City Code, appointments to the various boards, commissions and committees are made by the Mayor and confirmed by the City Council.

Financial/Budget/Grant Considerations

None at this time.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Applications.

City of Cloquet
1307 Cloquet Avenue
Cloquet, MN 55720
ph: 218-879-6758
e-mail: cpeterson@ci.cloquet.mn.us



St. Louis River
Waterfront Committee Application

Applicant Name: Jana Peterson

How long have you lived in Cloquet? 7 1/2 (Years) / Months

What other Cloquet community activities have you been involved in?

I work at newspaper so very engaged/well informed
Blandin group Nov. 2011

July 4th organizing committee 2012, 13, 14

Active Transportation Committee

Please describe any previous experience and/or skills which may be similar or helpful to the Task Force.

good communication, followed Parks Master
plan process closely, wrote about, participated
as community member, I am a mother of 3 boys 12, 12,
15

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

Work is very intense ^(M-W) unable to do anything
on Wednesdays because of paper deadline.

Thursdays + Fridays best days

Why do you wish to serve on the Task Force?

Because I care & I'm well informed

Any other relevant information you would like us to know?

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.

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**St. Louis River
Waterfront Committee Application**

Applicant Name: Karen Smith

How long have you lived in Cloquet? 33 years Years/Months

What other Cloquet community activities have you been involved in?

Klo Kay Bo Kay Garden Club, Cloquet Beautification Committee, Kiwanis Pinehurst Park Cleanup Project, Cloquet Avenue flower planting, Carlton County Historical Society Board and Foundation, Kiwanis Club, Rotary Club

Please describe any ^{other} previous experience and/or skills which may be similar or helpful to the Task Force.

I own two tree farms and have worked extensively on Stewardship Plans with consulting foresters. I've consulted with landscapers on developing and implementing plans for my own property

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

none that I anticipate

Why do you wish to serve on the Task Force?

I have been involved with city beautification's many aspects and always wished for an organized, comprehensive plan. The proposed project area has so much unique potential, and its development should not be random or unplanned.

Any other relevant information you would like us to know?
Hopefully, site maintenance will be part of the plan and not left to chance.

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.

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**St. Louis River
Waterfront Committee Application**

Applicant Name: Ruth Reeves

How long have you lived in Cloquet? 2 yr 7 mo. Years/Months

What other Cloquet community activities have you been involved in?

- Parks Visioning
 - Various Community Ed programs & activities
 - Cloquet Schools referendum
-

Please describe any previous experience and/or skills which may be similar or helpful to the Task Force.

- Trail committee in Aitkin to plan a spur to Paul Bunyan Trail
 - Fit City Aitkin - numerous events for community, e.g. 5K runs
 - Experience with planning & promoting
-

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

- Work-related meeting & obligations may conflict
-

Why do you wish to serve on the Task Force?

- Professionally - I see this task force as a vital link to the ComEd/City recreation partnership
 - Personally - I fully support Cloquet moving forward to improve opportunities for citizens.
-
-

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.

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St. Louis River
Waterfront Committee Application

Applicant Name: Gary Dahl

How long have you lived in Cloquet? 35 yrs Years/Months

What other Cloquet community activities have you been involved in?

Veterans programs, Pine Ridge Board,
Car Club Act. Friends of Animals, Big Brothers
Big Sisters

Please describe any previous experience and/or skills which may be similar or helpful to the Task Force.

Work Construction as Mgr, General foreman
Mech Drafting Background,

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

None at present except schedule mtgs.
VFW & DAV

Why do you wish to serve on the Task Force?

input from past experiences. Help make
good choices.

Any other relevant information you would like us to know?

Business owner and operator Natural Food Store,
Dahl's Chalet (Bar)

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.

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St. Louis River

Waterfront Committee Application

Applicant Name: BERT WHITTINGTON

How long have you lived in Cloquet? 42 YEARS Years/Months

What other Cloquet community activities have you been involved in?

PUBLIC SCHOOL TEACHER FOR 35 YEARS (RETIRED 2006)
CLEAN-UP VOLUNTEER FOR 4TH OF JULY COMMITTEE
SPONSORED SEVERAL FUNDRAISERS AT MY BUSINESS FOR
UNITED WAY, FRIENDS OF ANIMALS, ETC.

Please describe any previous experience and/or skills which may be similar or helpful to the Task Force.

OFFICER IN THE MINNESOTA NATIONAL GUARD FOR 35 YEARS
AND HAVE BEEN ON MANY COMMITTEES AND TASK FORCES
AS A MEMBER AND A CH AIRMAN.

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

NONE

Why do you wish to serve on the Task Force?

OWN THE NORTHEASTERN HOTEL ON DUNLAP ISLAND
AND HAVE VOLUNTARILY CUT THE BRUSH AROUND THE
BRIDGE AND PAINTED OUT MAJOR GRAFFITI ON IT,

Any other relevant information you would like us to know? BASICALLY ADOPTING HWY 33 BRIDGE,

FAMILIAR WITH AGENDAS, MEETINGS AND "ROBERTS RULE
OF ORDER" AND CAPABLE OF A COMMON SENSE APPROACH.

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.

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**St. Louis River
Waterfront Committee Application**

Applicant Name: DAN LUNDQVIST

How long have you lived in Cloquet? 35+ Years/Months

What other Cloquet community activities have you been involved in?

- Sponsor of The Cloquet River Run.
- Cloquet Hockey Assoc. - Baseball/Softball

Please describe any previous experience and/or skills which may be similar or helpful to the Task Force.

Local Business owner/Developer

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

Why do you wish to serve on the Task Force?

I have used this land for everything from walking
Dogs to Kayaking the River. Want to make sure
its Done appropriately.

Any other relevant information you would like us to know?

Know alot about the History of these parcels
& Knife Falls area.

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.

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St. Louis River
Waterfront Committee Application

Applicant Name: Allen Rauskel

How long have you lived in Cloquet? 40 YR Years/Months

What other Cloquet community activities have you been involved in?

CLOQUET Hockey Association
Cloquet Soccer

Please describe any previous experience and/or skills which may be similar or helpful to the Task Force.

LOCAL Business OWNER

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

Why do you wish to serve on the Task Force?

IMPACTS my neighborhood AREA

Any other relevant information you would like us to know?

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.

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**St. Louis River
Waterfront Committee Application**

Applicant Name: Marty OLeary

How long have you lived in Cloquet? 40 years Years/Months

What other Cloquet community activities have you been involved in?
The hundredth Anniversary of the City

Please describe any previous experience and/or skills which may be similar or helpful to the Task Force.
Being a bussiness owner for 17 years I have herd alot of different views from my costumers on the City.

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

Why do you wish to serve on the Task Force?
any improvement on the City and my bussiness is a great intrest to me.

Any other relevant information you would like us to know?
any improvments to the City would be very welcome.

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.

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St. Louis River
Waterfront Committee Application

Applicant Name: FRED LITTLE

How long have you lived in Cloquet? 35 Years/~~Months~~

What other Cloquet community activities have you been involved in?

MAYOR
CLOQUET AVE REBUILD

Please describe any previous experience and/or skills which may be similar or helpful to the Task Force.

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

Why do you wish to serve on the Task Force?

Any other relevant information you would like us to know?

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.

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St. Louis River
Waterfront Committee Application

Applicant Name: SGT 1ST CLASS TROY R. SMITH

How long have you lived in Cloquet? @ ARMORY SINCE 08 Years/Months

What other Cloquet community activities have you been involved in?

CLOQUET ARMORY FACILITY MANAGER

CLOQUET VFW QUARTERMASTER

CARLTON COUNTY YELLOW RIBBON NETWORK MILITARY POC

Please describe any previous experience and/or skills which may be similar or helpful to the Task Force.

PREVIOUSLY WORKED WITH THE PARKS TASK FORCE

COORDINATE ALL PUBLIC AND PRIVATE EVENTS AT THE CLOQUET ARMORY

HELPED COORDIANTE THE NEWEST STATUE IN VETERAN'S PARK

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

ARMY SCHEDULE; OFTEN DRILL OUT OF TOWN

Why do you wish to serve on the Task Force?

I AM VERY CONCERNED WITH THE FUTURE VETERAN PRESENCE IN CLOQUET AND

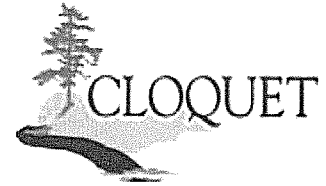
COMMITTED TO ASSISTING THE CITY AND STAKEHOLDER'S IN THE DEVELOPMENT OF

THE BEST OPTIONS AND OUTCOMES TO REPRESENT VETERANS IN THE COMMUNITY

Any other relevant information you would like us to know?

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.

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**St. Louis River
Waterfront Committee Application**

Applicant Name: David Pritchett

How long have you lived in Cloquet? 24 years Years/Months

What other Cloquet community activities have you been involved in?

CATTA Board Member + President - 8 yrs; Cloquet Gospel Tab. Deacon (7 yrs) + Elder (13 yrs), past Kiwanis Club member, CHS tennis coach - boys 2006-2015 various City + Chamber of Commerce volunteer positions 1991-2015, etc.

Please describe any previous experience and/or skills which may be similar or helpful to the Task Force.

Attorney since 1987, practicing in real estate + corporate matters; have built single family homes, townhomes, apartments, commercial bldgs; real estate development; have sat on + chaired innumerable boards + committees

Please describe any potential schedule conflicts i.e., routine travel, work schedules etc.

busy law practice weekdays + some evenings - I need lots of advance warning to adjust my calendar but once an item is set on my calendar I can almost certainly make it

Why do you wish to serve on the Task Force?

I have loved + used the Cloquet waterfront area for the past 20+ years, live adjacent to it look at it out my office window, and hope to contribute toward a good plan for its future

Any other relevant information you would like us to know?

Call me with questions. Thanks. David Pritchett

Thank you for your interest in serving on the Parks System Master Plan Task Force. While all community members are welcome to serve we ask that you take a moment to fill out the application form to assist us with future contact information and understanding of each applicant's strengths and passions in the parks. We recognize that this is a volunteer effort but ask that each applicant give careful consideration to the time commitment involved. If your schedule is such that it will likely impede your active participation in the process please consider letting others who may have greater availability participate. Any questions can be directed to Caleb Peterson at the number or e-mail listed above.



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator (2)
Date: February 10, 2015

ITEM DESCRIPTION: New Cingular Wireless PCS Lease for Antenna Tower on City Property

Proposed Action

Staff recommends that the City Council move to approve the Option and Lease Agreement between the City and New Cingular Wireless PCS, LLC.

Background/Overview

In April 2013, staff presented to the Council, as part of a work session meeting, a proposal from AT&T to lease City property for the purpose of constructing a new antenna tower. The City Council was generally supportive of the concept but had certain concerns related to the conditional use process. The proposed tower would be a 190' monopole tower designed to collapse onto itself in the unfortunate situation of collapse.

The company is interested in leasing City property adjacent to Highway 45 and Carlton Avenue. This property had been acquired by the City approximately 40 years ago for use as a possible water treatment plant to treat the water from Lake Superior if it were to be used as part of the City's potable water supply. To date, this water is exclusively used within the City for the production of paper at the Sappi mill. There have been no discussions to move forward with any treatment plant by the City Council in recent memory.

The site also sits adjacent to a large tract of property owned by Jarden Corporation. The Company or its tenants have used this property for wood storage in recent years. The only building on the two parcels is a small building located in the far Northeast owned by the City. The City has historically used the remainder of our parcel as a snow storage dump in the winter and for the storage of other sand/soil debris in the warmer months.

The City currently holds leases with 4 different carriers to construct and operate antenna towers on City property. This includes one in Pine Valley, one on the City water tower, one in Midway Township next to the City's Lake Superior Reservoir, and one in Duluth adjacent to Station 2. The City also recently agreed to another lease on the same Midway Township property with MNDOT for a new ARMER antenna tower. So the City has a great deal of experience with both the issues involved in antenna towers as well as lease rates and conditions.

In those situations, the towers are located such that the City does not have much long term competition in terms of future site development. In this case, however, the site is adjacent to the vacant Jarden tract and Highway 45 which could hold some long term commercial/industrial development opportunities for the City. The tower would most likely not eliminate development opportunity, but could limit the opportunities due to the safety issues.

In July, 2013, the City Council approved the lease agreement with New Cingular Wireless subject to approval of a conditional use permit, site location approval by the City Engineer, and final lease approval by the City Attorney. A conditional use permit was approved by the City on October 15, 2013, and the site location approved by the City Engineer. A lease was negotiated but was eventually rejected by the company due to concerns about the lease rates. The City had not been in communication with the company since that time.

The company has now made contact with the City indicating its desire to move forward with the agreement. (see attached letter) Staff has no new issues of concern but due to the previous action rejecting the lease and the timeframe involved, the City Attorney has recommended that the City Council reconsider the project and agreement. The company is not proposing any changes to the lease so it is consistent with that presented to the Council in 2013. Non-financial specifics of the proposed lease include:

1. Option - the agreement includes a one year option which may be renewed for one additional year.
2. Permitted Use - the agreement requires a conditional use permit to be pursued and granted before construction.
3. Term - initial lease is five years with four additional renewal terms.
4. Lease Area - 50' x 50' lease area with entrance driveway.

Policy Objectives

The City has no formal policy regarding the placement of antenna towers on City property. It does have a section of the Zoning Ordinance that address certain setback requirements and it does require a conditional use permit be issued prior to the construction of a tower. Further, in terms of guiding principles the State has previously ruled that antenna towers are similar to a public utility and that public agencies have a responsibility to consider its property as potential site locations for antenna. This does not mandate that the city must agree to allow such facilities.

Under Section 17.2.10, Subd. 5(A), a conditional use permit shall be valid for a period of one year after which the same shall be revoked in the event that any proposed construction, alteration or operation has not been stated in accordance with the terms of such permit. In this case, the applicant had applied for a building permit prior to the expiration of the one year period and as a result no new conditional use permit application is required.

Financial/Budget/Grant Considerations

The lease requires a \$1,500 upfront payment to the City for a one year option of the lease. The monthly rent, if the option is exercised, is \$950.00 per month. Rent would increase annually by seven and one-half (7 1/2) percent.

Advisory Committee/Commission Action

- None.

Supporting Documentation Attached

- CUP, Resolution No. 13-76
- Site Maps.
- Lease.

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

RESOLUTION NO. 13-76

**A RESOLUTION APPROVING THE CONDITIONAL USE PERMIT
TO ALLOW A CELLULAR TOWER
IN THE LIGHT INDUSTRY DISTRICT**

WHEREAS, New Cingular Wireless PCS, LLC (AT&T) is proposing a Conditional Use Permit for a 190 foot mono-pole cellular tower in the Light Industry District; and

WHEREAS, As required by ordinance, notification was advertised in the Pine Journal and property owners within 350 feet were sent notice. A public hearing was held to consider the application at the regular meeting of the Cloquet Planning Commission on October 8, 2013 at which time Zoning Case / Development Review No. 13-14 was heard and discussed; and

WHEREAS, the property of the proposed Conditional Use Permit is located west of Scanlon Way and north of Carlton Avenue and is legally described as follows:

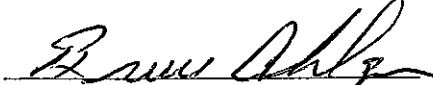
That portion of the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) of Section 24, Township 49, Range 17 West, described as follows: Commencing at the Southeast corner of said forty, thence North on East forty line 170 feet to the point of beginning; thence West parallel to South forty line 600 feet; thence North parallel to East forty line 500 feet; thence East parallel to South forty line 315 feet, more or less, to a point lying 50 feet Southwest of the West State Highway 45 right of way; thence Southeasterly along a line parallel to and 50 feet Southwest of said highway right of way to a point on the East forty line; thence South on East forty line 195 feet, more or less, to the point of beginning. and

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, that it approves the Conditional Use Permit for a 190 foot mono-pole cellular tower in the Light Industry District subject to the following conditions:

1. The maximum height of the tower and the attached antenna's shall be 200 feet.
2. The lease agreement must be finalized prior to the issuance of a building permit.
3. The tower location needs to be to the written satisfaction of Public Works Director Prusak.
4. The tower shall not be artificially illuminated unless required by the FCC or FAA regulations.
5. If the tower is required to have flashing type lighting or illumination, the use of red flashing lights is required during the night time hours as opposed to white strobe lights unless otherwise federally mandated.

PASSED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15TH DAY OF OCTOBER, 2013.


Bruce Ahlgren, Mayor

ATTEST:



Brian Fritsinger, City Administrator

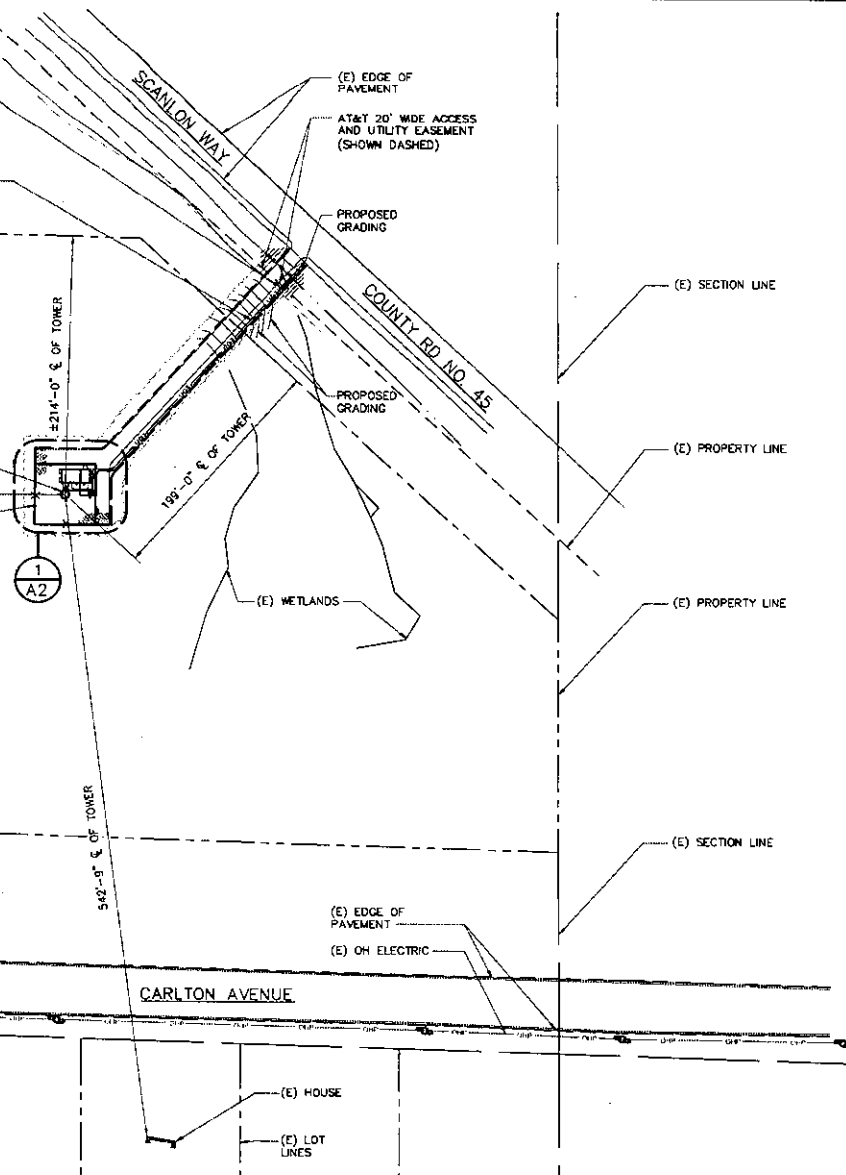
PROPOSED TELCO WITH 25 PAIR ICKY-PICK CAT 5 CONDUCTOR IN 4" SCH 40 PVC CONDUIT. CONTRACTOR TO COORDINATE CONNECTION WITH LOCAL TELEPHONE COMPANY. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED PER NEC ARTICLE 314.

PROPOSED POWER IN 3" SCH 40 PVC CONDUIT. CONTRACTOR TO COORDINATE CONNECTION WITH LOCAL UTILITY COMPANY. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED PER NEC ARTICLE 314. (FIELD VERIFY LOCATION)

(E) PROPERTY LINE

PROPOSED MONOPOLE RE: DWG #1/A3

PROPOSED AT&T LEASE AREA & EQUIPMENT RE: DWG #1/A2



(E) SECTION LINE

(E) PROPERTY LINE

(E) LOT LINES

(E) EDGE OF PAVEMENT

(E) OH ELECTRIC

(E) HOUSE

(E) LOT LINES

(E) SECTION LINE

(E) PROPERTY LINE

(E) PROPERTY LINE

(E) SECTION LINE



4300 MARKET PONTE DR.
BLOOMINGTON, MN 55435



1541 E. WOODFIELD ROAD, SUITE #300E
SCHRAMBURG, IL 62573
www.sscw.com
847-944-1600

DRAWN BY: BK
CHECKED BY: NP

REV	DATE	DESCRIPTION
D	08/16/14	REVISED TOWER & SITE LOCATION
C	05/17/14	REVISED TOWER LOCATION
B	05/08/14	ISSUED FOR REVIEW

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINT NAME: NESTOR POPOVICH
SIGNATURE: *Nestor Popovich*
DATE: 08/20/2014 LICENSE # 47728

MPLSMNUS452
SAPPI RELO
CLOQUET, MN 55720
RAWLAND

SHEET TITLE
SITE PLAN & LEGEND

SHEET NUMBER
A1

SITE PLAN
SCALE: 1" = 100'-0"



1



February 5th, 2015

Attention: Frank Yetka
Rudy, Gassert, Yetka, Pritchett & Helwig, P.A.
813 Cloquet Avenue
Cloquet, MN 55720

SEND VIA OVERNIGHT MAIL

**Re: Cellular Antenna Site Lease Between the City of Cloquet and New Cingular Wireless
Property Location: 2001 Carlton Ave / 61-299 Scanlon Way, Cloquet, MN 55720**

Dear Mr. Yetka,

In front of you for your review is the original agreement between the City of Cloquet and New Cingular Wireless that New Cingular Wireless has now signed. New Cingular Wireless needed to obtain additional approvals, as well as additional funding for this lease. We apologize for the delay and misunderstanding and are relaying to you that New Cingular Wireless is prepared to proceed as originally planned.

Please accept this letter as a proposal by New Cingular Wireless to enter into the previously negotiated lease contract, with the same terms and conditions that were agreed upon in August of 2014.

As previously mentioned, New Cingular Wireless has signed the original lease document that had been signed by the City of Cloquet on August 5th, 2014. If the City of Cloquet would prefer an unsigned version and for new signatures to be obtained, please let me know how many executable copies you would like forwarded to you. Also, please let me know if additional materials or due diligence is required for the presentation to the Council and the Mayor.

Sincerely,

Sam Franklin
Site Development Specialist
4300 Market Pointe Dr, Suite 150
Bloomington, MN 55435
sam.franklin@sacw.com
(414) 630-5772

Market: Minneapolis
Cell Site Number: MPLSMNU5452
Cell Site Name: Sapfi Relo
Fixed Asset Number: 11643883

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Cloquet, a municipal corporation, having a mailing address of City Hall, 1307 Cloquet Avenue, Cloquet, Minnesota 55720 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Carlton Avenue, Cloquet, in the County of Carlton, State of Minnesota (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 2,500 square feet including the air space above such ground space as described on attached Exhibit 1 (the "**Premises**").

(b) During the Option Term (as defined below), and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional One Thousand Five Hundred and No/100 Dollars (\$1,500.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use.

2. **PERMITTED USE.** Provided that Tenant applies for and is granted a conditional use permit, if required by applicable law, permitting such use, the Tenant may use the Premises as provided herein. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, if additional property is available, and an expansion of the Tenant's activities is properly permitted by the City, the Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount

equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

4. **RENT.**

(a) Commencing in the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance Nine Hundred Fifty and No/100 Dollars (\$950.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by seven and one-half percent (7 ½ %) over the Rent paid during the previous Term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the

Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
 - (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain the proper conditional use permit, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;
 - (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
 - (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
 - (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more other Sections of this Agreement, including Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty or 23(I) Severability of this Agreement.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

- (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;
- (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and
- (iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

this Section

- (i) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
- (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and
- (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

Notwithstanding the foregoing, Tenant's right to self-insure shall be subject to the following: (i) any and all self-insurance for workers' compensation or automobile liability must comply with applicable state laws; (ii)

Tenant's parent company includes Tenant in the self-insured program; and (iii) Tenant's parent company must have an aggregate net worth equal to or greater than \$100,000,000 as evidenced by the parent company's most recent annual report.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, agents or invitees to use any portion of the Property in any way that interferes with the Communication Facility and the operations of the Tenant under this Agreement. Landlord will exercise its best efforts to cause any resulting interference to cease within seventy-two (72) hours after receipt of notice of interference from Tenant. In the event such interference does not cease within the aforementioned period, Landlord shall suspend all operations which are suspected of causing interference (except for intermittent testing to determine the cause of interference) until the interference has been corrected.

(d) For purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property by Landlord, its employees, agents or invitees that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents and adversely affecting the construction and operation of the Communication Facility, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any

laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, to its knowledge and, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Tenant will construct a private access road to the Premises as depicted on **Exhibit 1** hereto (the "Private Access Road") for the exclusive use of Tenant, its employees, agents, contractors, representatives and licensees. Landlord shall have no obligation to construct or maintain the Private Access Road or any improvements made within the Private Access Road. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant

cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement and shall be subject to the rights and remedies provided in Section 15 of this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred eighty (180) days after the termination of this Agreement, Tenant will (i) remove all of Tenant's above-ground improvements; (ii) remove footings, foundations, and concrete to a depth of one-foot below grade; and (iii) to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the public utility.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this

Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure or to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent, to: (a) Tenant's Affiliate or (b) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord and acceptance of Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Tenant may not otherwise assign this Agreement without Landlord's consent, such consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #MPLSMNU5452; Cell Site Name: Sappi Relo (MN)
 Fixed Asset No: 11643883
 575 Morosgo Drive NE
 Suite 13-F West Tower
 Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: MPLSMNU5452; Cell Site Name: Sappi Relo (MN)
Fixed Asset No.: 11643883
208 S. Akard Street
Dallas, Texas 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Cloquet
 City Hall
 1307 Cloquet Avenue
 Cloquet, Minnesota 55720

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and the Tenant does not exercise its right to terminate under this Section, the Tenant, at its election, may promptly rebuild or restore any portion of the Property required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord will be responsible for timely payment of all taxes and assessments levied upon the land, improvements and other property owned by the Landlord and located on the Property, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon the Tenant's leasehold improvements located on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord fails to provide such notice or notices to Tenant within such time frame, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by

notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #MPLSMNU5452; Cell Site Name: Sappi Relo (MN)
Fixed Asset No: 11043883
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new landlord.

(c) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other

party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit 24b. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(f) **Governing Law.** This Agreement will be governed by the laws of the State of Minnesota which is where the Premises is located, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(k) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Waiver of Jury Trial.** With regard to any dispute between signatories to this Agreement, each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with any dispute between them regarding this Agreement.

(o) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(p) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses which attorneys' fees and expenses must be reviewed and approved by a court of competent jurisdiction consistent with applicable laws and rules. Prevailing party means the party determined by the court to have prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Cloquet,
a municipal corporation

By: Brian Adkins
Print Name: Brian Adkins
Its: Mayor
Date: 8-5-14

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Michelle Durand
Print Name: Name: Michelle Durand
Its: Title: Manager of Real Estate & Construction
Date: Date: 2-3-15

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Minnesota)
) ss:
COUNTY OF Ramsey)

On the 2 day of February, 2015, before me personally appeared Michelle Duval, and acknowledged under oath that he/she is the REC manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

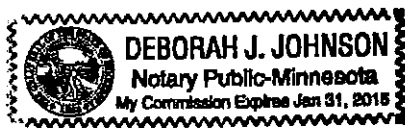


Kathy Leners
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Minnesota)
) ss:
COUNTY OF Carlton)

On the 5th day of August, 2014, before me, personally appeared Bruce Ahlgren, who acknowledged under oath, that he/~~she~~ is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.



Deborah J. Johnson
Notary Public: MN
My Commission Expires: 1-31-15

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 1 of 3

to the Agreement dated February 3, 2015, by and between City of Cloquet, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

From Deed Book 85 Page 609

All that part of the N1/2 of NE--24--49--17, lying south and west of the right of way of the Great Northern Railway Company and of the Northern Pacific Railway Company, as not existing across said lands.

From Deed Instrument No. 213711

That portion of the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4) of Section Twenty-four (24), Township Forty-nine (49) North, Range Seventeen (17) West, described as follows:

Commencing at the Southeast corner of said forty; thence North on East forty line One Hundred Seventy (170) feet to the point of beginning; thence West parallel to South forty line Six Hundred Sixty (660) feet; thence North parallel to East forty line Five Hundred (500) feet; thence East parallel to South forty line Three Hundred Fifteen (315) feet, more or less, to a point lying Fifty (50) feet Southwest of the West State Highway 45 right of way; thence Southeasterly along a line parallel to and Fifty (50) feet Southwest of said highway right of way to a point on the East forty line; thence South on East forty line One Hundred Ninety-five (195) feet, more or less, to the point of beginning.

From Deed Instrument No. 379241

State Aid Project 09-645-01/112-146-01, as referenced in each of the following descriptions, involved the reconstruction of a portion of the former State Trunk Highway No. 45. That part of the reconstructed highway lying outside the city limits of the City of Cloquet is now designated as Carlton County State Aid Highway No. 45 (CSAH 45) and that part lying within the city limits of Cloquet is now designated as City of Cloquet Municipal State Aid Street No. 146 (MSAS 146).

PARCEL NO. 5

Highway Easement described as follows:

That part of Government Lot 8, Section 19, T 49 N, R16 W, being a strip of land, 16.21 feet in width, lying between two lines respectively 33.00 feet and 49.21 feet Easterly of and parallel to the centerline of Municipal State Aid Street No. 146, as laid-out and constructed by State Aid Project 09-645-01/112-146-01.

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 2 of 3

PARCELS NO. 8 & 10a.

Highway Easement described as follows:

That part of the NE 1/4 of the NE 1/4, Section 24, T 49 N, R17 W, being two strips of land, each 50.00 feet in width, lying between lines respectively 33.00 feet and 83.00 feet Northeasterly and Southwesterly of and parallel to the centerline of Municipal State Aid Street No. 146, as laid-out and constructed by State Aid Project 09-645-01/112-146-01, and That part of the said NE 1/4 of the NE 1/4 lying Southeasterly of a lane drawn Southwesterly, perpendicular with said centerline, from a point on said centerline 130.00 feet Northwesterly of the point of intersection of the North right-of-way of Carlton Avenue, extended Easterly, with said centerline of MSAS 146.

Highway Easement described as follows:

That part of the NW 1/4 of the NE 1/4, Section 24, T 49 N, R 17 W, being two strips of land, each 50.00 feet in width, lying between lines respectively 33.00 feet and 83.00 feet Northeasterly and Southwesterly of and parallel to the centerline of Municipal State Aid Street No. 146, as laid-out and constructed by State Aid Project 09-645-01/112-146-01 : Said strip Northeasterly of said centerline commences at the East line of said NW 1/4 of the NE 1/4 and continues Northwesterly to the North line thereof and there terminates. Said strip Southwesterly of said centerline commences at the East line of said NW 1/4 of the NE 1/4 and continues Northwesterly to a line 42.76 feet East of and parallel to the West line of said NW 1/4 of the NE /14 and there terminates.

PARCEL NO. 1220

Highway Easement described as follows:

That part of Lot 39, County Auditor's Subdivision No. 2, according to the recorded plat thereof, Carlton County, Minnesota, being a triangular piece of land lying Easterly of a line 49.21 feet Westerly of and parallel to the centerline of Municipal State Aid Street No. 146, as laid-out and constructed by State Aid Project 09-645-01/112-146-01.

Highway Easement described as follows:

That part of Lot 40, County Auditor's Subdivision No. 2, according to the recorded plat thereof Carlton County, Minnesota, being a strip of land 16.21 feet in width lying between two lines respectively 33.00 feet and 49.21 feet Westerly of and parallel to the centerline of Municipal State Aid Street No. 146, as laid-out and constructed by State Aid Project 09-645-01/112-146-01.

PARCEL "A"

Real estate previously quit-claimed to Carlton County described as follows;

That part of Government Lot 8, Section 19, T 49 N, R 16 W, lying West of Municipal State Aid Street No. 146; more particularly that part of said Government Lot 8 lying West of a line 33.00 feet Westerly of and parallel to the centerline of said MS AS 146 as laid-out and constructed by State Aid Project 09-645-01/112-146-01 (the said centerline here being the same as the centerline of the former Trunk Highway No. 45).

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 3 of 3

The Premises is an approximate 2,500 square foot portion of the Property and is further described and/or depicted as follows:

That part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 49 North, Range 17 West of the Fourth Principal Meridian, Carlton County, Minnesota, described as follows:

Commencing at the southeast corner of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 25 minutes 14 seconds West along the South line of said Northwest Quarter of the Northeast Quarter, a distance of 429.52 feet; thence North 1 degree 34 minutes 48 seconds East, a distance of 445.50 feet to the Point of Beginning of the lease area to be described; thence North 0 degrees 00 minutes 00 seconds East, a distance of 50.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 50.00 feet; thence South 0 degrees 00 minutes 00 seconds West, a distance of 50.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 50.00 feet to the Point of Beginning.

TOGETHER WITH THE FOLLOWING ACCESS AND UTILITY EASEMENT:

A 13.00 foot wide easement for ingress, egress and utility purposes over, under and across the Northwest Quarter of the Northeast Quarter of Section 24, Township 49 North, Range 17 West of the Fourth Principal Meridian, Carlton County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southeast corner of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 25 minutes 14 seconds West along the South line of said Northwest Quarter of the Northeast Quarter, a distance of 429.52 feet; thence North 1 degree 34 minutes 46 seconds East, a distance of 445.50 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 6.50 feet to the Point of Beginning of the centerline to be described; thence North 0 degrees 00 minutes 00 seconds East, a distance of 53.00 feet to a point hereinafter referred to as Point "A"; thence continue North 0 degrees 00 minutes 00 seconds East, a distance of 3.50 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 56.50 feet and said centerline there terminating.

Together with

A 20.00 foot wide easement for ingress, egress and utility purposes over, under and across said Northwest Quarter of the Northeast Quarter, the centerline of said easement is described as follows:

Beginning at previously described Point "A"; thence South 90 degrees 00 minutes 00 seconds East, a distance of 50.27 feet; thence North 42 degrees 40 minutes 06 seconds East, a distance of 159.25 feet to the southwesterly right of way line of County Road Number 45 and said centerline there terminating.

The sidelines of said easement shall be shortened or lengthened to terminate at said southwesterly right of way line of County Road Number 45.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

MEMORANDUM OF LEASE

Prepared by and Return to:

SAC Wireless

Attn: Tiara Lipps

1501 E. Woodfield Road, Suite 300E

Schaumburg, IL 60173

Re: Cell Site #MPLSMNU5452; Cell Site Name: Sappi Rclo
Fixed Asset # 11643883
State: Minnesota
County: Carlton

MEMORANDUM OF LEASE

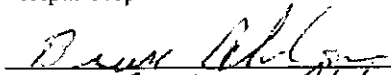
This Memorandum of Lease is entered into on this 3 day of February, 2015 by and between City of Cloquet, a municipal corporation, having a mailing address of City Hall, 1307 Cloquet Avenue, Cloquet, Minnesota 55720 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 3 day of February, 2015 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements (the "**Premises**") is described in **Exhibit I** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

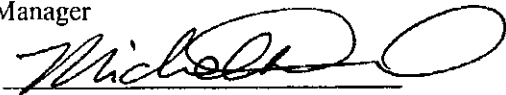
City of Cloquet,
a municipal corporation

By: 
Print Name: David Wilson
Its: Mayor
Date: 8-5-14

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Name: Michelle Durand
Its: Title: Manager of Real Estate & Construction
Date: Date: 2-3-15

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Minnesota)
) ss:
COUNTY OF Ramsey)

On the 3 day of February, 2015, before me personally appeared Michelle Duwand, and acknowledged under oath that he/she is the Rec manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

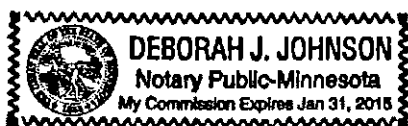


Kathy Leners
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Minnesota)
) ss:
COUNTY OF Carlton)

On the 5th day of August, 2014 before me, personally appeared Bruce Ahlgren, who acknowledged under oath, that he/~~she~~ is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of Landlord for the purposes therein contained.



Deborah J. Johnson
Notary Public: MND
My Commission Expires: 1-31-15

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Lease dated February 3, 2015, by and between City of Cloquet, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

From Deed Book 85 Page 609

All that part of the N1/2 of NE--24--49--17, lying south and west of the right of way of the Great Northern Railway Company and of the Northern Pacific Railway Company, as not existing across said lands.

From Deed Instrument No. 213711

That portion of the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4) of Section Twenty-four (24), Township Forty-nine (49) North, Range Seventeen (17) West, described as follows:

Commencing at the Southeast corner of said forty; thence North on East forty line One Hundred Seventy (170) feet to the point of beginning; thence West parallel to South forty line Six Hundred Sixty (660) feet; thence North parallel to East forty line Five Hundred (500) feet; thence East parallel to South forty line Three Hundred Fifteen (315) feet, more or less, to a point lying Fifty (50) feet Southwest of the West State Highway 45 right of way; thence Southeasterly along a line parallel to and Fifty (50) feet Southwest of said highway right of way to a point on the East forty line; thence South on East forty line One Hundred Ninety-five (195) feet, more or less, to the point of beginning.

From Deed Instrument No. 379241

State Aid Project 09-645-01/112-146-01, as referenced in each of the following descriptions, involved the reconstruction of a portion of the former State Trunk Highway No. 45. That part of the reconstructed highway lying outside the city limits of the City of Cloquet is now designated as Carlton County State Aid Highway No. 45 (CSAH 45) and that part lying within the city limits of Cloquet is now designated as City of Cloquet Municipal State Aid Street No. 146 (MSAS 146).

PARCEL NO. 5

Highway Easement described as follows:

That part of Government Lot 8, Section 19, T 49 N, R16 W, being a strip of land, 16.21 feet in width, lying between two lines respectively 33.00 feet and 49.21 feet Easterly of and parallel to the centerline of Municipal State Aid Street No. 146, as laid-out and constructed by State Aid Project 09-645-01/112-146-01.

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 2 of 2

PARCELS NO. 8 & 10a.

Highway Easement described as follows:

That part of the NE 1/4 of the NE 1/4, Section 24, T 49 N, R 17 W, being two strips of land, each 50.00 feet in width, lying between lines respectively 33.00 feet and 83.00 feet Northeasterly and Southwesterly of and parallel to the centerline of Municipal State Aid Street No. 146, as laid-out and constructed by State Aid Project 09-645-01/112-146-01, and That part of the said NE 1/4 of the NE 1/4 lying Southeasterly of a lane drawn Southwesterly, perpendicular with said centerline, from a point on said centerline 130.00 feet Northwesterly of the point of intersection of the North right-of-way of Carlton Avenue, extended Easterly, with said centerline of MSAS 146.

Highway Easement described as follows:

That part of the NW 1/4 of the NE 1/4, Section 24, T 49 N, R 17 W, being two strips of land, each 50.00 feet in width, lying between lines respectively 33.00 feet and 83.00 feet Northeasterly and Southwesterly of and parallel to the centerline of Municipal State Aid Street No. 146, as laid-out and constructed by State Aid Project 09-645-01/112-146-01 : Said strip Northeasterly of said centerline commences at the East line of said NW 1/4 of the NE 1/4 and continues Northwesterly to the North line thereof and there terminates. Said strip Southwesterly of said centerline commences at the East line of said NW 1/4 of the NE 1/4 and continues Northwesterly to a line 42.76 feet East of and parallel to the West line of said NW 1/4 of the NE 1/4 and there terminates.

PARCEL NO. 1220

Highway Easement described as follows:

That part of Lot 39, County Auditor's Subdivision No. 2, according to the recorded plat thereof, Carlton County, Minnesota, being a triangular piece of land lying Easterly of a line 49.21 feet Westerly of and parallel to the centerline of Municipal State Aid Street No. 146, as laid-out and constructed by State Aid Project 09-645-01/112-146-01.

Highway Easement described as follows:

That part of Lot 40, County Auditor's Subdivision No. 2, according to the recorded plat thereof Carlton County, Minnesota, being a strip of land 16.21 feet in width lying between two lines respectively 33.00 feet and 49.21 feet Westerly of and parallel to the centerline of Municipal State Aid Street No. 146, as laid-out and constructed by State Aid Project 09-645-01/112-146-01.

PARCEL "A"

Real estate previously quit-claimed to Carlton County described as follows;

That part of Government Lot 8, Section 19, T 49 N, R 16 W, lying West of Municipal State Aid Street No. 146; more particularly that part of said Government Lot 8 lying West of a line 33.00 feet Westerly of and parallel to the centerline of said MS AS 146 as laid-out and constructed by State Aid Project 09-645-01/112-146-01 (the said centerline here being the same as the centerline of the former Trunk Highway No. 45).

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 3 of 3

The Premises is an approximate 2,500 square foot portion of the Property and is further described and/or depicted as follows:

That part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 49 North, Range 17 West of the Fourth Principal Meridian, Carlton County, Minnesota, described as follows:

Commencing at the southeast corner of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 25 minutes 14 seconds West along the South line of said Northwest Quarter of the Northeast Quarter, a distance of 429.52 feet; thence North 1 degree 34 minutes 46 seconds East, a distance of 445.50 feet to the Point of Beginning of the lease area to be described; thence North 0 degrees 00 minutes 00 seconds East, a distance of 50.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 50.00 feet; thence South 0 degrees 00 minutes 00 seconds West, a distance of 50.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 50.00 feet to the Point of Beginning.

TOGETHER WITH THE FOLLOWING ACCESS AND UTILITY EASEMENT:

A 13.00 foot wide easement for ingress, egress and utility purposes over, under and across the Northwest Quarter of the Northeast Quarter of Section 24, Township 49 North, Range 17 West of the Fourth Principal Meridian, Carlton County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southeast corner of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 25 minutes 14 seconds West along the South line of said Northwest Quarter of the Northeast Quarter, a distance of 429.52 feet; thence North 1 degree 34 minutes 46 seconds East, a distance of 445.50 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 6.50 feet to the Point of Beginning of the centerline to be described; thence North 0 degrees 00 minutes 00 seconds East, a distance of 53.00 feet to a point hereinafter referred to as Point "A"; thence continue North 0 degrees 00 minutes 00 seconds East, a distance of 3.50 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 56.50 feet and said centerline there terminating.

Together with

A 20.00 foot wide easement for ingress, egress and utility purposes over, under and across said Northwest Quarter of the Northeast Quarter, the centerline of said easement is described as follows:

Beginning at previously described Point "A"; thence South 90 degrees 00 minutes 00 seconds East, a distance of 50.27 feet; thence North 42 degrees 40 minutes 06 seconds East, a distance of 159.25 feet to the southwesterly right of way line of County Road Number 45 and said centerline there terminating.

The sidelines of said easement shall be shortened or lengthened to terminate at said southwesterly right of way line of County Road Number 45.




COMMUNITY DEVELOPMENT DEPARTMENT

1307 Cloquet Avenue • Cloquet MN 55720

Phone: 218-879-2507 • Fax: 218-879-6555

www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Al Cottingham, City Planner/Zoning Administrator 
Reviewed/Approved By: Brian Fritsinger, City Administrator
Date: February 11, 2015

ITEM DESCRIPTION: ZONING CASE 15-01: COMPREHENSIVE PLAN AMENDMENT (LAND USE PLAN) AND REZONING

Proposed Action

Staff recommends the City Council move to adopt:

- **RESOLUTION NO. 15-10, A RESOLUTION APPROVING THE COMPREHENSIVE PLAN AMENDMENT (LAND USE PLAN) FROM “MODERATE TO HIGH DENSITY RESIDENTIAL” TO “LOW DENSITY RESIDENTIAL”**

and

- **ORDINANCE NO. 440A, AN ORDINANCE TO AMEND ORDINANCE 6A, BY AMENDING THE ZONING MAP OF THE CITY OF CLOQUET FROM “R3 – MULTIPLE FAMILY RESIDENTIAL” TO “R2 – ONE AND TWO FAMILY RESIDENTIAL”**

Background/Overview

In 2009, this area was platted by Western Lake Superior Habitat for Humanity. As part of the plat, the City approved the creation of three new single family lots with the remainder of the property being deeded to the City for storm water retention. The zoning and land use designations, at the time of the plat, were the same as today.

Receiving the case file at that time, the Planning Commission did not identify any specific concerns about the zoning or land use designation. Habitat was allowed to plat the property as proposed even though the construction of single family homes would be in conflict with these two guiding documents. The City subsequently issued two building permits in conformance with the new plat and two single family homes were constructed.

The city was recently approached by an individual interested in constructing a home on the third lot. It was through this process that staff identified the conflict with the Zoning and Comprehensive Plan. As a result, in order for the third lot to be developed with a single family home the City must consider the proposed amendments.

In August 2007, the City Council adopted the 2007 – 2027 Comprehensive Plan for the City of Cloquet. Chapter 3 of the Plan, Land Use discusses Inventory and Analysis; Goals, Objectives, and Policies; and, Land Use Plan.

Staff has reviewed the language in the Comprehensive Plan pertaining to both the “Moderate-Density to High-Density Residential” and “Low Density Residential”. In reviewing these write ups there is no compelling rationale to leave things the way they are. The property surrounding this property is “Low Density Residential” thus this would not be creating a spot area for the residential use.

The zoning of property needs to be consistent with the Comprehensive Plan; therefore if the plan is amended to “Low Density Residential” then the zoning should also be amended. In this case the R2 – One and Two Family Residential would be appropriate since the surrounding property is Zoned R2.

Staff believes that since the land use and zoning were overlooked with the platting of the property in 2009 and there was more property involved than specifically platted by Western Lake Superior Habitat for Humanity the City should be the applicant rather than the property owner.

The City of Cloquet is proposing to amend the Land Use Plan portion of the Comprehensive Plan by changing the current classification of the property located southwest of Spruce Street and Prospect Avenue West from “Moderate to High Density Residential” to “Low Density Residential”. The City is also proposing a Rezoning of the property from the current classification of “R3 Multiple-Family Residence” to “R2 One and Two Family Residence”. The City is proposing this change so the existing single family homes will be conforming uses rather than non-conforming uses. The amendment and rezoning, if approved, would amend the Land Use Plan Map of the Comprehensive Plan and the Zoning Map.

The Comprehensive Plan Amendment is the first step in a two-step process that the City needs to go through prior to rezoning the property. If this step is recommended for approval, then the rezoning of the property should also be recommended for approval so the two are consistent.

A public hearing was held on Tuesday, February 10, 2015 to consider a possible amendment to the Comprehensive Plan (Land Use Plan) and Rezoning. A legal notice was published in the Pine Journal on January 29, 2015 and property owners within 350 feet and those whose property is effected were sent notices of the public hearing. There was no one in attendance speaking either on behalf or opposed to the proposed changes.

Policy Objectives

The Land Use Plan portion of the Comprehensive Plan discusses the “Moderate-Density to High-Density Residential” on page 3-14 and the “Low Density Residential” on pages 3-13 and 3-14. The plan does not have any specific locational criteria for where certain districts should be located or rationale as to why districts are located where they are.

To the Mayor and City Council
Comp Plan Amendment and Rezoning
February 11, 2015
Page 3

Financial/Budget/Grant Considerations

The Comprehensive Plan Amendment fee is \$300 and Rezoning fee is \$300. The city does not charge itself these fees.

Advisory Committee/Commission Action

The Planning Commission has recommended approval of the Comprehensive Plan Amendment subject to the condition in the attached resolution on a 4 – 0 vote. They have also recommended approval of the Rezoning on a 4 – 0 vote.

Supporting Documentation Attached

- Resolution No. 15-10.
- Ordinance No. 440A.
- Location Map.
- Comprehensive Plan Pages.
- Land Use Plan.
- Zoning Map.

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

RESOLUTION NO. 15-10

**A RESOLUTION APPROVING THE COMPREHENSIVE PLAN AMENDMENT
(LAND USE PLAN) FROM “MODERATE TO HIGH DENSITY RESIDENTIAL”
TO “LOW DENSITY RESIDENTIAL”**

WHEREAS, The City of Cloquet is proposing a Comprehensive Plan Amendment (Land Use Plan) from “Moderate to High Density Residential” to “Low Density Residential”; and

WHEREAS, As required by ordinance, notification was advertised in the Pine Journal. A public hearing was held to consider the application at the regular meeting of the Cloquet Planning Commission on February 10, 2015 at which time Zoning Case / Development Review No. 15-01 was heard and discussed; and

WHEREAS, the property of the proposed Comprehensive Plan Amendment (Land Use Plan) is located southwest of Spruce Street and Prospect Avenue West and is legally described as follows:

All of Spruce Street Hollow.

And

That part of “Block A” County Auditor’s Subdivision Number 31 described as follows:
Commencing at the northeast corner of “Block A’ thence south on the east line 220 feet, thence west 10.4 feet to the west line of Spruce Street (point of beginning), thence continue west 245 feet, thence south 135 feet to the north right-of-way of CSAH # 7, thence east along the right-of-way 270 feet to the west line of said street, thence north 225 feet to the point of beginning.
Carlton County, Minnesota.

WHEREAS, the Planning Commission reviewed the staff report and recommended approval of the Comprehensive Plan Amendment (Land Use Plan) from “Moderate to High Density Residential” to “Low Density Residential”.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, that it approves the Comprehensive Plan Amendment (Land Use Plan) from “Moderate to High Density Residential” to “Low Density Residential”.

PASSED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 17TH DAY OF FEBRUARY, 2015.

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator

ORDINANCE NO. 440A

AN ORDINANCE TO AMEND ORDINANCE 6A, BY AMENDING THE ZONING MAP OF THE CITY OF CLOQUET FROM “R3 – MULTIPLE FAMILY RESIDENTIAL” TO “R2 – ONE AND TWO FAMILY RESIDENTIAL”

The City Council of the City of Cloquet does hereby ordain as follows:

Section 1. The Zoning Map of the City of Cloquet is hereby amended to change the zoning designation of the following described property from R3, Multiple Family Residential to R2, One and Two Family Residential:

All of Spruce Street Hollow.

And

That part of “Block A” County Auditor’s Subdivision Number 31 described as follows: Commencing at the northeast corner of “Block A” thence south on the east line 220 feet, thence west 10.4 feet to the west line of Spruce Street (point of beginning), thence continue west 245 feet, thence south 135 feet to the north right-of-way of CSAH # 7, thence east along the right-of-way 270 feet to the west line of said street, thence north 225 feet to the point of beginning. Carlton County, Minnesota.

Section 2. Effective Date. This ordinance shall take effect and be in force from and after its passage and publication in accordance with law.

Passed this 17th day of February, 2015.

CITY OF CLOQUET

By: _____
Its Mayor

ATTEST:

By: _____
Its City Administrator

Published this _____ day of _____, 2015.

LOCATION MAP



No Scale

LAND USE PLAN

This section summarizes and expands on the concepts and actions discussed in the inventory and analysis section, and the goals, objectives, and policies section of this chapter.

OVERVIEW OF FUTURE LAND USES

The following provides an overview of the future land uses designated on the Land Use Plan (see Figure 3-3: Land Use Plan). Detailed parcel data was not available when the Land Use Plan was prepared. Therefore, refer to the Land Use Plan as a general guide. The actual boundaries of the various land uses should generally correspond with lot lines and street centerlines.

Rural Residential

The Comprehensive Plan guides most rural areas in the city (not served by City sewer and water) for rural residential use not to exceed a density of one dwelling unit per five acres. Acceptable land uses in this area include single-family residences; agriculture, parks, open spaces, and essential services such as water towers. Historically, the City required one or two-acre minimum lots for rural residential or agricultural uses not served by public sewer and water. By guiding rural residential uses for five-acre minimum lots, the Comprehensive Plan encourages development in areas of the city that are (or can reasonably be) served by public sewer and water. Five-acre minimum lots also help preserve the rural character of Cloquet, while still allowing reasonable rural residential development.

The Comprehensive Plan envisions that public sewer and water will eventually serve those rural residential areas that are within the anticipated 2027 public sewer and water service boundary (see Figure 3-3: Land Use Plan and Figure 3-4: Phased Sewer and Water Extension and Staged Growth Plan). Consequently, the City encourages new development in areas guided for rural residential use to employ cluster development or conservation subdivision techniques where appropriate. These techniques not only help protect significant natural areas and rural character, but they also can help facilitate cost-effective future extensions of urban services to clusters of development as opposed to scattered development. The City may consider offering density bonuses for development that incorporates these techniques. Refer to the Staged Growth Plan discussed later in this chapter for additional information.

Suburban Residential

The suburban residential land use classification recognizes existing or planned areas for single-family residential use on lots between one and five acres in areas that the City does not anticipate serving with sewer and water before 2027. This area includes existing and planned phases of the Otter Creek Subdivision in south central Cloquet. The Otter Creek Subdivision is bounded on the north and east by Otter Creek, the west by Fond du Lac tribal or allotment land, and the south by Twin Lakes Township. Unlike the rural residential development to the north, the Otter Creek subdivision is outside Cloquet's Drinking Water Supply Management Area (refer to Chapter 5: Utilities and Community Facilities for additional information). Therefore, the Otter Creek Subdivision is a unique subdivision that the City does not anticipate serving with sewer and water before 2027.

Low-Density Residential

The Comprehensive Plan guides most of the area within the anticipated 2027 public sewer and water service boundary for low-density residential use. Acceptable land uses in this area include single-family detached residences, duplexes, twinhomes, religious institutions, parks, essential services, and



other public and semi-public uses that can be sensitively integrated into a low-density residential neighborhood. Low-density residential uses should have a density of one to five dwelling units per acre.

The Comprehensive Plan guides a significant amount of existing agricultural or rural residential land for future low-density residential use. However, as the City prepares detailed plans to provide public sewer and water to these existing rural areas of the city, the City may find that it is not feasible to serve certain existing rural development with public sewer and water. In those cases, the City could possibly amend this Comprehensive Plan and guide those areas for suburban residential use rather than for future low-density residential use.



Moderate-Density to High-Density Residential

The Comprehensive Plan continues to guide existing townhomes, mobile home parks, condominiums, and apartments for moderate-density to high-density residential use. The Plan does not specifically guide additional parcels for moderate to high-density residential use. Rather, it promotes sensitive integration of these uses into the city center, planned mixed residential, and the commercial/residential mixed-use areas described below.

Consistent with the City's current Zoning Ordinance, moderate to high-density residential use allows for a density of 5 to 32 dwelling units per acre. However, the City's Zoning Ordinance and Zoning Map will identify the maximum allowable density for specific parcels in the City.

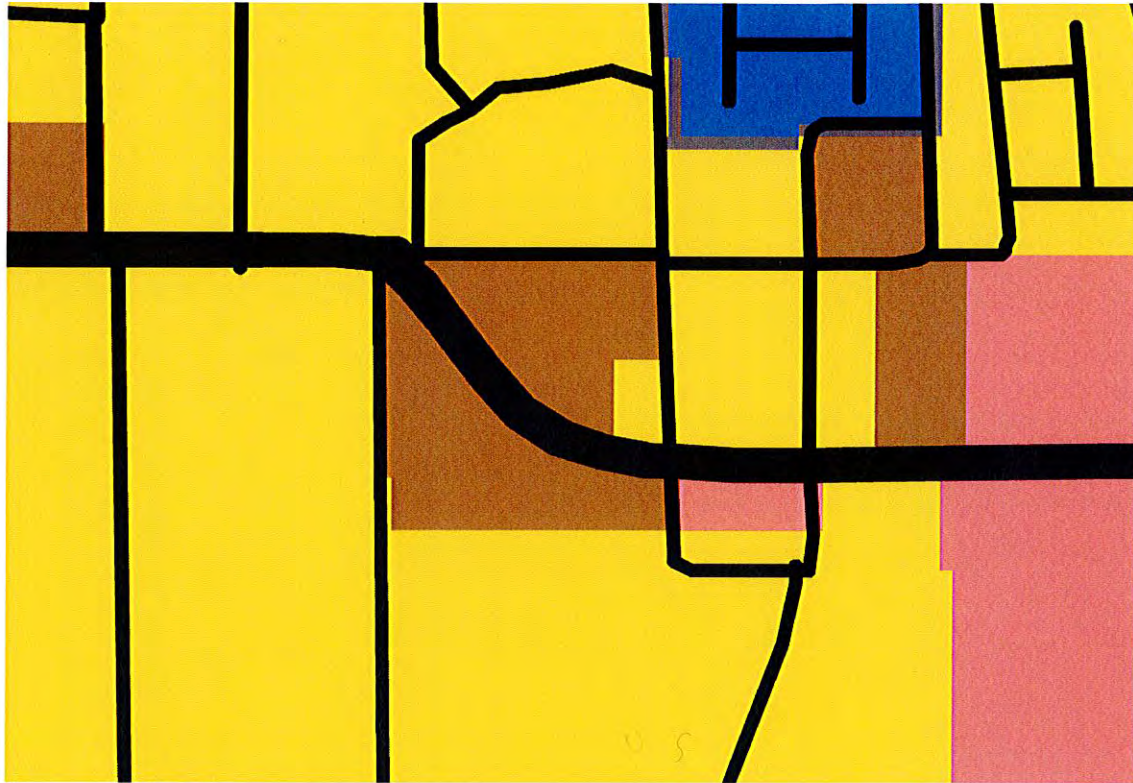
Planned Mix Residential












The Comprehensive Plan guides several areas in the city for planned mixed residential uses. This land use designation provides opportunities to develop a mixture of housing types and densities within a planned development. Planned mixed residential uses may include single-family detached housing, moderate-density single-family attached housing, and high-density apartments or condominiums carefully integrated into a planned residential development. Within this planned setting, parks, religious institutions, essential services, public and semi-public uses, and a limited amount of neighborhood commercial use, may also be acceptable complimentary uses.

Before allowing any significant development in an area guided for planned mixed residential use, the City should prepare a master plan for the area (or alternatively the City should coordinate with a developer to review the developer's master plan for the area). In general, proposed moderate to high-density residential uses (as well as neighborhood commercial uses) should be considered in the context of a planned unit development that involves at least several acres of land. The City should not permit uncoordinated or spot development in this area that may preclude logical development of the whole area. The following provides a general description of the planned mixed residential areas in the city.

Planned Mixed Residential South of Stark Road. The Comprehensive Plan guides an area south of Stark Road and east of Freeman Road for planned mixed residential use. This area is mostly undeveloped with a mixture of scattered wetlands and upland. Public sewer and water currently serve the Cloquet Business Park to the north and they could reasonably serve this planned mixed residential area as well. The Comprehensive Plan guides the area to the east for highway commercial use and the area to the west for low-density residential use. Consequently, this planned mixed residential area could serve as a transition between the highway commercial use and the low-density residential use. The existing wetlands in this area may provide an attractive amenity and a functional buffer between the various uses in the area.

LAND USE GUIDE PLAN

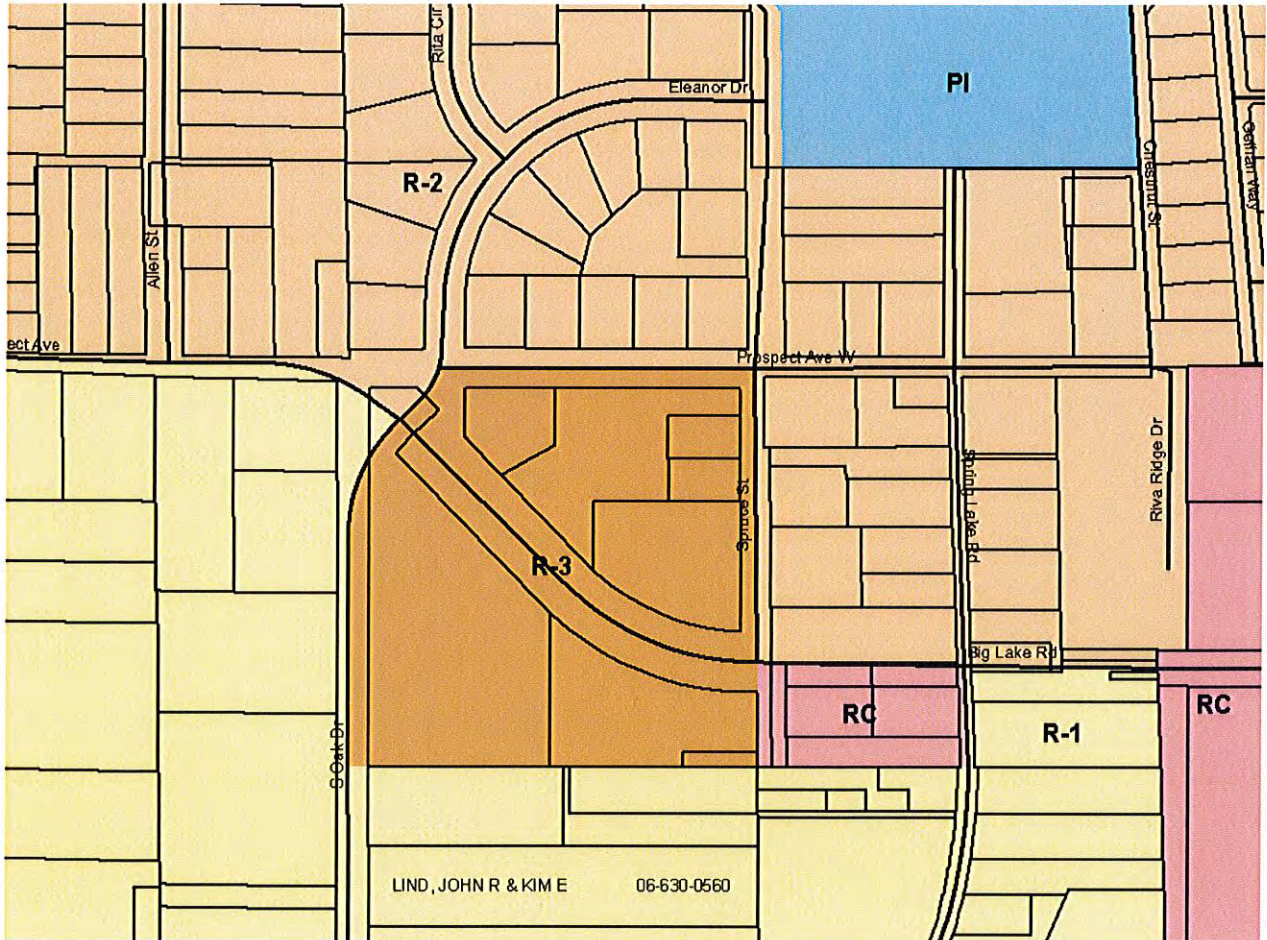


-  Suburban Residential (1 DU/Ac Max)
-  Low Density Residential (1-5 DU/Ac)
-  Mod. to High Density Residential (5-32 DU Ac)
-  Planned Mixed Residential (Variable Density)
-  Neighborhood Commercial
-  Highway Commercial
-  City Center
-  Highway Commercial/Residential Mix
-  Commercial-Industrial Reserve
-  Light Industry
-  Heavy Industry



No Scale

ZONING MAP



N
No Scale



REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James R. Prusak, Director of Public Works
Reviewed by: Brian Fritsinger, City Administrator
Date: February 11, 2015

ITEM DESCRIPTION: Purchase of a Dump Truck for the Public Works Department.

Proposed Action

Staff recommends the City Council move to authorize the purchase of a tandem axle dump truck chassis for the Public Works Department from Boyer Trucks in the amount of \$71,012.86, including trade, and the purchase of a dump box, plows, a sander and the installation of all related equipment on the truck chassis from Towmaster, Inc. in the amount of \$118,127.50.

Background/Overview

As part of Cloquet’s adopted 2015 Capital Improvement Program (CIP) and annual budget, a new Tandem Axle Dump Truck is scheduled to be purchased by the Public Works Department. Under a Cooperative Purchase Agreement with the State of Minnesota, local governments are allowed to purchase such equipment directly off a previously awarded state contract. With the purchase of large pieces of equipment this process can provide greatly discounted prices and at the same time it eliminates the need and cost of the City obtaining bids on our own.

After reviewing available equipment and developing specifications for this truck purchase, Public Works staff has put together a recommended purchase that involves two vendors off of the State Contract. Under this proposal, the truck chassis will be purchased from Boyer International Trucks. Once this chassis is delivered, it will then be transferred to Towmaster, who will furnish and install the dump box, three plows, salt brine tanks, a tailgate sander and all necessary electrical and hydraulic equipment to complete the unit. The dump truck to be traded in will be a 2003 International 7400 Plow Truck, VIN# 3J069025 (City Unit #210). The following is a summary of the related costs:

Boyer Trucks	Truck Chassis	\$ 98,642.86
	5-Year Warranty	4,370.00
	Subtotal	\$ 103,012.86
	Less Trade-In	(32,000.00)
	Net Truck Chassis Purchase	\$ 71,012.86
Towmaster	Box, Plows, Sander plus Installation	\$ 118,127.50
	Total Truck Purchase -----	\$ 189,140.36

To the Mayor and City Council
Public Works Dump Truck Purchase
February 11, 2015
Page 2

At this time, staff would recommend purchasing the truck chassis from Boyer Trucks in the amount of \$71,012.86, including trade, and the purchase of a dump box, plows, a sander and the installation of all related equipment on the truck chassis from Towmaster, Inc. in the amount of \$118,127.50. The itemized pricing for Towmaster and Boyer Trucks can be viewed upon request.

Policy Objectives

To replace necessary equipment in accordance with the approved Capital Improvement Plan.

Financial/Budget/Grant Considerations

Cloquet's adopted 2015 Capital Improvement Program (CIP) and annual budget included \$210,000 for this purchase and this cost was split between three department funds as follows:

Public Works Reserve Fund	\$130,000
Sewer Fund	30,000
Water Fund	<u>50,000</u>
Total Budget -----	\$210,000

The net purchase cost would be split between these three funds accordingly.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Boyer Trucks Proposal.

BOYER TRUCKS

- Boyer Trucks Lauderdale
2500 Broadway Dr.
Lauderdale, MN 55113
651-638-8800
- Boyer Trucks Rogers
21701 Industrial Blvd
Rogers, MN 55374
763-428-8660
- Boyer Ford Trucks
2425 Broadway St NE
Minneapolis, MN 55413
612-378-8000
- Boyer Trucks So. St. Paul
740 Concord St S
So. St. Paul, MN 55075
651-450-1500
- Boyer Trucks Sioux Falls
2101 E Benson Rd
Sioux Falls, SD 57104
605-338-6100
- Boyer Trucks Duluth-Superior
1202 Susquehanna Ave
Superior, MN 54880
715-394-9852
- Boyer Bus & Coach
749 1st St NE
Minneapolis, MN 55413
612-627-6802
- Boyer Trucks Savage
8026 Highway 10T
Savage, MN 55378

Lao Petendee

BUYER (1) City of Cloquet DATE 2-10-15
 BUYER (1) DRIVERS LIC. # _____ DOB _____ SALES REP Bell Fischer
 BUYER (2) _____ RESIDENCE PHONE _____
 BUYER (2) DRIVERS LIC. # _____ DOB _____ BUSINESS PHONE _____
 STREET ADDRESS 1301 Cloquet Ave BUSINESS FAX _____
 CITY, STATE COUNTY, ZIP Cloquet, MN 55720

PLEASE ENTER MY ORDER FOR QUANTITY NEW USED DEMONSTRATOR AS FOLLOWS

YEAR	MAKE	MODEL	TYPE	CHASSIS	DELIVER ON OR ABOUT	LICENSE NO. (USED ONLY)
2016	Intl	7500	Chassis	Chassis		
2-10-15 REVISION						
Proposal 5762-01						
2016 Intl 7500 6K4			98642.86			
Extended Warranty off Contract						
Towing 60mp/whltd 40Kmp			840			
Engine 60mp/100K 40LED			2340			
Aftermarket 72mp/100K 40Kwy			540			
Allison 5yr			650			
Extended Warranty to incl			4370			
TRADE IN						
2003 Intl 7400 #210			-32,000			

UNLESS OTHERWISE STATED, ALL INCENTIVES TO DEALER

TRADE IN TITLE

INSURANCE INFORMATION

POLICY NUMBER _____
 COMPANY _____
 AGENT _____
 ADDRESS _____
 PHONE NUMBER _____

The following statement is to be signed when the above new truck(s) is (are) under 33,000# G.V.W. and equipped with airbrakes:

"I certify that the airbrake-equipped truck(s) above will not be completed as a tractor, but will be completed as a straight truck."

X _____
 Buyer's Signature

VEHICLE SALE PRICE W/OUT FET	TRADE ALLOWANCE	NET DIFFERENCE OR NO TRADE PRICE	SALES TAX	FEDERAL EXCISE TAX	LICENSE FEE	D.O.T. NUMBER	TRANSFER FEES	DOC FEES	TOTAL	LESS DEPOSIT	WARRANTY	BALANCE DUE	CASH ON DELIVERY	PAY OFF TRADE-IN	FINANCE
		32,000													

TRADE-IN INFORMATION

YEAR 2003 MAKE & MODEL Intl 7400
 SER. NO. 35069025
 MILEAGE _____ LICENSE # _____

I AGREE THAT MY TRADE-IN WILL REMAIN IN THE SAME CONDITION AND WILL RETAIN THE SAME EQUIPMENT AS APPRAISED THIS DATE

X _____

BUYER'S SIGNATURE

LIMITED WARRANTY

NEW VEHICLE OR USED VEHICLE WITH REMAINING FACTORY WARRANTY

Any warranties on the products sold hereby are those of the manufacturer. As between this retail seller and buyer, the product is to be sold "AS IS" and the entire risk as to the quality and performance of the product is with the buyer. The seller expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by this seller in no way affects the terms of the manufacturer's warranty. The buyer acknowledges being so informed prior to the sale.

X _____

NO DEALER WARRANTY

USED VEHICLES

No guarantee or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. This vehicle is being sold on an "As is Basis with All Faults". The Buyer hereby acknowledges that the entire risk as to the quality and performance of this vehicle is with the Buyer. The Buyer assumes full responsibility for making inspections and repairs as may be necessary before putting this vehicle to use.

The above warranty information was explained to me prior to the sale.

X _____

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the master printed on the the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 18 years of age, or older, and hereby acknowledged receipt of a copy of this order.

The terms of this contract of sale were agreed upon and the contract signed in this dealership on the date noted at top of form. If credit is involved, this order is not valid in conjunction with a credit sale until a credit disclosure is made as described in regulation "Z", and the buyer accepts the credit offered.

NOTICE OF SALES REP'S LIMITED AUTHORITY

Accepted X _____
 This order is not valid unless signed and accepted by Sales Manager or Officer of Company.

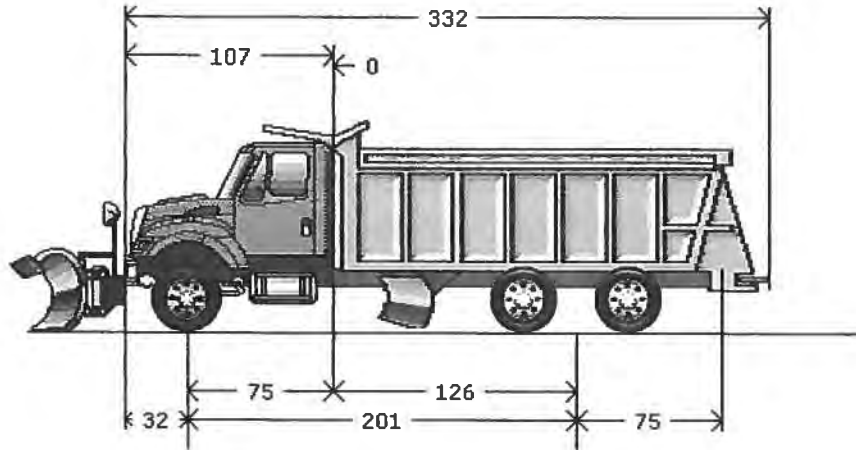
IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS. UNLESS OTHERWISE STATED, ALL INCENTIVES TO DEALER.

BUYER'S ORDER _____ Buyer's Signature

Prepared For:
 Cloquet City of
 Les Peterson
 1307 Cloquet Ave.
 Cloquet, MN 55720-
 (218)879 - 3347
 Reference ID: 2015 7500

Presented By:
 BOYER INTERNATIONAL TRKS
 William Fischer
 21701 INDUSTRIAL BLVD
 ROGERS MN 55374 -
 (763)428-8660

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2016 7500 SFA 6X4 (SF537)

- APPLICATION:** Front Plow and Underbelly Scraper with Spreader
- MISSION:** Requested GVWR: 58000. Calc. GVWR: 62540
Calc. Geared Speed: 66.5 MPH
- DIMENSION:** Wheelbase: 201.00, CA: 126.00, Axle to Frame: 75.00
- ENGINE, DIESEL:** {Navistar N10} EPA 10, SCR, 350 HP @ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
- TRANSMISSION, AUTOMATIC:** {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
- CLUTCH:** Omit Item (Clutch & Control)
- AXLE, FRONT NON-DRIVING:** {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
- AXLE, REAR, TANDEM:** {Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, With Lube Oil Pump, With Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends
Gear Ratio: 6.14
- CAB:** Conventional
- TIRE, FRONT:** (2) 315/80R22.5 UNISTEEL G291 (GOODYEAR) 491 rev/mile, load range J, 18 ply
- TIRE, REAR:** (8) 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply
- SUSPENSION, REAR, TANDEM:** {Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
- PAINT:** Cab schematic 100GM
Location 1: 0311, Omaha Orange (Std)
Chassis schematic N/A