



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

CITY COUNCIL WORK SESSION

5:30 p.m. Annual Joint City Council - EDA Meeting/Update
6:50 p.m. Future Work Session Agenda Planning

1. **Roll Call.**
2. **Approval of Agenda.**
 - a. Approval of March 17, 2015 Council Agenda.
3. **Approval of Council Minutes.**
 - a. Work Session minutes from the March 3, 2015 meeting.
 - b. Regular Council minutes from the March 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. 15-22, Authorizing the Payment of Bills.
 - b. On Sale Intoxicating Liquor and Sunday On Sale Intoxicating Liquor License - Pedro's Grill & Cantina.
5. **Public Hearings.**

None.
6. **Presentations.**
 - a. Mayor's Proclamation - National Service Recognition Day.



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

7. Council Business.

- a. Tobacco License Suspension - Sunnyside Liquor.
- b. Friends of Animals Contract for Services.
- c. Option and Lease Agreement - New Cingular Wireless.
- d. Resolution No. 15-24, Approving a Conditional Use Permit to Allow a Cellular Tower in the Light Industry District.
- e. Kiehn White Pine Trail Assessment Objection.
- f. LeBrasseur 22nd Street Assessment Objection.
- g. Calverly 22nd Street Assessment Deferral.
- h. Waterfront Committee Appointment.
- i. 2015 Employee Pay Plan.
- j. Resolution No. 15-23, A Resolution Supporting Local Government Aid Appropriation.

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

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: March 11, 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

APRIL 7

Work Session:

ADM Local Option Sales Tax Update

ADM Public Facilities Study

APRIL 21

Work Session:

PD/PW 18th Street Truck Route/Ordinance Review

MAY 5

Work Session:

?

CLOQUET CITY COUNCIL WORK SESSION
Tuesday, March 3, 2015, 4:30 p.m.
Meeting Minutes

Present: Bjerkness, Kolodge, Langley, Maki, Rock, Wilkinson and Mayor Hallback.
Absent: None.
Staff: Fritsinger, Klassen, C. Peterson, Lukkarila, Butcher and Stracek.
Other: Bruce Schwartzman (BKV) and Dani Lundeen (Pine Journal).

DRAFT FINAL PUBLIC FACILITIES STUDY

Mr. Fritsinger began by providing a brief history and background of the facilities study noting that the Council had prioritized this project in 2012. It was kicked off by building tours of all city facilities by the City Council which led to the development of an RFP in 2014 and the eventual hiring of BKV in 2014. The City has been working with the consulting firm for about one year on the study. The study is to include an evaluation of all facilities for energy, maintenance, safety, physical condition, future space needs and options for combined uses.

Bruce Schwartzman provided the Council a copy of a summary of the findings to date. He noted that there is still some additional work to be completed over the next few weeks but the study is nearing completion. He provided an overview of the facility assessment/maintenance needs of each facility. He then provided an overview of the Master Plan options for each facility along with estimated project costs for each facility.

He discussed his recommendations for priority of improvements. Due to the challenges with the timing of issues with the Cloquet Area Fire District, he is recommending that the priorities were as follows: Public Works, Police, City Hall, Library and Senior Center.

The Council discussed what limitations or restrictions the current buildings have that can be used to defend the City's needs with the public. Mr. Schwartzman inquired as to the City Council's preference for BKV assisting with a public meeting to present the study's findings. The Council did not clarify its preference as to the approach it would like to use.

Concerned about ADA obligations, the Council inquired about the need for elevators at City Hall and Police facilities. BKV will do further research to determine the requirement. Mr. Schwartzman indicated that in most cases the City will also need to look at temporary work sites for staff as it would be recommended to relocate staff during the renovations. Those costs have not been built into any of the estimates at this point.

Councilor Kolodge suggested that BKV look at taking the option of a new building and laying it out as an addition to the existing police station footprint. This would assume that the oldest portion of the building would be demolished to accommodate it and the newer section remodeled. This would allow the design to better address the "front door" appearance with access by the public off Cloquet Avenue. It also eliminates the wasted space of the apparatus floor. It was also suggested that the Minnesota Energy building be looked at as another site relocation option.

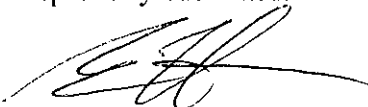
Mr. Fritsinger and Mr. Schwartzman will continue to refine the final study and look for a more formal presentation in the near future.

FUTURE AGENDAS

There was no discussion on future agenda items.

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

Respectfully Submitted:



Brian Fritsinger
City Administrator

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

Regular Meeting.

Roll Call.

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

Councilors Absent: None.

AGENDA

MOTION: Councilor Bjerkness moved and Councilor Maki seconded the motion to approve the March 3, 2015 agenda. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Wilkinson moved and Councilor Maki seconded the motion to approve the minutes of the work session and regular meeting of February 17, 2015. The motion carried unanimously (7-0).

CONSENT AGENDA

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

- a. Resolution No. 15-16, Authorizing the Payment of Bills and Payroll.
- b. New Tobacco and Tobacco Products Licenses for TA Operating LLC.

PUBLIC HEARINGS

22nd Street / Selmser Avenue Assessments

Mayor Hallback announced that now is the time and place for the public hearing on the proposed assessments for the 2014 utility and street reconstruction project for 22nd Street from Prospect Avenue to Carlton Avenue and also the improvement of Selmser Avenue from 20th Street to 22nd Street. City Engineer Prusak reviewed the cost of the project and the proposed assessments. City Administrator Fritsinger read into the record the formal written objection of Corey LeBrasseur, 321 22nd Street. Mr. Fritsinger also noted the City has received an application to defer assessments from Delores Calverly, 429 22nd Street. The City Council had a number of questions regarding the proposed assessments and answered a number of questions from Mr. LeBrasseur. Councilor Rock requested additional information on comparable corner lot assessments. With no further comments from the public, the hearing was closed.

MOTION: Councilor Rock moved and Councilor Langley seconded the motion to adopt **RESOLUTION NO. 15-18, RESOLUTION ADOPTING ASSESSMENTS FOR THE IMPROVEMENT OF 22ND STREET FROM PROSPECT AVENUE TO CARLTON AVENUE AND ALSO THE IMPROVEMENT OF SELMSER AVENUE FROM 20TH STREET TO 22ND STREET** removing the proposed assessments for Corey LeBrasseur, 321 22nd Street, and Delores Calverly, 429 22nd Street, from the assessment roll for reconsideration at the March 17, 2015 City Council meeting. The motion carried (5-2) with Councilors Kolodge and Maki opposed.

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, including the replacement of existing sanitary sewer and water mains; 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; and

WHEREAS, Due notice was given that said special assessments would be considered by the City Council at its meeting to be held on March 3, 2015, and at said meeting and time all parties interested would be given an opportunity to be heard; and

WHEREAS, The City Council has met and heard and passed upon all objections to the proposed assessment.

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

1. Such assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein is hereby found to be benefitted by the improvement in the amount of the assessment levied against it.
2. Said assessments shall be payable in equal annual installments extending over a period of ten (10) years and shall bear interest at a rate of eight percent (8%) per annum from April 3, 2015. Property owners may prepay the entire assessment, or any portion of it, to the City of Cloquet without interest prior to April 3, 2015. Any principal not paid by November 30th of each year, will be certified along with accrued interest to the Carlton County Auditor for collection with the Real Estate Taxes payable over the period stated above.

White Pine Trail and Trettel Lane Assessments

Mayor Hallback announced that now is the time and place for the public hearing on the proposed assessments for the 2014 bituminous pavement construction project for White Pine Trail from Spring Lake Road to Trettel Lane and Trettel Lane from White Pine Trail to Airport Road. City Engineer Prusak reviewed the cost of the project and the proposed assessments. Written objection was received by Annette and Richard Kiehn, 1014 Pinewood Drive. Francis Morris, 1560 White Pine Trail, addressed the Council with questions on the shoulder work, road striping, and speed limit signs. Mr. Prusak responded that public works will be completing the shoulder work this spring and that further investigation into the striping and speed will take place. Keith Bassett, 1531 White Pine Trail, had concerns regarding a birdbath that has developed in front of his home. Mr. Prusak will meet with him to review. With no further comments from the public, the hearing was closed.

MOTION: Councilor Bjerckness moved and Councilor Wilkinson seconded the motion to remove the proposed assessment for the parcel objected by Annette and Richard Kiehn for additional investigation and review at the March 17, 2015 Council meeting and the adoption of **RESOLUTION NO. 15-19, ADOPTING ASSESSMENTS FOR THE IMPROVEMENT OF WHITE PINE TRAIL FROM SPRING LAKE ROAD TO TRETTEL LANE AND ALSO TRETTEL LANE FROM WHITE PINE TRAIL TO AIRPORT ROAD.** The motion carried unanimously (7-0).

WHEREAS, In 2014, the City Council received an engineering study to improve and install bituminous pavement on White Pine Trail from Spring Lake Road to Trettel Lane and also Trettel Lane from White Pine Trail to Airport Road; and

WHEREAS, The Cloquet City Council on April 15, 2014, held a hearing to consider the improvement of these sections of White Pine Trail and Trettel Lane; 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; and

WHEREAS, Due notice was given that said special assessments would be considered by the City Council at its meeting to be held on March 3, 2015, and at said meeting and time all parties interested would be given an opportunity to be heard; and

WHEREAS, The City Council has met and heard and passed upon all objections to the proposed assessment.

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

1. Such assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein is hereby found to be benefitted by the improvement in the amount of the assessment levied against it.
2. Said assessments shall be payable in equal annual installments extending over a period of ten (10) years and shall bear interest at a rate of eight percent (8%) per annum from April 3, 2015. Property owners may prepay the entire assessment, or any portion of it, to the City of Cloquet without interest prior to April 3, 2015. Any principal not paid by November 30th of each year, will be certified along with accrued interest to the Carlton County Auditor for collection with the Real Estate Taxes payable over the period stated above.

PRESENTATIONS

There were none.

SUPPORTING DEDICATED STATE FUNDING FOR CITY STREETS

MOTION: Councilor Bjerkness moved and Councilor Kolodge seconded the motion to adopt **RESOLUTION NO. 15-17, A RESOLUTION SUPPORTING DEDICATED STATE FUNDING FOR CITY STREETS**. The motion carried unanimously (7-0).

WHEREAS, Minnesota contains over 141,000 miles of roadway, and over 19,000 miles—or 13 percent—are owned and maintained by Minnesota’s 852 cities; and

WHEREAS, over 80 percent of municipal streets are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

WHEREAS, the more than 700 Minnesota cities with populations below 5,000 are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

WHEREAS, city streets are a separate but integral piece of the network of roads supporting movement of people and goods; and

WHEREAS, existing funding mechanisms, such as Municipal State Aid (MSA), property taxes and special assessments, have limited applications, leaving cities under-equipped to address growing needs; and

WHEREAS, city cost participation in state and county highway projects diverts resources from city-owned streets; and

WHEREAS, maintenance costs increase as road systems age, and no city—large or small—is spending enough on roadway capital improvements to maintain a 50-year lifecycle; and

WHEREAS, for every one dollar spent on maintenance, a road authority—and therefore taxpayers—save seven dollars in repairs; and

WHEREAS, cities need greater resources, including an additional dedicated state funding source for transportation, and flexible policies in order to meet growing demands for street improvements and maintenance.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, that the City of Cloquet supports an omnibus transportation funding bill that provides additional dedicated state funding for city streets including funding that can be used for non-MSA city street maintenance, construction and reconstruction.

SETTING PUBLIC HEARING DATE FOR PROPOSED 8TH STREET IMPROVEMENT

MOTION: Councilor Bjerkness moved and Councilor Rock seconded the motion to adopt **RESOLUTION NO. 15-20, RESOLUTION SETTING PUBLIC HEARING DATE ON THE PROPOSED 2015 IMPROVEMENT OF 8TH STREET FROM A POINT 450 FEET NORTH OF WASHINGTON AVENUE TO SAHLMAN AVENUE AND ALSO SAHLMAN AVENUE FROM 7TH STREET TO 9TH STREET.** The motion carried unanimously (7-0).

WHEREAS, In accordance with the City of Cloquet's Capital Improvement Program and approved budget, preliminary plans and an engineering study are being prepared for the improvement of 8th Street from a point 450 feet north of Washington Avenue to Sahlman Avenue and also Sahlman Avenue from 7th Street to 9th Street; and

WHEREAS, As part of this project the City proposes to reconstruct the existing roadways, sanitary sewer and water mains and install a new storm sewer system and sidewalks; and

WHEREAS, A detailed report is being prepared by the Assistant City Engineer with reference to this proposed improvement; and

WHEREAS, It is anticipated that benefitted properties will be assessed for a portion of the project costs, pursuant to Minnesota Statutes, Chapter 429.

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

1. That the Council will consider the reconstruction of 8th Street from a point 450 feet north of Washington Avenue to Sahlman Avenue and also Sahlman Avenue from 7th Street to 9th Street and the assessment of abutting properties for a portion of the cost, pursuant to Minnesota Statutes, Chapter 429. The total improvement is estimated to cost \$924,000.
2. A hearing shall be held on April 7, 2015, in the City Council Chambers at 7:00 p.m.
3. The City Administrator shall give mailed and published notice of such hearing and improvement as required by law.

SETTING PUBLIC HEARING DATE FOR PROPOSED SUNSET DRIVE IMPROVEMENT

MOTION: Councilor Bjerkness moved and Councilor Wilkinson seconded the motion to adopt **RESOLUTION NO. 15-21, RESOLUTION SETTING PUBLIC HEARING DATE ON THE PROPOSED EXTENSION OF SANITARY SEWER AND WATER SERVICE ON SUNSET DRIVE FROM THE CLOQUET NORTH ROAD, NORTH APPROXIMATELY 500 FEET.** The motion carried (6-0) with Councilor Kolodge abstaining.

WHEREAS, A new residential home is currently being constructed on Sunset Drive just north of the Cloquet North Road, and whereas existing public sanitary sewer and water service is currently available along North Road within 400 feet of the property being developed; and

WHEREAS, Section 11.4.04, Subdivision 1 of the City Code requires that all newly developed property and constructed buildings shall be connected to a public sewer, provided that such public sewer is located within four hundred feet of such property; and

WHEREAS, Other property owners in the immediate area have expressed interest in seeing public utilities extended along Sunset Drive; and

WHEREAS, The City Engineer has determined that an extension of public utilities along Sunset Drive is feasible and in the best interest of all parties involved.

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

1. That the Council will consider the extension of public sanitary sewer and water service on Sunset Drive from the Cloquet North Road, north approximately 500 feet and the assessment of abutting properties, pursuant to Minnesota Statutes, Chapter 429. The total improvement is estimated to cost \$65,000.
2. A hearing shall be held on April 7, 2015, in the City Council Chambers at 7:00 p.m.
3. The City Administrator shall give mailed and published notice of such hearing and improvement as required by law.

EVENT COORDINATOR POSITION

City Administrator Fritsinger requested Council direction regarding the City Council's intent to seek event coordinator services. The City Council reached consensus that the City Administrator should proceed with the process by meeting with the Chamber of Commerce to determine if a collaborative approach can be utilized. Staff was asked to bring back a final recommendation including the detail of such working relationship prior to proceeding.

ASSISTANT CITY ADMINISTRATOR POSITION

MOTION: Councilor Maki moved and Councilor Wilkinson seconded the motion to allow staff to begin the hiring process for the Assistant City Administrator position. The motion carried (6-1) with Councilor Rock opposed.

CLOSED MEETING

The City Council closed the regular meeting to consider labor negotiations under Minnesota Statute 13.D.03 regarding the AFSCME labor contract and Teamster labor contract negotiations.

The regular meeting was reopened.

AFSCME LABOR AGREEMENT

MOTION: Councilor Bjerkness moved and Councilor Langley seconded the motion to approve the three year labor agreement between AFSCME and the City. The motion carried unanimously (6-0) with Councilor Kolodge abstaining.

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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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: March 6, 2015

ITEM DESCRIPTION: Pedro's Grill and Cantina On Sale Intoxicating Liquor and Sunday On Sale Intoxicating Liquor License

Proposed Action

Staff recommends that the City Council move to approve the on sale intoxicating liquor license for Pedro's Grill and Cantina, 915 Cloquet Avenue, consistent with the diagram submitted and subject to receipt of proof of all financial claims being paid and approve the Sunday on sale intoxicating liquor license subject to receipt of a qualifying restaurant license from the Minnesota Department of Health. Upon approval of the on sale intoxicating liquor license, the license will be categorized as a restaurant on sale intoxicating liquor license. Both licenses will have an expiration of June 30, 2015.

Background/Overview

The City has received an application from Erika Aranda, 380 Freeman Road, seeking to obtain a new on sale intoxicating liquor and Sunday on sale intoxicating liquor license at 915 Cloquet Avenue. This property is currently licensed for on sale intoxicating liquor and Sunday on sale liquor by Don Felma Inc., dba Mexico Lindo Restaurante.

Ms. Aranda has entered into a lease agreement with the owner of the building and business. The liquor licenses are not part of the business transactions and the City must approve the new licenses.

- **On Sale Intoxicating Liquor** - The applicant has submitted all of the necessary materials. A criminal background check has been completed with no concerns identified. The applicant is seeking to license the building under the existing floor plan with no changes from the current license holder. The City currently has a number of on sale intoxicating liquor licenses available.
- **Sunday On-Sale Intoxicating Liquor** - The applicant is applying for a Sunday on sale intoxicating liquor license. Under City Code and MN Statute, an establishment must be licensed as a qualifying restaurant in order to be open for alcohol sales on Sunday. At the time of this submittal, the applicant has not yet obtained a restaurant license but has applied to the Minnesota Department of Health.

To the Mayor and City Council
Pedro's Grill and Cantina Liquor Licenses
March 6, 2015
Page 2

Policy Objectives

Approval of all on sale intoxicating liquor licenses are required under Chapter 6 of the Municipal Code and MN Statutes §340A.404. All other aspects of the applications are in accordance with City Code.

Financial/Budget/Grant Considerations

The City's fee schedule requires each license holder to pay set fees for each license. The total fees received by the City for alcohol licenses are required to be consistent with the level of service to administer and enforce local liquor laws. The license fees are calculated at a pro rata fee through June 30, 2015 and the applicant has paid all required fees.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application.



CITY ADMINISTRATOR'S OFFICE

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**CITY OF CLOQUET, MN
APPLICATION FOR ON SALE INTOXICATING LIQUOR LICENSE**

Application: New Renewal

On Sale Intoxicating Liquor License Category:

Restaurant Club, or congressionally chartered veterans organization Exclusive Liquor Store Hotel

APPLICANT INFORMATION:

Name: Erika Aranda
First Full Middle Name Last

Applicant Current Address: 380 Freeman Rd

City, State, Zip: Cloquet MN 55720

Home Phone: _____ Work Phone: 218-879-7171 Cell Phone: 218-721-2572

E-Mail Address: arandaerika@me.com

Licensee Name: PEPS 1819 LLC
Business, Partnership, Corporation, LLC, Individual

Trade Name or DBA: Pedro's Grill and Cantina

Licensed Location Address: 915 Cloquet Ave.

Business Phone: 218-879-7171

BUSINESS INFORMATION:

Business Name: _____

Address of Business: _____

Mailing Address (if different from above): _____

Phone No.: 218-721-2572 Alternate Number: 218-522-0568

Manager of Business: Erika Aranda

BUSINESS OWNERSHIP INFORMATION:

Type of Ownership: Sole Proprietorship Partnership Limited Liability Corporation (LLC) Corporation (Inc)

If the above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Partner/Officer Name: Erika First Middle Arunda Last
Home Address: 380 Freeman Rd.
City, State, Zip: Cloquet MN 55720

Partner/Officer Name: Erika First Middle Arunda Last
Home Address: 380 Freeman Rd.
City, State, Zip: Cloquet ~~Ave~~ MN 55720

Are you the owner or one of the owners of the business stated in this application? Yes No

If yes, how long have you been in the business at this location? 9 years

If you are not the business owner, please list business owner information:

Name: _____
(First) (Full Middle) (Last)

Address: _____

Home Phone _____ Work Phone _____ Cell Phone _____

The property at which I am requesting a license for, I Own Rent Lease Other: _____

(If you rent or lease the premises, you must attach a copy of your fully executed rental or lease agreement)

If you are not the property owner, please list property owner information:

Name: Felipe Mata
(First) (Full Middle) (Last)

Address: _____

_____ Home Phone _____ Work Phone _____ 1-706-750-7196 Cell Phone

Property/Business Information:

Intoxicating liquor licenses will only be issued to establishments 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 to obtain a "Certificate of Zoning Compliance."

You must indicate the exact legal description of the premises to be licensed, with a plot plan of the area showing dimensions, locations of buildings, street access, parking facilities and the locations of and distances to the nearest church building and schools.

The license application must include a complete description of the compact and contiguous area in which the licensee will conduct business, including a description of physically connected attachments to the main structure such as patios, decks, or pavilions.

If the description covers a building with more than one story or room which are used for business purposes other than those permitted to be in combination with the license, then the description must specify the floor and the space to which the license will apply.

Property Zoning District: _____

Property Parcel ID Number: _____

Property Complete Legal Description: _____

Is there more than one story to building? Yes No

If yes, please describe: used to be a Hotel now we only use the first floor for the business

Does business have inside access to another business establishment? Yes No

If yes, please describe: _____

Will licensed area include any outdoor attachment such as a patio or deck? Yes No
If yes, is area fenced in? Yes No

(Please describe in detail and attach drawing) _____

How many off-street parking spaces are to be provided exclusively for your customers? _____

Days of Operation: Monday - Sunday all week.

Hours of Operation: Monday - Thursday 11-9 Friday and Saturdays 11-10
Sunday 11-9

Give a complete description of business activities to be conducted on the premises: _____

Will live entertainment and/or dancing be provided? Yes No

2 A.M. LIQUOR LICENSE Will applicant be applying for 2 A.M. Sales? Yes No

SUNDAY SALES Will applicant be applying for Sunday Liquor? Yes No

To be completed if applying for Sunday Sales:

Minnesota Statute 340A.504, Subd. 3. Intoxicating liquor; Sunday sales; on-sale.
A restaurant, club, bowling center, or hotel with a seating capacity for at least 30 persons and which holds an on-sale intoxicating liquor license may sell intoxicating liquor for consumption on the premises in conjunction with the sale of food between the hours of 10:00 a.m. on Sundays and 2:00 a.m. on Mondays.

For restaurant or hotel, what is the seating capacity for guests at one time? 190

(Must meet provisions of the Uniform Fire Code for a formal occupancy rating or other similar documentation and square footage to arrive at the proper seating capacity. Please contact our Building Official at 879-2507 with any questions.)

(For a hotel, seating must be 30 guests at one time and must meet provisions of the Uniform Fire Code for a formal occupancy rating or other similar documentation and square footage to arrive at the proper seating capacity. Please contact our Building Official at 879-2507 with any questions.)

Are meals regularly prepared on the premises and served at tables to the general public? Yes No

Square footage of total dining area: 2,134 sq. ft.

Principal part of the business will be food: Yes No

Estimated percentage of gross sales for: Food 400,000.00 Liquor 200,000.00

If a Restaurant, please provide copy of Restaurant License from the Minnesota Department of Health.
License Type: Small Establishment Medium Establishment Large Establishment

Submit a floor plan of the dining room(s), showing dimensions and indicating the number of persons intended to be served in each of such rooms.

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, business owner, or 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 responsible party, state amount(s), and type of claim:

Responsible Party	Amount	Type of claim (i.e., utilities, etc.)
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Please answer all questions truthfully and to the best of your knowledge. Providing false information may be cause for denial of your license. Please add additional information if necessary.

1. Have you been convicted of any misdemeanor or felony violation of local ordinances related to the sale of alcoholic beverages? Yes No

If yes, please provide statement of all convictions (date of offense, location, charge and date of conviction.)

2. Have you previously operated in this City or another City or State under a license or permit which had been denied, suspended or revoked? Yes No

If yes, please provide information and state reasons. (if necessary, attach list to application)

3. Do you currently hold a license of the same in this City, any other City, State or Country? Yes No

If yes, please provide business information for that license.

Business Name: Fiesta Cancun
Address: 4250 Lexington Ave. S, Eagan, MN 55123
Phone No. 1-651-797-4135

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

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

Signature of Applicant:  Date: 03/02/15

Print Name Erica Arandis
First Middle Last

MAYOR'S PROCLAMATION

City of Cloquet

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's Mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, participants address the most pressing challenges facing our cities and nation, from educating students for jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, national service participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our city's economic and social well-being; and

WHEREAS, national service participants of all ages and backgrounds serve in Cloquet, providing vital support to city residents and improving the quality of life in our city; and

WHEREAS, 11 foster grandparents, 8 senior companions, 63 RSVP volunteers, and 1 Minnesota Green Corps member are active in tutoring and mentoring children and in working on projects related to recycling, sustainability, local foods, and energy improvement; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 7, 2015.

THEREFORE, BE IT RESOLVED, that I, Dave Hallback, Mayor of Cloquet, do hereby proclaim April 7, 2015, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city and thank those who serve and to find ways to give back to their communities.




Dave Hallback, Mayor
City of Cloquet



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: March 9, 2015

ITEM DESCRIPTION: Retail Tobacco License Suspension - Sunnyside Liquor

Proposed Action

Staff recommends that the City Council move to suspend the retail tobacco license at Sunnyside Liquor, 607 Sunnyside Drive, for ten (10) days effective upon proper notice being provided to the business owner.

Background/Overview

In Cloquet, all licensed tobacco premises are open to inspection by the City. From time to time, but at least twice per year, the City conducts compliance checks by engaging minors to enter the licensed premises to attempt to purchase tobacco, tobacco products, or tobacco related devices.

On December 17, 2014, a citation was issued to Sunnyside Liquor for a violation of Section 6.5 of the Cloquet Municipal Code. This citation was issued as a result of a sale of tobacco products to a minor. This citation was the second offense by the business in the past twenty four months. The first citation was issued on 12/16/13.

Under Municipal Code, Section 6.5.09, Subd. 1, a licensee with two offenses within twenty four months will receive a \$200 fine and a ten (10) day license suspension. The licensee was notified on January 7, 2015 that they had twenty (20) days to request in writing an administrative hearing to contest such citation. The business owner requested such a hearing which was held with the City Attorney and Chief of Police on February 17, 2015. The hearing officers determined that the business is subject to a \$200 fine and ten (10) day tobacco license suspension.

The City notified the licensee of the suspension to be considered by the City Council at their meeting on March 17, 2015. The Council should proceed with the suspension process.

Policy Objectives

The City regulates the sale of tobacco under Section 6.5 of City Code. The purpose, among several reasons, is to regulate the distribution of tobacco products in a manner which will help to prevent young people from starting to smoke.

Further, M.S. 461.12, Municipal Tobacco Licensing and M.S. 609.685, Sale of Tobacco to Children, also regulate the various issues that apply in this situation.

Financial/Budget/Grant Considerations

There are no direct financial impacts on the City as a result of the license suspension. The licensee has paid the \$200 administrative fee.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached


- None.



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: February 18, 2015

ITEM DESCRIPTION: Friends of Animals Contract for Services

Proposed Action

Staff recommends that the City Council move to adopt the revised Contract for Services between the City of Cloquet and Friends of Animals and further authorize the execution of such agreement. The Council may also wish to respond to the request for additional funding for the animal shelter.

Background/Overview

Section 8.2 of the City Code addresses the licensing of cats and dogs. Under this section of City Code, the “police chief” or his/her designee are charged with the enforcement of Chapter 8 that addresses animals.

The City of Cloquet has contracted for its animal control service with Friends of Animals (FOA) Humane Society of Carlton County for many years. For many years, this service was strictly as the City “poundmaster” in terms of the enforcement of certain aspects of Chapter 8. In recent years, this contract was amended whereby FOA provides a broader range of services including the licensing of all dogs and cats.

The basic services rendered under this contract include:

- Shelter and care for stray/free-roaming animals.
- Pickup and transport of animals located in the City.
- Conduct animal examinations and veterinary care.
- Provide euthanasia and disposal services.
- Issue licenses and contact license holders for renewals.
- Enforce City Code related to animals and pets.

FOA has an animal control officer that patrols the community for the enforcement of Chapter 8 regulations. The City Attorney has previously reviewed the proposed contract and is comfortable with it as written.

This contract has been amended in a couple of areas as compared to the current agreement. It has been reorganized and services provided clarified. Further, it requires FOA to maintain and provide a more detailed accounting of the services that are being provided to the City. Staff is also working with FOA to better train its animal control officer such that enforcement of City Code requirements is enhanced.

In addition to the contract, FOA has indicated that it is requesting a one-time financial contribution to support the efforts of the animal shelter. The City's contract with FOA is designed to focus on animal control services not the shelter.

The City has statutory authority to make a one-time contribution to the animal shelter. In considering such expenditure of public monies, the Council should consider the following:

1. Will the expenditure benefit the community as a whole or primarily a private interest?
2. Is the expenditure directly related to the functions of government?
3. Does the expenditure primarily further a public interest?

With this information, the Council should carefully consider the request from FOA.

Policy Objectives

The broader policy here is to adopt the revised Contract for Service between the City of Cloquet and Friends of Animals. The City has detailed the policy rationale for such activities under Chapter 8 of the City Code and also must take into consideration a variety of Minnesota State regulations identified in Minnesota Statute Chapters 346 and 347.

Financial/Budget/Grant Considerations

The contract price for this service was last increased to \$29,300 in 2013. The current contract outlines a proposed increase of 5.8% or \$31,000 to be paid in the amount of \$ 7,750 per quarter to cover boarding and the intake costs for impounded city dogs and cats. The City's 2015 adopted budget estimated the costs for service as \$31,000. FOA also gets to keep 100% of any revenues generated from the licensing of dogs and cats within the City limits.

In regards to the one-time donation, the City has no identified monies set aside in the 2015 budget for such a donation. If such a donation were authorized, the monies would be expected to come from General Fund reserves.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Proposed Contract for Services.

Friends of Animals Humane Society Contract for Services

This contract, made and entered into this _____ day of _____, _____ by and between the Friends of Animals Humane Society, owner of the Friends of Animals Animal Shelter, 1418 Highway 33 South, Cloquet, Minnesota 55720, (hereinafter referred to as "Friends of Animals") and the City of Cloquet, 1307 Cloquet Avenue, Cloquet, MN 55720 (hereinafter referred to as the "City"):

WHEREAS, the City is in need of shelter and care of animals found within the city limits as strays/free roaming animals; and,

WHEREAS, Friends of Animals has a facility and is qualified and licensed to provide such care, services and shelter; and,

WHEREAS, the City wishes to purchase those services from Friends of Animals, acting as an independent contractor, in accordance with the terms of this contract;

THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. Term

The term of this contract shall be continuous unless terminated by either party upon thirty (30) days written notice delivery by mail or in person to the other party. Either party may request that the agreement and its terms be opened for review on an annual basis. However any request to review the compensation must be made no later than July 15 of each year for implementation the following calendar year.

II. Animal Control/Shelter Services

A. Shelter Operations.

1. **Hours.** The Friends of Animals agrees that its Animal Shelter shall be regularly available to the public and operational a minimum of six (6) days per week being open a minimum of five (5) hours per day.
2. **Services.** The Friends of Animals agrees that during public hours, staff will assist customers with adoptions and redemptions, issue licenses, receive animals from the public and respond to complaints or conduct follow up investigations.

3. Building Maintenance. The Friends of Animals shall maintain the shelter, facilities and vehicles in a clean and sanitary condition, and it will not permit any condition to exist which might constitute a public nuisance.
4. Zoning/Conditional Use Permit/Shelter License. The Friends of Animals shall operate the shelter in compliance with any and all conditions as identified in its Conditional Use Permit or shelter kennel license if required and issued by the City to operate such facility.
5. Care of Animals. The Friends of Animals shall give the best possible care and treatment of all animals in its custody by providing them adequate housing and food, shall not permit the shelter to become overcrowded, and shall receive and care for all animals brought to the shelter from or impounded within the City.

B. Enforcement and Field Operations.

1. The Friends of Animals shall act as a law enforcement agency for enforcement of Animal Control ordinances of the City and Statutes of the State. To this end, the Friends of Animals shall investigate and follow up on all animal control complaints referred to it by appropriate officers, the public, health services, or other entities which complaints constitute violations of the animal control ordinance, including but not limited to the following:
 - a. Complaints involving dangerous or threatening animals.
 - b. Injured, sick or distressed calls.
 - c. Complaints of animal bites.
 - d. Dogs at large representing an emergency or interfering with traffic.
 - e. Dogs/cats at large complaints.
 - f. Barking dog complaints.
 - g. Complaints of domestic animal noise.
 - h. Complaints of unlicensed animals.
 - i. Complaints of animals in excess of allowed numbers.
 - j. Animal cruelty and neglect cases.
 - k. Stray animals to be picked up at private residence or business.
 - l. Dead animals which constitute a health or traffic hazard.
2. The Friends of Animals shall perform active patrol in the City each week. The minimum patrol hours to be provided shall be a minimum of 8 hours per week. The Friends of Animals shall provide and maintain a vehicle and equipment necessary.

C. Animal Control Office (ACO)

1. Authority: Uniformed ACO's appointed by the FOA shall be granted authority by the City to enforce its animal control and related ordinances in accordance with law and Section II,B of this agreement. This authority will be granted under a limited commission.
2. Qualifications and Training: The FOA assumes full responsibility for the selection, qualifications and training of its animal control officers. The City agrees to make available general law enforcement training as might be appropriate to the FOA's officers.
3. Minimum Qualifications: Minimum qualifications require the ACO to be free from disqualifying conditions to include:
 - a. Felony conviction at any age, adult conviction for a crime of theft or deception, conviction for crime of violence, suspension of driving privileges within past five (5) years.
4. Hours: Animal control services shall be sufficiently staffed to provide services to the City for all response and shelter operations during the times described in Section II, A, 1. Further, FOA shall provide an ACO for emergency callouts at any other time subject to after hours call outs as described under Section IV (2).

D. Other Basic Services:

1. Shelter and care for stray/free roaming animals that are brought to the shelter. Barn and/or feral felines shall not be considered for intake into the shelter.
2. Pick up and transport animals from the City to the shelter upon request.
3. Boarding up to five (5) regular business days in holding facility (if unclaimed).
4. Provide euthanasia and disposal services if required after the period of owner redemption has expired consistent with MN Stat. 35.71 Subd. 3.
5. Issue license and collect license fees from the owners who retrieve animals not previously licensed.
6. Issue license to any animal being adopted by a person living in the City.
7. All animals seized by the City or delivered to Friends of Animals as stray animals will be held for redemption by the owner for at least five (5) regular business days per MN Stat. 35.71, Subd. 3. In addition, Friends of Animals must maintain the following records regarding animals so held in custody and preserve them for a minimum of six (6) months.

8. The description of the animal by species, breed, sex, approximate age, and other distinguishing traits.
 - a. The location where the animal was seized or found.
 - b. The date of seizure or finding of stray animal.
 - c. The name and address of the person from whom any animal three (3) months of age or over was received.
 - d. The name and address of the person to whom any animal three (3) months of age or over was transferred.
 - e. These records must be maintained in a form easily accessible to the public.

III. Responsibilities of the City

1. City designated personnel shall have access to bring animal(s) to the shelter at any time. The appointed personnel will be trained on procedures by a Friends of Animals representative.
2. The City may call Friends of Animals, Animal Control line at any time for animal pickup.
3. The City authorizes treatment for injured animals at a local veterinarian that are in a life-threatening condition and will defer judgment to Friends of Animals to determine when there is a need for such services. Friends of Animals will pick up the animal as soon as possible after being notified of its medical release. If these veterinarian services are performed within the five (5) contracted boarding days, the City is responsible for the actual costs invoiced from the veterinarian.
4. The City shall remain responsible for posting notice in accordance with the City ordinances regarding animals delivered to the shelter.

IV. Compensation/Fees

The FOA is charged with collection of animal impound fees and license fees. The process of accounting for these fees will be established by the City's fee schedule and shall be adhered to. FOA shall keep all such fees.

The City shall pay Friends of Animals the following fees:

1. \$31,000 (Thirty One Thousand Dollars) paid in quarterly installments of \$7,750.00 (Seven Thousand Seven Hundred Fifty Dollars) due within 10 days of the start of the quarter to cover boarding and intake costs for all impounded city dogs and cats.

2. A \$75.00 (Seventy Five Dollar) pickup fee per animal will be billed to the City for transports to the shelter by a Friends of Animals representative that are dispatched after hours. After hours include all weekend calls and calls prior to 0800 and after 1700 on weekdays. *(several animals picked up at one time will be considered one single pickup fee).*

V. Records and Reports

The FOA shall maintain records in accordance with best practice and as follows:

1. General: The FOA shall maintain a complete system of records which shall show the kinds and numbers of animals by type in its custody, the locations where such animals were found, the reasons for confinement, the care received and final disposition. Disposition records shall include the identity of the adoptive party or owner and include compliance verification of licensing prior to release.
2. Financial Activity Report: At the close of each quarter and as a prerequisite for receiving payment for services rendered during the quarter, the FOA shall submit an activity report to the Cloquet Police Department, the form and contents to be reasonably determined by the Police Department. An annual report shall include financial information, law enforcement and any public education program information undertaken by FOA to promote the mission of the FOA.
3. Audit of Financial Records: The FOA shall keep a comprehensive set of records on all income and expenditures in accordance with generally accepted accounting principles. The financial records shall be subject to audit by any governmental entity with jurisdiction at a time and place mutually convenient to the parties. The FOA shall prepare monthly financial statements and shall provide the City with a copy of such financial statements or annual tax reporting forms/documents as requested. The City reserves the right to perform audits of financial activity records of the FOA.
4. Public Records: The FOA shall coordinate with the City for public disclosure requests and records retention.

VI. Compliance with Laws

In providing all services pursuant to this contract, Friends of Animals shall abide by all statues, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted.

VII. Insurance and Liability

FOA shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees arising out of or resulting from the acts, errors or omissions of FOA in performance of this agreement, except for injuries and damages caused by the sole negligence of the City.

Friends of Animals shall purchase, maintain in full force and effect during the term of this contract, and provide proof of the following insurance coverage:

- Comprehensive General Liability, Automotive Liability and Professional Liability in amounts required to adequately protect the FOA and City from claims.

VII. Modifications

Any material alterations, modifications, or variations of the terms of this contract shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by both or all parties involved.

IX. Entire Agreement

It is understood and agreed by the parties that the entire contract is contained herein and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between Friends of Animals and the City.

Friends of Animals

City of Cloquet

By: _____
(FOA Representative)

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



ADMINISTRATIVE OFFICES

1307 Cloquet Avenue • Cloquet MN 55720
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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator (B)
Date: March 9, 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.

This past January, the company made contact with the City indicating its desire to move forward with the agreement. (see attached letter) Staff had 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.

The City Council in considering the lease agreement at its February 17, 2015 meeting, tabled action on the lease pending reconsideration of the Conditional Use Permit. This would allow for additional public input regarding the development as part of the required public hearing.

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.

Procedurally, the Council should first consider action on the lease agreement. Regardless of the approval or denial of the lease, the City Council will need to take action on the Conditional Use Permit application due to statutory requirements.

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

- Site Maps.
- Lease.

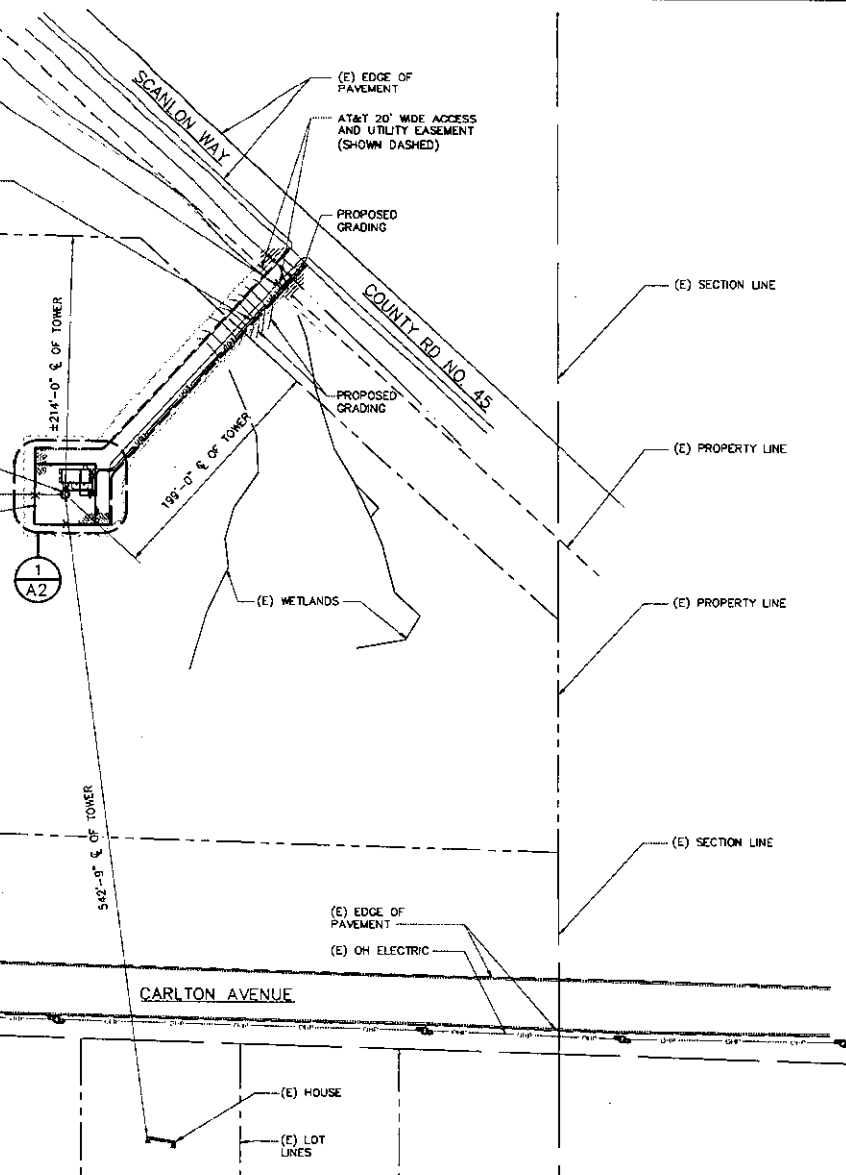
PROPOSED TELCO WITH 25 PAIR ICKY-PICK CAT 5 CONDUCTOR IN 4" SCH 40 PVC CONDUIT. CONTRACTOR TO COORDINATE CONNECTION WITH LOCAL TELEPHONE COMPANY. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED PER NEC ARTICLE 314.

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



4300 MARKET PONTE DR.
BLOOMINGTON, MN 55435



1541 E. WOODFIELD ROAD, SUITE #300E
SCHAUMBURG, IL 60173
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
E	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: *N. Popovich*
DATE: 08/20/2014 LICENSE # 47728

MPLSMNU5452
SAPPI RELO
CLOQUET, MN 55720
RAWLAND

SHEET TITLE
SITE PLAN & LEGEND

SHEET NUMBER
A1

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





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

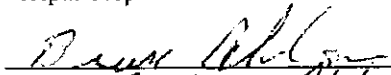
This Memorandum of Lease is entered into on this 3 day of February, 2015 by and between City of Cloquet, a municipal corporation, having a mailing address of City Hall, 1307 Cloquet Avenue, Cloquet, Minnesota 55720 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware 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"

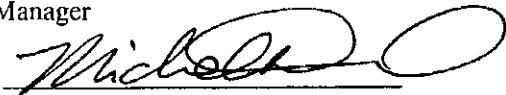
City of Cloquet,
a municipal corporation

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: March 11, 2015

**ITEM DESCRIPTION: ZONING CASE 15-02: CONDITIONAL USE PERMIT –
CELLULAR TOWER IN THE LIGHT INDUSTRY
DISTRICT**

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 15-24, A RESOLUTION APPROVING THE CONDITIONAL USE PERMIT TO ALLOW A CELLULAR TOWER IN THE LIGHT INDUSTRY DISTRICT.**

Background/Overview

SAC Wireless (AT&T) is proposing a conditional use permit to allow the construction of a 190 foot mono-pole cellular tower with antenna's not to exceed a total height of 199 feet. The property involved is located north of Carlton Avenue and west of Scanlon Way. The property is owned by the City of Cloquet and if the conditional use permit is approved then a lease would be entered into between the applicant and the City.

Staff has been working with the applicant for a number of months on both the lease agreement and the location of the tower. The Ordinance requires a minimum of 500 feet separation between the tower and any residential structure and a minimum setback of 75 percent of the tower height (150 ft.) to the property lines. Access to the tower will be from Scanlon Way with the tower being approximately 542 feet north of the closest home on Carlton Avenue.

A conditional use permit was approved for this same tower in October 2013 but since a building permit was not taken out within one year the conditional use permit is void and needed to be reapplied for.

A public hearing was held on Tuesday, March 10, 2015 to consider a conditional use permit for a cellular tower in the Light Industry District. A legal notice was published in the Pine Journal on February 26, 2015 and property owners within 350 feet were sent notices of the public hearing.

Policy Objectives

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

1. **Consistency with the Comprehensive Plan.** The relationship of the proposed use to the goals, objectives, and policies of the City of Cloquet Comprehensive Plan. *The proposed site is guided as Light Industry. For the purposes of the Comprehensive Plan, light industries differ from heavy industries in that they are smaller operations that generally do not create excessive noise, smells, or traffic concerns.*
2. **Compatibility.** The compatibility of the proposed use with existing development within three hundred (300) feet of the proposed use and within five hundred (500) feet along the same street and development anticipated in the foreseeable future within the neighborhood and conditions that would make the use more compatible. *The land to the east and north is owned by Sappi and is part of their buffer between their operations and the road. The land to the north and west is owned by Jarden (Diamond Brand) for future development. The land to the south is low density residential and has a number of single family homes on it. The tower will be over 500 feet to the closet home.*
3. **Importance of services to the community.** The importance of the services provided by the proposed facility to the community, if any, and the requirements of the facility for certain locations, if any, and without undue inconvenience to the developer, and the availability of alternative locations equally suitable. *This really doesn't apply since it is a cellular tower but it does provide cellular service to those parties that have this as their service provider.*
4. **Neighborhood protections.** The sufficiency of terms and conditions proposed to protect and maintain the uses in the surrounding neighborhood. *The access to the site will be off Scanlon Way with what I would call a single driveway approach. The woods on the site will remain except for the driveway and the 60 foot by 60 foot area for the tower and related equipment. The tower will be a minimum of 500 feet from the homes on the south side of Carlton Avenue.*
5. **Conformance with other requirements of this Chapter.** The conformance of the proposed development with all provisions of this Chapter. *The proposed location meets all of the requirements of the Zoning Ordinance. There will be no wetlands impacted and a minimal number of trees will be removed to accommodate the site.*
6. **Other factor.** Other factors pertinent to the proposed use, site conditions, or surrounding area considerations that the Planning Commission or the City Council feels are necessary for review in order to make an informed and just decision.

To the Mayor and City Council
CUP SAC Wireless Cellular Tower
March 11, 2015
Page 3

Financial/Budget/Grant Considerations

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

Advisory Committee/Commission Action

The Planning Commission has recommended approval of the Conditional Use Permit subject to the conditions in the attached resolution on a 4 – 0 vote.

Supporting Documentation Attached

- Resolution No. 15-24.
- Resolution No. 15-24A Denying.
- Location Map.
- Site Drawings.

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

RESOLUTION NO. 15-24

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

WHEREAS, SAC Wireless (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 March 10, 2015 at which time Zoning Case / Development Review No. 15-02 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 shall not be artificially illuminated unless required by the FCC or FAA regulations.
4. 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 17TH DAY OF MARCH, 2015.

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator

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

RESOLUTION NO. 15-24A

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

WHEREAS, SAC Wireless (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 March 10, 2015 at which time Zoning Case / Development Review No. 15-02 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 denies the Conditional Use Permit for a 190 foot mono-pole cellular tower in the Light Industry District for to the following reason:

1. The City did not join into a lease agreement with the applicant to allow the cell tower to be located on City property.

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

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator

LOCATION MAP

AT&T TOWER



No Scale

PROPOSED TELCO WITH 25 PAIR RCKY-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

SCANLON WAY

(E) EDGE OF PAVEMENT

AT&T 20' WIDE ACCESS AND UTILITY EASEMENT (SHOWN DASHED)

PROPOSED GRADING

PROPOSED GRADING

(E) EDGE OF PAVEMENT

(E) OH ELECTRIC

(E) WETLANDS

(E) HOUSE

(E) LOT LINES

CARLTON AVENUE

(E) SECTION LINE

(E) PROPERTY LINE

(E) PROPERTY LINE

(E) SECTION LINE

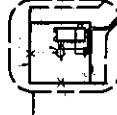
COUNTY RD. NO. 45

±214'-0" C. OF TOWER

±251'-0" C. OF TOWER

189'-0" C. OF TOWER

542'-8" C. OF TOWER



4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435



1501 E WOODFIELD ROAD, SUITE #0006
SCHAUMBURG, IL 60173
WWW.S&CW.COM
847-984-1600

DRAWN BY: BK
CHECKED BY: NP

REV	DATE	DESCRIPTION
1	08/19/14	REVISED TOWER & SITE LOCATION
2	03/27/14	REVISED TOWER LOCATION
3	03/06/14	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

FRANK HANSEN
SIGNATURE: *Frank Hansen*
DATE: 08/20/2014 LICENSE # 47725

MPLSMNU5452
SAPPI RELO
CLDDUET, MN 55720
RAWLAND

SHEET TITLE
SITE PLAN & LEGEND

SHEET NUMBER
A1



SITE PLAN

SCALE: 1" = 100'-0"

1

(E) TREE LINE
RE: NOTE #5/A2

AT&T 20' WIDE ACCESS
AND UTILITY EASEMENT
(SHOWN DASHED) TO
FOLLOW EXISTING
CONCRETE ACCESS
DRIVE TO SITE

GRAVEL PAVED AT&T
ACCESS EASEMENT -
TURNAROUND AREA

PROPOSED CHAIN
LINK FENCE

PROPOSED LEASE AREA

NON-12'X24' AT&T
PREFABRICATED CONG
EQUIPMENT SHELTER

PROPOSED AT&T
ACCESS ICE/CABLE
BRIDGE

PROPOSED
MONOPOLE
RE: DWG #1/A3

PROPOSED
HANDHOLE

PROPOSED
H-FRAME
RE: DWG #1/A8

(E) TREE LINE
RE: NOTE #5/A2

50'-0" LEASE AREA
49'-0" COMPOUND FENCE

49'-0" COMPOUND FENCE
50'-0" LEASE AREA

COMPOUND PLAN
SCALE: 1/8" = 1'-0"

LEASE AREA

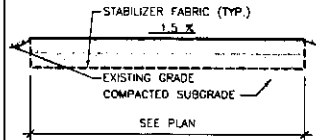
BASE COURSE: 4" MIN.
OF COMPACTED CA-6
COARSE AGGREGATE.

TOP COURSE: 4" MIN.
OF COMPACTED CA-7
COARSE AGGREGATE.

ACCESS DRIVE

BASE COURSE: 6" MIN.
OF COMPACTED CA-3
COARSE AGGREGATE.

TOP COURSE: 3" MIN.
OF COMPACTED CA-6
COARSE AGGREGATE.



GRAVEL PAVING DETAIL

NOT TO SCALE 2

GENERAL NOTES:

- ELEVATIONS ARE ABOVE MEAN SEA LEVEL.
- DO NOT SCALE DIMENSIONS FROM THIS DRAWING.
- ALL EXISTING RECORDED EASEMENTS ARE INDICATED ON THIS DRAWING TO THE BEST OF THE ARCHITECT'S KNOWLEDGE PER VISUAL INSPECTION, SURVEY DRAWINGS, AND INFORMATION RECEIVED FROM AT&T WIRELESS.
- REFER TO SP1 AND SP2 FOR EROSION CONTROL AND SOIL STABILIZATION METHODS.
- REMOVE EXISTING TREES IF NECESSARY.

SURVEY BENCHMARK/PROJECT DATUM

LOCATION:

ELEVATION:
LATITUDE:
LONGITUDE:

PROJECT DATUM:

LEGEND

EXISTING	NEW
SANITARY SEWER	SAS
STORM SEWER	STS
WATER MAIN	W
SANITARY MANHOLE ELEVATIONS	(SH)
STORM STRUCTURE ELEVATIONS	(SN)
PROPERTY LINE & R.O.W.	---
SURFACE DRAINAGE	---
LIGHT STANDARD	●
STREET LIGHT	●
SPOT ELEVATION	872.12
CONTOUR	872
CONTOUR TO BE REGRADED	---
GAS MAIN	-C-G-
MANHOLE	⊙
CATCH BASIN	⊙
FIRE HYDRANT	●
EASEMENT LINE	---
FENCE	---
BURIED UTILITY LINE	---UE/UT---
UTILITY POLE	#
OVERHEAD UTILITY LINE	---OHE---
BUILDING	---



4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435



1501 E WOODFIELD ROAD, SUITE 4000
SCHAMBURG, IL 60173
www.sandc.com
547-544-1500

DRAWN BY: BK
CHECKED BY: NP

REV	DATE	DESCRIPTION
D	08/19/14	REVISED TOWER @ SITE LOCATION
C	03/27/14	REVISED TOWER LOCATION
B	03/06/14	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: MERON POPOVICH
SIGNATURE: *[Signature]*
DATE: 08/20/2014 LICENSE # 47725

MPLSMNU5452
SAPPI RELO
CLOQUET, MN 55720
RAWLAND

SHEET TITLE
COMPOUND PLAN


SHEET NUMBER
A2



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: March 12, 2015

ITEM DESCRIPTION: Kiehn Objection to White Pine Trail Assessment

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 15-25(A), RESOLUTION ADOPTING ASSESSMENT FOR THE IMPROVEMENT OF WHITE PINE TRAIL FROM SPRING LAKE ROAD TO TRETTEL LANE AND ALSO TRETTEL LANE FROM WHITE PINE TRAIL TO AIRPORT ROAD.**

Background/Overview

A public hearing on the proposed assessments for the paving of White Pine Trail from Spring Lake Road to Trettel Lane and also Trettel Lane from White Pine Trail to Airport Road was held on March 3, 2015. At that meeting, the City Council adopted the final assessment roll with the exception of 1014 Pinewood Drive of which the City received a written objection.

The objection from Annette and Richard Kiehn is materially based upon the argument that they have no access to White Pine Trail due to the steep grade and topography on the site and as such receive no benefit from the pavement improvement project.

The fact that the current property owner accesses Pinewood Drive as their main access in itself is not reason enough to exempt the property from the assessment roll. As a large tract of land with undeveloped property abutting White Pine Trail, the City needs to evaluate the long term opportunity for development. However, in doing so the City should also determine if the property is suitable or unsuitable for future residential development which is critical to the evaluation of the objection.

Attached, the Council will find some maps showing the Kiehn property. The maps show the driveway access to Pinewood Drive/Airport Road with the home sitting near the middle of the lot. The parcel is currently 5 acres in size. The property is currently zoned Farm-Residential (F-R) with a minimum lot size in this zoning district of 5 acres. Under the Zoning Ordinance the area adjacent to White Pine Trail is not developable due to the current zoning designation.

However, the property could potentially be re-zoned to R-1, Single Family Residential if pursued by the property owner and approved by the City. One other key restriction under the current zoning is the availability of either city water or sanitary sewer. The re-zoning would be an option as a result of the installation of the water main in White Pine Trail as part of this project.

Under a re-zoning the minimum lot size in an R-1 district is 30,000 square feet. As a five acre parcel, two lots can be created to meet the minimum lot size. Thus the Kiehn's have opportunity to look at a rezoning that would allow the parcel to be split and re-zoned as single family residential.

The most challenging aspect of this site in regards to its possible redevelopment is that the portion of the property located to the south of the home consists of a very steep grade. While challenging, the grade itself does not make the lot undevelopable. With proper design and engineering, the opportunity does exist for residential development. In this case, the City must also look beyond the current property owners. While they indicate they have no intent to subdivide or further develop the property, the City needs to keep in mind that they would have the ability to change their mind or sell the property to someone who may have a different perspective on the development of the area.

So in this case the Council has several options. They are as follows:

1. Deny the objection and adopt Resolution No. 15-25 adopting the assessment as originally proposed.
2. Deny the objection and adopt Resolution No. 15-25(A) adopting the assessment as a deferred assessment based upon the potential for future benefit through development of the property adjacent to White Pine Trail.
3. Accept the objection and adopt Resolution No. 15-25(B) exempting the property from the special assessment due to the property being considered unsuitable for future residential development.

The Council should be carefully considering the likelihood of future development and whether or not the property site characteristics are such that the site cannot be developed.

Policy Objectives

To adopt a final assessment roll for the completed improvement in accordance with current City Code, Chapter 12, and in accordance with MN Statutes Chapter 429.

A property owner is allowed, under Chapter 429.061, to formally object in writing to a proposed assessment. With a written objection, the City is required to take formal action noting why it agrees or disagrees with such assessment. A property owner then has thirty days, under M.S. 429.081, after the adoption of the assessment roll to append the assessment to the District Court.

Under the City Code, Chapter 12.2.07, Subd. 16 the City Council may in special cases exempt properties from special assessments if the property shall be considered unsuitable for residential development.

Financial/Budget/Grant Considerations

The proposed assessment for this parcel is \$5,511 and is consistent with the per front assessment levied for the other properties on this project.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Resolution No's. 15-25, 15-25(A) and 15-25(B).
- Map(s).
- Letter from Annette & Richard Kiehn.

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

RESOLUTION NO. 15-25

**RESOLUTION ADOPTING ASSESSMENT FOR THE IMPROVEMENT OF WHITE PINE TRAIL
FROM SPRING LAKE ROAD TO TRETTEL LANE AND ALSO
TRETTEL LANE FROM WHITE PINE TRAIL TO AIRPORT ROAD**

WHEREAS, In 2014, the City Council received an engineering study to improve and install bituminous pavement on White Pine Trail from Spring Lake Road to Trettel Lane and also Trettel Lane from White Pine Trail to Airport Road; and

WHEREAS, The Cloquet City Council on April 15, 2014, held a hearing to consider the improvement of these sections of White Pine Trail and Trettel Lane; 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; and

WHEREAS, Due notice was given that said special assessments would be considered by the City Council at its meeting to be held on March 3, 2015, and at said meeting and time all parties interested would be given an opportunity to be heard; and

WHEREAS, On March 3, 2015, the City Council tabled action on the proposed assessment for Richard and Annette Kiehn to allow opportunity to consider their written objection to the proposed assessment; and

WHEREAS, On March 17, 2015, the City Council met and passed upon the objection to the proposed assessment due to the benefit provided in regards to the potential for future development of the undeveloped property owned by Richard and Annette Kiehn.

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

1. Such assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein is hereby found to be benefitted by the improvement in the amount of the assessment levied against it.
2. Said assessment shall be payable in equal annual installments extending over a period of ten (10) years and shall bear interest at a rate of eight percent (8%) per annum from April 3, 2015. Property owners may prepay the entire assessment, or any portion of it, to the City of Cloquet without interest prior to April 3, 2015. Any principal not paid by November 30th of each year, will be certified along with accrued interest to the Carlton County Auditor for collection with the Real Estate Taxes payable over the period stated above. Such assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein is hereby found to be benefitted by the improvement in the amount of the assessment levied against it.

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

ATTEST:

Dave Hallback, Mayor

Brian Fritsinger, City Administrator

2014 White Pine Trail Paving
City Contract No. 1043

Property Owners

Unplatted Sections 27 and 28 (Plat 06-510-)

<u>Property Owner</u>	<u>Description</u>	<u>Parcel No.</u>	<u>Frontage</u>	<u>Final Assessment</u>
Richard & Annette Kiehn 1014 Pinewood Dr Cloquet, MN 55720		06-510-6186	330	\$ 5,511.00
Total Assessment -----				\$ 5,511.00
Final Assessment based on \$16.70/FF.				

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

RESOLUTION NO. 15-25(A)

**RESOLUTION ADOPTING ASSESSMENT FOR THE IMPROVEMENT OF WHITE PINE TRAIL
FROM SPRING LAKE ROAD TO TRETTEL LANE AND ALSO
TRETTEL LANE FROM WHITE PINE TRAIL TO AIRPORT ROAD**

WHEREAS, In 2014, the City Council received an engineering study to improve and install bituminous pavement on White Pine Trail from Spring Lake Road to Trettel Lane and also Trettel Lane from White Pine Trail to Airport Road; and

WHEREAS, The Cloquet City Council on April 15, 2014, held a hearing to consider the improvement of these sections of White Pine Trail and Trettel Lane; 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; and

WHEREAS, Due notice was given that said special assessments would be considered by the City Council at its meeting to be held on March 3, 2015, and at said meeting and time all parties interested would be given an opportunity to be heard; and

WHEREAS, On March 3, 2015, the City Council tabled action on the proposed assessment for Richard and Annette Kiehn to allow opportunity to consider their written objection to the proposed assessment; and

WHEREAS, On March 17, 2015, the City Council met and passed upon the objection to the proposed assessment due to the potential for future development of the undeveloped property owned by Richard and Annette Kiehn.

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

1. Such assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein is hereby found to be benefitted by the improvement in the amount of the assessment levied against it.
2. Said assessment shall be made against the southerly unimproved portion of the Kiehn property, being approximately the south half thereof, which abuts White Pine Trail, and shall have the first payment thereof deferred for twenty (20) years, or until such time that the property is split/platted or improved by the construction of buildings that would have direct access to White Pine Trail, whichever first occurs.
3. Said assessment shall be payable in equal annual installments extending over a period of ten (10) years and shall bear interest at a rate of eight percent (8%) per annum. Said interest shall accrue for a period of ten (10) years from January 1, 2016. During deferral, interest not paid in the year accrued will be added to the principal due on the assessment. Property owners may prepay the entire assessment, or any portion of it, to the City of Cloquet without interest prior to December 31, 2015. Once payments become due and payable, any principal not paid by November 30th of each year, will be certified along with accrued interest to the Carlton County Auditor for collection with the Real Estate Taxes payable over the period stated above.

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

ATTEST:

Dave Hallback, Mayor

Brian Fritsinger, City Administrator

2014 White Pine Trail Paving
City Contract No. 1043

Property Owners

Unplatted Sections 27 and 28 (Plat 06-510-)

<u>Property Owner</u>	<u>Description</u>	<u>Parcel No.</u>	<u>Frontage</u>	<u>Final Assessment</u>
Richard & Annette Kiehn 1014 Pinewood Dr Cloquet, MN 55720		06-510-6186	330	\$ 5,511.00
			Total Assessment -----	\$ 5,511.00
			Final Assessment based on \$16.70/FF.	

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

RESOLUTION NO. 15-25(B)

**RESOLUTION EXEMPTING PROPERTY FROM ASSESSMENT FOR THE IMPROVEMENT OF
WHITE PINE TRAIL FROM SPRING LAKE ROAD TO TRETTEL LANE AND ALSO
TRETTEL LANE FROM WHITE PINE TRAIL TO AIRPORT ROAD**

WHEREAS, In 2014, the City Council received an engineering study to improve and install bituminous pavement on White Pine Trail from Spring Lake Road to Trettel Lane and also Trettel Lane from White Pine Trail to Airport Road; and

WHEREAS, The Cloquet City Council on April 15, 2014, held a hearing to consider the improvement of these sections of White Pine Trail and Trettel Lane; 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; and

WHEREAS, Due notice was given that said special assessments would be considered by the City Council at its meeting to be held on March 3, 2015, and at said meeting and time all parties interested would be given an opportunity to be heard; and

WHEREAS, On March 3, 2015, the City Council tabled action on the proposed assessment for Richard and Annette Kiehn to allow opportunity to consider their written objection to the proposed assessment; and

WHEREAS, On March 17, 2015, the City Council met and considered the objection to the proposed assessment to the property owned by Richard and Annette Kiehn.

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

1. That under City Code, Chapter 12.2.07, Subd. 16 that 1014 Pinewood Drive be exempt from the assessment role for the improvements to White Pine Trail as the property abutting such road is considered unsuitable for future residential development.
2. Said objection be accepted for the reasons identified above and as a result no such assessment placed upon 1014 Pinewood Drive.

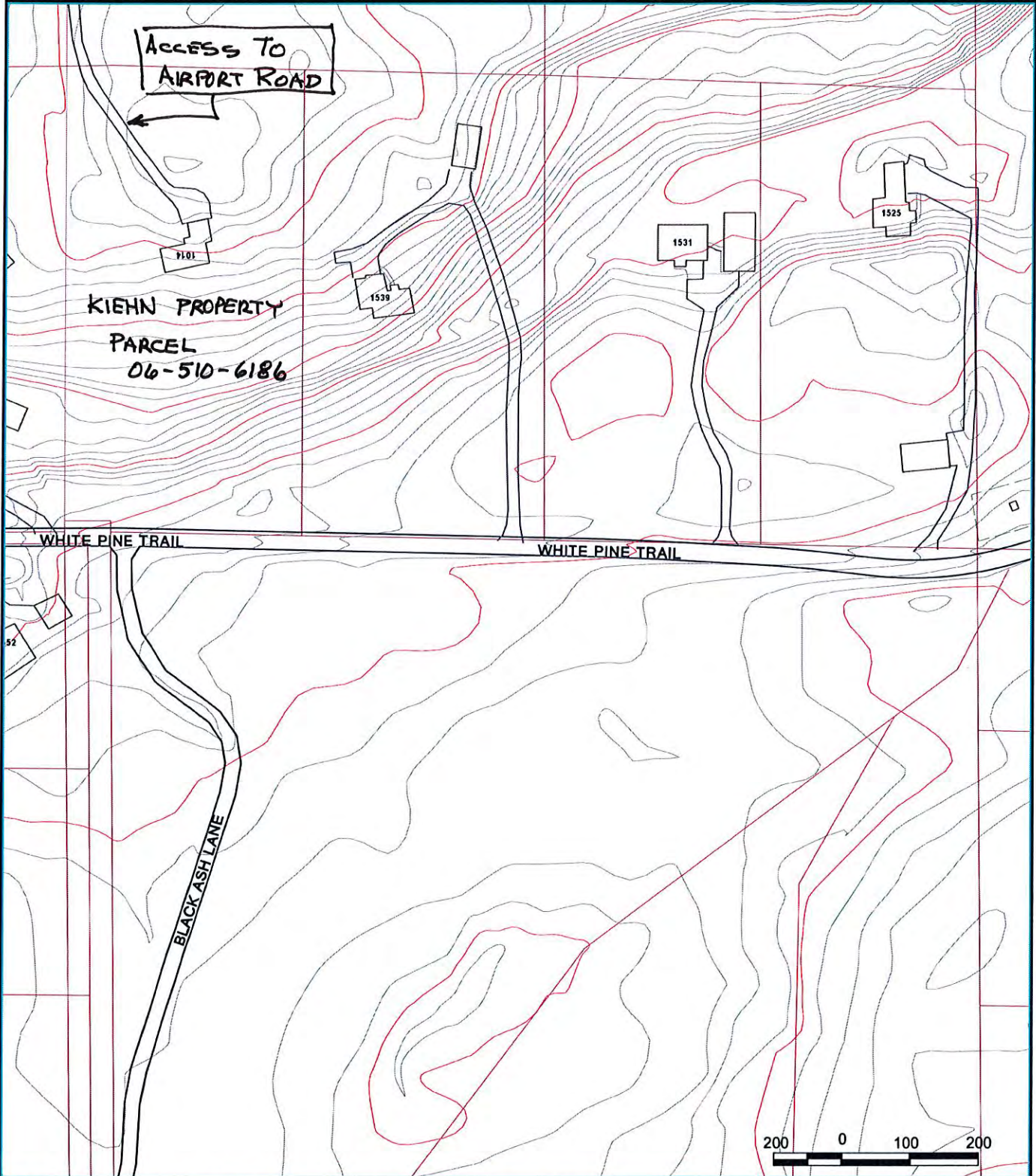
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 17TH DAY OF MARCH, 2015.

ATTEST:

Dave Hallback, Mayor

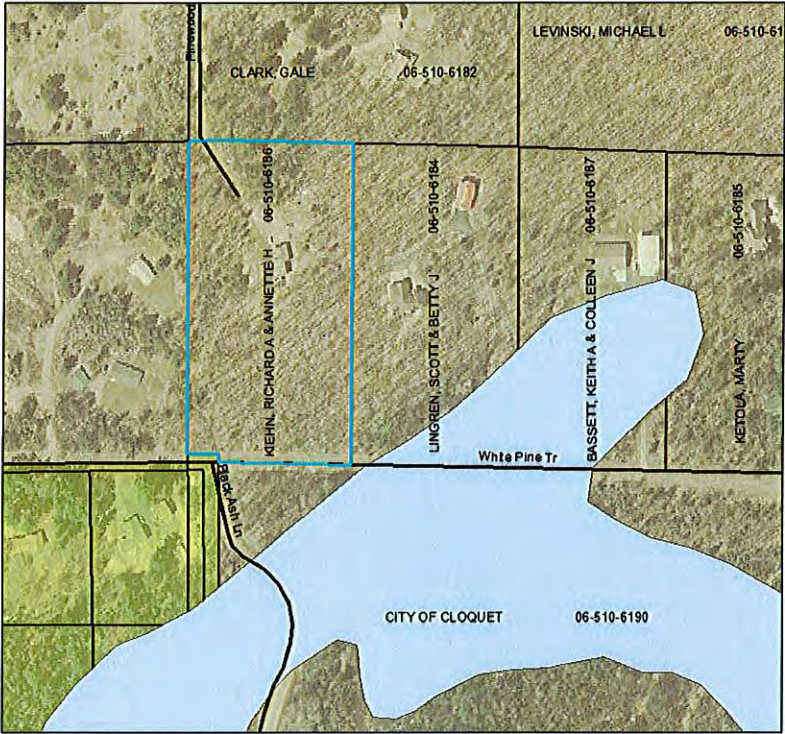
Brian Fritsinger, City Administrator

City of Cloquet



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-

KIEHN PROPERTY



REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James R. Prusak, Director of Public Works
Reviewed by: Brian Fritsinger, City Administrator
Date: March 12, 2015

ITEM DESCRIPTION: Resolution approving final 22nd Street Reconstruction special assessments for 321 – 22nd Street.

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 15-26, ADOPTING THE FINAL ASSESSMENT FOR 321 – 22ND STREET ASSOCIATED WITH THE 2014 IMPROVEMENT OF 22ND STREET AS ORIGINALLY PROPOSED AT THE MARCH 3, 2015 ASSESSMENT PUBLIC HEARING** or any changes thereto.

Background/Overview

On March 3, 2015, the Cloquet City Council held a public hearing on the proposed special assessments for the 2014 reconstruction of 22nd Street from Prospect Avenue to Carlton Avenue. At that hearing the City Council was presented with a written objection from Corey B. LeBrasseur, the owner of 321 – 22nd Street. Mr. LeBrasseur was also present at the hearing and likewise voiced his objections to the proposed special assessments citing the following arguments:

- 1) “One would expect the taxes we (citizens) already pay should be used for such routine services and maintenance of roadways, sidewalks, city sewer and utilities.”
- 2) “Street, sidewalks and utility improvements would not be taken into consideration by an appraiser when establishing the market value of this property.”
- 3) “All residents of Cloquet ... use 22nd Street and Selmsers Avenue roadways and sidewalks. Why would individual property owners along these routes be burdened with these improvement costs and not all citizens of the community?”

The LeBrasseur property is a 100.3' x 115.0' corner lot located on the northwest corner of 22nd Street and Selmsers Avenue. Under this project both streets were reconstructed to include new curbs, sidewalks, a new storm sewer system, new sanitary sewer and water mains, new roadbeds and bituminous pavement. In addition, the house sewer and water service lines to the LaBrasseur home were replaced from the utility mains in the street up to the property line. There are two garages on the lot with separate driveway entrances, one off of 22nd Street and the other off Selmsers Avenue.

It is common practice for cities to levy or impose special assessments against benefitted properties, as a way of assisting with the financing of various public improvements. In accordance with Minnesota Statute 429.021, Subdivision 1, such improvements may include the construction, reconstruction or maintenance of streets, sidewalks, pavement, gutters, curbs, sanitary sewer and water utilities, as well as various other public improvements. The test that cities must follow, however, is that the amount assessed or charged to a particular property cannot be greater than the amount of benefit the property receives from the improvement.

City Assessment Policy: Chapter 12 of the City Code outlines the present policy relating to the financing of certain street and utility improvements in Cloquet. These rules were originally adopted by the City Council back on August 5, 1986 under Ordinance 140A. On a reconstruction project such as this, a minimal portion of the street and utility reconstruction costs are assessed back to abutting properties along the project route. For the purpose of determining or calculating the assessable roadway reconstruction costs, Chapter 12 utilizes the following two items:

- 1) All properties pay for 50% of the per linear foot construction cost of new curb and gutter, if it is installed.
- 2) If the constructed roadway surface includes anything other than a gravel surface, all properties pay for the cost of a ten-foot wide strip of blacktop constructed to a 3" thickness. This is regardless of how wide or how thick the actual roadway pavement is constructed to.

Utilizing the above two construction cost items, a per front-foot assessable cost is determined, which is then multiplied by each lot's width or assessable frontage on the street(s). For the 22nd Street / Selmser project this per front-foot assessable cost for curb and pavement was \$23.10. In the case of corner lots or irregular shaped lots, Chapter 12 includes rules which adjust the assessable frontage for such lots. In the case of corner lots, where the above improvements are installed on both sides, these corner lots are assessed for their frontage on their short side plus 1/3rd the frontage of their long side.

The 22nd Street and Selmser Avenue project also included the complete reconstruction of all existing sanitary sewer and water utility mains and individual sewer and water building service lines located within the street right-of-way. In addition to the above street reconstruction items, all properties, which receive their sanitary sewer and water service off of either 22nd Street or Selmser Avenue, were assessed a lump sum of \$3,080 per residence for the utility reconstruction. This figure was determined based on the use of the "Typical Design Assessment Formula" outlined in Chapter 12.2.10 of the City Code, which applied a \$46.63 per front-foot assessable utility cost to an average 66 foot-wide lot. This way all properties were assessed the same amount for the utility reconstruction, regardless of their lot width or size.

On March 18, 2014, the Cloquet City Council held a hearing to consider the improvement of these sections of 22nd Street and Selmsler Avenue. Prior to the hearing all residents were mailed a letter explaining the improvements and the estimated assessments associated with it. The final adopted assessments were approximately 15% lower than those estimated in the original letter.

Corner Lot Calculations: At the March 3rd Assessment Public Hearing, the Council delayed action on the LeBrasseur assessment and requested additional information on the Corner Lot calculations for the project. In addition to the LeBrasseur property, there was one other corner lot that was assessed along both sides. Attached to this report are separate sheets which show how the assessments were calculated for both of these corner lots. In addition, assessment calculations for two interior lots are also included. Most properties on the project had lot frontages in the 66 to 75 foot-wide range and had comparable assessments between \$4,600 and \$4,800. All calculation sheets include Carlton County assessed values for the properties, which can be used in comparing assessed amounts to market value.

The project assessment for the LeBrasseur property was \$6,282.43 and this is the largest assessment for the entire project. The property is also one of the larger lots and has one of the larger assessed values on the project. In addition to the project assessed amount, an additional \$984 was added for bituminous driveway paving, at Mr. LeBrasseur's request during construction.

Response To LeBrasseur Arguments:

Argument: One would expect the taxes we (citizens) already pay should be used for such routine services and maintenance of roadways, sidewalks, city sewer and utilities.

Response: The 22nd Street and Selmsler Avenue project was a major reconstruction project, and is not considered the same as other routine services or maintenance. As a result, it is common practice for cities to levy or impose special assessments for a portion of the construction costs associated with such improvements.

Argument: Street, sidewalks and utility improvements would not be taken into consideration by an appraiser when establishing the market value of this property."

Response: It is a common practice for appraisers to take age, condition and appearance into consideration when establishing market value.

Argument: All residents of Cloquet... use 22nd Street and Selmsler Avenue roadways and sidewalks. Why would individual property owners along these routes be burdened with these improvement costs and not all citizens of the community?"

Response: It is true that all roadways and sidewalks are open to public use by people other than just those living along the street. In the case of this project, 79% of the entire project cost was paid for with dollars derived from the City's general tax levy and it is common practice for properties directly adjacent to the improved street to be additionally assessed for a portion of the costs as they are more directly benefitted

Policy Objectives

To adopt a final assessment role for the completed improvement in accordance with current City policy and in accordance with State Statutes.

Financial Impacts

It is common practice for cities to use special assessments to assist with the financing of various public improvements such as were completed this past summer along 22nd Street and Selmsler Avenue. Although it is true the entire city as a whole benefits from most public works improvements, the courts have held up the argument that properties directly affected or adjacent to the improvements benefit to a greater degree with improved market values. The current assessment policy being used by Cloquet has been unchanged since its first adoption back in 1986 and has been successfully used to assist with the financing of numerous projects over the years. Certainly the City Council has the authority to change this policy but the impact of doing so will result in fewer projects being completed and/or higher tax levies and utility rates.

Advisory Committee/Commission Action

N/A

Supporting Documents Attached

Sample Corner Lot and Assessment Calculations.
Excerpts from Chapter 12 of the City Code.

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

RESOLUTION NO. 15-26

ADOPTING THE FINAL ASSESSMENT FOR 321 – 22ND STREET ASSOCIATED WITH THE 2014 IMPROVEMENT OF 22ND STREET AS ORIGINALLY PROPOSED AT THE MARCH 3, 2015 ASSESSMENT PUBLIC HEARING.

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

WHEREAS, Due notice was given that said special assessments would be considered by the City Council at its meeting to be held on March 3, 2015, and at said meeting and time all parties interested would be given an opportunity to be heard; and

WHEREAS, an objection was received from Corey B. LeBrasseur, the owner of 321 – 22nd Street (Parcel 06-075-0340); and

WHEREAS, the City Council has reviewed the objections raised by Mr. LeBrasseur and finds no merit to the objections.

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

1. Such assessment, for Parcel 06-075-0340 shall remain as originally proposed at the March 3, 2015 public hearing in the amount of \$7,266.43 and shall constitute the special assessment against the lands named therein, and each tract of land therein is hereby found to be benefitted by the improvement in the amount of the assessment levied against it.
2. Said assessments shall be payable in equal annual installments extending over a period of ten (10) years and shall bear interest at a rate of eight percent (8%) per annum from April 3, 2015. Property owners may prepay the entire assessment, or any portion of it, to the City of Cloquet without interest prior to April 3, 2015. Any principal not paid by November 30th of each year, will be certified along with accrued interest to the Carlton County Auditor for collection with the Real Estate Taxes payable over the period stated above.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 17th DAY OF MARCH, 2015.

Dave Hallback, Mayor

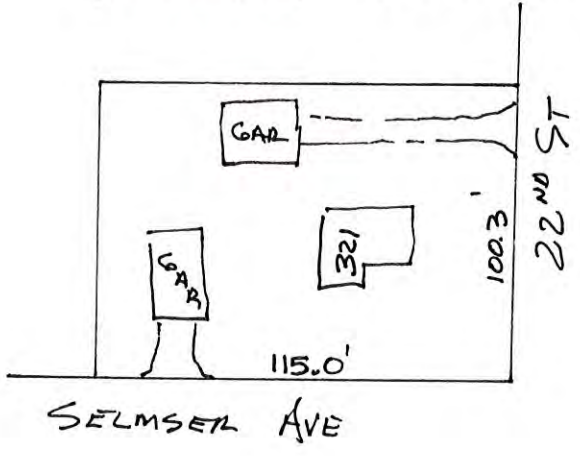
ATTEST:

Brian Fritsinger, City Administrator

22ND ST / SELMSEN RECONSTRUCTION
CITY CONTRACT # 1038

UNIT PRICE ASSESSMENTS
CURB + PAVEMENT \$23.10 / F.F.
UTILITIES \$3,080. - / CONN.

ASSESSMENT CALCULATION



321 - 22ND STREET
PARCEL 06-075-0340
COREY + CHRISTINA LeBRASSEUR

- CORNER LOT
- BOTH STREETS RECONSTRUCTED
w/ WATER + SEWER to 22ND STREET

COUNTY
ASSESSED
VALUE

LAND \$27,100
BLDG 83,000
TOTAL \$110,100

2014 TAXES \$1,526.⁰⁰

CURB + PAVEMENT
 $100.3' \times 23.10 = 2,316.93$
 $+ (115 \div 3) \times 23.10 = 885.50$
SUBTOTAL \$3,202.43

UTILITIES 3,080. -
PROJECT ASSESSMENT \$6,282.43

ADDITIONAL DRIVEWAY
WORK AT OWNER'S
REQUEST.

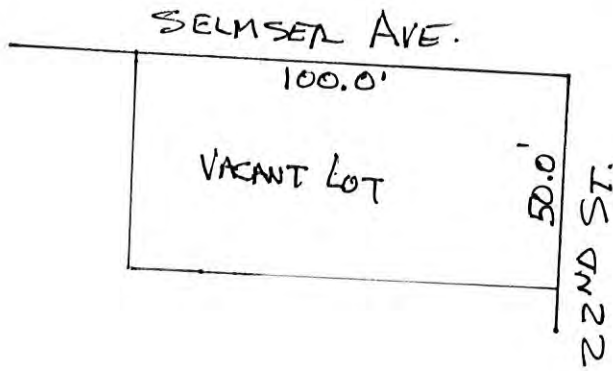
12.3 TON BITUMINOUS @ \$80./TON \$984.⁰⁰

TOTAL ASSESSMENT INCLUDING EXTRA DRIVEWAY WORK \$7,266.43

22ND ST / SELMSER RECONSTRUCTION
 CITY CONTRACT # 1038

UNIT PRICE ASSESSMENTS
 CURB + PAVEMENT \$23.¹⁰ / FRONT FOOT
 UTILITIES \$3,080.⁰⁰ / CONNECTION

ASSESSMENT CALCULATION



VACANT LOT^{SW} CORNER 22ND & SELMSER
 PARCEL 06-160-1100
 JOHNSON MARKETPLACE PROPERTIES

CORNER LOT

- BOTH STREETS RECONSTRUCTED
 w/ WATER + SEWER TO SELMSER AVE.

NOTE: OWNER REQUESTED
 WATER + SEWER CONNECTION
 TO SELMSER AVE.

COUNTY ASSESSED VALUE

LAND	\$	12,200
BLDG		0
TOTAL		\$ 12,200.
2014 TAXES	\$	266. ⁰⁰

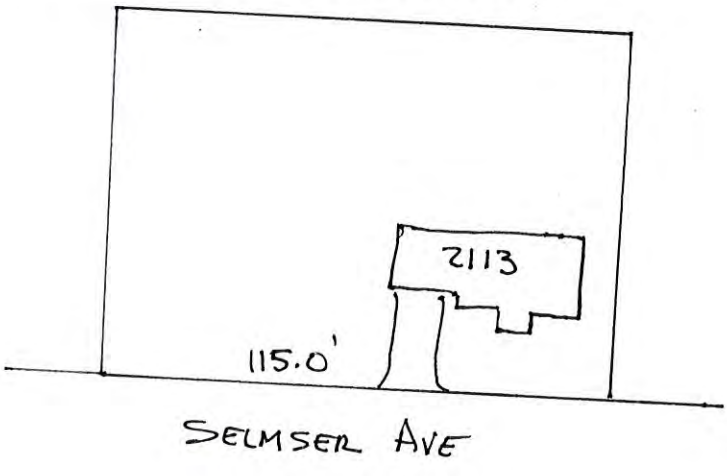
<u>CURB + PAVEMENT</u>		
50.0' * 23.10	=	\$ 1,155. ⁰⁰
+ (100.0 ÷ 3) * 23.10	=	770. ⁰⁰
SUBTOTAL		1,925. ⁰⁰

UTILITIES 3,080.⁰⁰

TOTAL PROJECT ASSESSMENT = \$ 5,005.⁰⁰

22ND ST / SELMSER RECONSTRUCTION
 CITY CONTRACT # 1038

ASSESSMENT CALCULATION



UNIT PRICE ASSESSMENTS
 CURB + PAVEMENT \$23.¹⁰ / FRONT FOOT
 UTILITIES \$3,080.⁰⁰ / CONNECTION

2113 SELMSER AVE
 PARCEL 06-075-0400
 JAMES + JULIE LUNDBERG

- INTERIOR LOT
- STREET RECONSTRUCTED w/ WATER + SEWER TO SELMSER

COUNTY ASSESSED VALUE

LAND \$25,300.
 BLDG 58,600.

 TOTAL \$83,900.

2014 TAXES \$1,024.⁰⁰

CURB + PAVEMENT
 115.0' * \$23.¹⁰ = \$2,656.⁵⁰

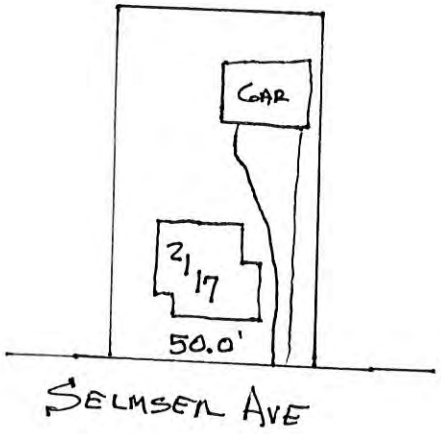
UTILITIES 3,080.⁰⁰

TOTAL PROJECT ASSESSMENT \$5,736.⁵⁰

22ND ST / SELMSER RECONSTRUCTION
 CITY CONTRACT # 1038

UNIT PRICE ASSESSMENTS
 CURB + PAVEMENT \$23.¹⁰ / FRONT FOOT
 UTILITIES \$3,080.⁰⁰ / CONNECTION

ASSESSMENT CALCULATION



2117 SELMSER AVE
 PARCEL 06-075-0360
 STUART ERICKSON

- INTERIOR LOT
- STREET RECONSTRUCTED
 w/ WATER + SEWER TO SELMSER

COUNTY ASSESSED VALUE
 LAND \$11,500.⁰⁰
 BLDG 32,600.⁰⁰
 TOTAL \$44,100.⁰⁰
 2014 TAXES \$670.⁰⁰

CURB + PAVEMENT
 $50.0' \times \$23.¹⁰ = \$1,155.⁰⁰$

UTILITIES 3,080.⁰⁰

TOTAL PROJECT ASSESSMENT \$4,235.⁰⁰

CHAPTER 12: FINANCING AND ASSESSMENT OF PUBLIC IMPROVEMENTS.

Adopted 6/5/07 – Ordinance 340A

12.2.01. General Policy. It shall be the policy of the City to finance certain street and utility improvements by the methods prescribed in this Section. The apportionment of the cost between benefited property and the City at large and the method of levying assessments prescribed in those sections shall be followed in each case unless the Council, by resolution, finds that because of special circumstances, as provided for by Statute, a different policy shall be necessary or desirable. Any local improvement described in Minn. Stat., Chapter 429 and not specifically addressed by this Section shall be financed as the Council determines to be most feasible and equitable in each case.

12.2.02. Applicable State Statutes. All procedures for the construction and financing of local improvements, when at least part of the cost shall be defrayed by special assessments against benefited property, shall conform with the applicable regulations of this Section and Minn. Stat., Chapter 429 and the definitions as set forth in the statutes.

12.2.03. Method of Initiation.

Subd. 1. Petition. No petition for construction of sidewalks, curb and gutter, sanitary sewer and water or permanent street surfacing filed in compliance with State law shall be required to be accepted or acted upon by the Council unless it shall be filed with the City Administrator on or before August 1 of the year prior to the year of requested construction.

Subd. 2. Initiation Of Improvements Without Petitions. The City may initiate improvements covered by this Section without first receiving a petition from affected property owners; however, in order to do so, a 6/7ths vote of the City Council shall be required.

12.2.04. Establishment Of Assessment Districts For Street Improvements. For the purpose of determining special assessments associated with various street improvements covered by this Section, the City shall be divided into two separate assessment districts as specified in the following Subdivisions.

Subd. 1. Assessment District #1. Assessment District #1 for the purpose of this Section shall be the corporate limits of the City of Cloquet prior to the Knife Falls Township consolidation of 1975. It shall also include those properties of the consolidated Knife Falls area to which City sanitary sewer and water utilities have been extended to within four hundred feet.

Subd. 2. Assessment District #2. Assessment District #2 shall be that part of the Knife Falls Township which was consolidated with the City of Cloquet in 1975 and to which City sanitary sewer and water utilities have not been extended to within four hundred feet. (As a condition of the 1975 consolidation agreement, this area currently pays $\frac{1}{4}$ of the City's property tax rate until such time that these utilities are extended to within four hundred feet). Once City sanitary sewer and water utilities are extended to properties within Assessment District #2, they shall then be reclassified into Assessment District #1 and any future special assessment made in conjunction with improvements covered by this Section shall follow the applicable regulations for Assessment District #1.

12.2.05. Classification of Street Improvement Projects. Street improvement projects shall be divided into two classifications as specified in the following subdivisions and to property specially served by the improvement. The project classification shall depend on the designation of the particular street as either part of Cloquet's Municipal State Aid (MSA) street system or part of Cloquet's local street system.

Subd. 1. Construction or Reconstruction of MSA Routes. MSA routes shall refer to those City streets, under the ownership and jurisdiction of Cloquet, which have been specifically designated, by resolution of the City Council, in accordance with the "Rules and Regulations for State Aid Operations" under Minn. Stat., Chapters 161 and 162.

Subd. 2. Construction or Reconstruction of Non-MSA Routes. Non-MSA routes shall refer to those City streets, under the ownership and jurisdiction of Cloquet, which have not been specifically designated MSA routes in accordance with Subdivision #1 above.

12.2.06. Improvement or Reconstruction of MSA Routes.

Subd. 1. In General. The regulations and requirements of this Section shall apply to the improvement or reconstruction of all MSA routes as designated by the City Council and established for public travel.

Subd. 2. Curb and Gutter. When curb and gutter shall be installed in either new construction or reconstruction, 50% of its cost shall be assessed to the adjacent property on the basis of frontage.

Subd. 3. Sidewalks. The cost of sidewalk construction or reconstruction shall be paid for by the City at the time the entire street is constructed to State Aid standards with the use of State Aid funds. The cost of any sidewalk improvements, whether construction or reconstruction, not associated with a State Aid street project, shall be assessed 100% against the adjacent property on the basis of frontage.

Subd. 4. Pavement. When a street shall be paved or repaved, the abutting property shall be assessed on the basis of frontage, for the cost of a ten foot wide strip of bituminous surface constructed to a three inch thickness. The cost of the pavement in excess of the assessed twenty foot width shall be paid for by the City. If the street shall be paved with concrete or to standards higher than those the City would use for a typical residential street, all costs in excess of the three inch bituminous design shall be paid for by the City.

Subd. 5. Grading and Base Construction. All grading and gravel base construction or reconstruction costs shall be paid for by the City.

Subd. 6. Storm Sewers. All storm sewer construction or reconstruction costs shall be paid for by the City.

Subd. 7. Project Development, Design and Administrative Fees. The City may assess the cost of applicable project development, design and administrative fees associated with any assessed improvements.

Subd. 8. Miscellaneous Construction Costs. All miscellaneous street construction costs not specifically addressed by this Section shall be paid for by the City

Subd. 9. Corner Lots. In any assessment made on the basis of frontage for curbs, sidewalks and pavement installations, where these improvements are installed on both sides of a platted corner lot, these corner lots shall be assessed for the frontage of their short side plus 1/3rd the frontage of their long side. This adjustment shall not apply to lots, who because of their size could be subdivided into two or more buildable lots.

Subd. 10. Double Frontage Lots. In the case of double frontage lots where assessable street improvements are made along both the front and backyards of a single lot, double-frontage lots shall be assessed for one side only. This adjustment shall not apply to lots who's backyards front on an alley, or to lots who because of their size and lot depth could be subdivided into two separate buildable lots.

Subd. 11. Adjusted Frontage - Irregular Shaped Lots. When the amount of an assessment shall be determined by frontage, in the case of pie-shaped or irregular shaped lots, an equivalent assessable front footage shall be determined by dividing the square footage of the lot by the general lot depth of the subdivision.

Subd. 12. Special Cases. In special cases, the City Council may, by resolution, exempt certain properties from special assessments if the property shall be considered unsuitable for residential, commercial or industrial development or would otherwise not be benefited or improved by the installation of sanitary sewer or water utilities. As an alternative to assessing the cost of certain utility extensions on the basis of frontage, the City Council may elect to assess these improvements on a per connection or on a per lot basis. Furthermore, as an alternative to assessing the cost of certain utility extensions at the time of construction, the City Council may elect to establish utility connection fees to be charged to certain properties at their time of connection.

Subd. 13. Federal, State And County Aid Use. If the City shall receive financial assistance from the federal government, the State or the County to defray a portion of the cost of a particular street improvement, the aid shall be used first to reduce the share of the project cost which would be met from general City funds according to the assessment formulas contained in this Section. If such aid shall be more than the amount of the improvement cost to be borne by the City, the remainder of the aid so received shall be credited to the City's Permanent Improvement Fund.

Subd. 14. Minimum Project Assessable Cost. If a portion of a particular improvement shall be financed through special assessments as shall be provided for by this Section, under no circumstances shall the total project assessable cost be less than twenty percent (20%) of the total improvement cost. If in the use of the formulas as established by this Section, the total assessable cost for a particular improvement shall be less than twenty percent, the front foot assessment for each benefited parcel shall be adjusted so that a minimum of twenty percent of the total project cost shall be assessed.

12.2.07. Improvement or Reconstruction of Non-MSA Routes.

Subd. 1. In General. The regulations and requirements of this Section shall apply to the improvement or reconstruction of all Non-MSA routes as designated by the City Council and established for public travel.

Subd. 2. Curb and Gutter. When curb and gutter shall be installed in either new construction or reconstruction, in Assessment District #1, 50% of its cost shall be assessed to the adjacent property on the basis of frontage. In Assessment District #2, 100% of its cost shall be assessed to the adjacent property on the basis of frontage.

Subd. 3. Sidewalks. The cost of sidewalk construction or reconstruction shall be assessed 100% against the adjacent property on the basis of frontage.

Subd. 4. Pavement. When a street shall be paved or repaved, the abutting property shall be assessed on the basis of frontage. In Assessment District #1, the abutting property shall be assessed for the cost of a ten foot wide strip of bituminous surface constructed to a three inch thickness. In Assessment District #2, the abutting property shall be assessed for the cost of a twelve foot wide strip of bituminous surface constructed to a three inch thickness. The cost of the pavement in excess of the assessed widths shall be paid for by the City. If the street shall be paved with concrete or to standards higher than those the City would use for a typical residential street, all costs in excess of the three inch bituminous design shall be paid for by the City.

Subd. 5. Grading and Base Construction. All grading and gravel base construction or reconstruction costs shall be paid for by the City.

Subd. 6. Storm Sewers. All storm sewer construction or reconstruction costs shall be paid for by the City.

Subd. 7. Driveway Culverts. All required driveway culverts for newly constructed driveways or new homes shall be furnished, installed and paid for by either the developer or property owner.

Subd. 8. Alleys. In the case of alley construction or reconstruction, the cost of all grading and gravel base construction shall be paid for by the City. When an alley shall be paved, the abutting property shall be assessed, on the basis of frontage, for the full width of a bituminous surface constructed to a three inch thickness.

Subd. 9. Bituminous Overlays In Assessment District #1. In Assessment District #1, the cost of all bituminous pavement overlays on existing paved streets shall be paid for by the City.

Subd. 10. Bituminous Overlays In Assessment District #2. In Assessment District #2, the cost of all bituminous overlays on existing paved streets shall be assessed, on the basis of frontage, for a twelve foot wide strip of bituminous surface constructed to a one and one-half inch thickness. The cost of the pavement overlay in excess of the assessed twenty-four foot width shall be paid for by the City. For the purpose of determining the assessable cost of the twelve foot wide strip, the cost of any tack coat material, if applicable, shall be included. For the purpose of the assessment of bituminous overlays within Assessment District #2, the City shall establish a maximum assessed frontage of 200 feet for large unplatted property owned by a single owner. However, if the property has been subdivided or platted into smaller individual lots conforming to applicable zoning requirements and all of the lots exist under single ownership, the 200 foot maximum assessment shall not apply and the full frontage shall be assessed.

Subd. 11. Project Development, Design and Administrative Fees. The City may assess the cost of applicable project development, design and administrative fees associated with any assessed improvements.

Subd. 12. Miscellaneous Construction Costs. All miscellaneous street construction costs not specifically addressed by this Section shall be paid for by the City.

Subd. 13. Corner Lots. In any assessment made on the basis of frontage for curbs, sidewalks and pavement installations, where these improvements are installed on both sides of a platted corner lot, these corner lots shall be assessed for the frontage of their short side plus $1/3^{\text{rd}}$ the frontage of their long side. This adjustment shall not apply to lots, who because of their size could be subdivided into two or more buildable lots.

Subd. 14. Double Frontage Lots. In the case of double frontage lots where assessable street improvements are made along both the front and backyards of a single lot, double-frontage lots shall be assessed for one side only. This adjustment shall not apply to lots who's backyards front on an alley, or to lots who because of their size and lot depth could be subdivided into two separate buildable lots.

Subd. 15. Adjusted Frontage - Irregular Shaped Lots. When the amount of an assessment shall be determined by frontage, in the case of pie-shaped or irregular shaped lots, an equivalent assessable front footage shall be determined by dividing the square footage of the lot by the general lot depth of the subdivision.

Subd. 16. Special Cases. In special cases, the City Council may, by resolution, exempt certain properties from special assessments if the property shall be considered unsuitable for residential, commercial or industrial development or would otherwise not be benefited or improved by the installation of sanitary sewer or water utilities. As an alternative to assessing the cost of certain utility extensions on the basis of frontage, the City Council may elect to assess these improvements on a per connection or on a per lot basis. Furthermore, as an alternative to assessing the cost of certain utility extensions at the time of construction, the City Council may elect to establish utility connection fees to be charged to certain properties at their time of connection.

Subd. 17. Federal, State And County Aid Use. If the City shall receive financial assistance from the federal government, the State or the County to defray a portion of the cost of a particular street improvement, the aid shall be used first to reduce the share of the project cost which would be met from general City funds according to the assessment formulas contained in this Section. If such aid shall be more than the amount of the improvement cost to be borne by the City, the remainder of the aid so received shall be credited to the City's Permanent Improvement Fund.

Subd. 18. Minimum Project Assessable Cost. If a portion of a particular improvement shall be financed through special assessments as shall be provided for by this Section, under no circumstances shall the total project assessable cost be less than twenty percent (20%) of the total improvement cost. If in the use of the formulas as established by this Section, the total assessable cost for a particular improvement shall be less than twenty percent, the front foot assessment for each benefited parcel shall be adjusted so that a minimum of twenty percent of the total project cost shall be assessed.

12.2.08. Establishment and Construction of Streets Within Newly Established Subdivisions.

Subd. 1. In General. The regulations and requirements of this Section shall apply to all street and infrastructure improvements within new subdivisions, which shall be platted and formally accepted by the City after the effective date of this ordinance and shall require that developers finance and complete certain minimum improvements prior to acceptance by the City.

Subd. 2. Developer's Agreement Required. As part of the subdivision approval process, the owner's and developers of all new subdivisions shall enter into a written Developer's Agreement with the City, which will outline the conditions of approval of the proposed subdivision and minimum improvements to be completed prior to final acceptance of any and all infrastructure improvements related to the new development. Prior to the execution of the Developer's Agreement, the final subdivision plat cannot be recorded with the County Records Office.

Subd. 3. Storm Water Drainage and Erosion Control Plans. Prior to the acceptance of any newly dedicated streets within a new subdivision, the developers shall complete and pay for the cost of all required grading to provide for necessary storm water runoff in accordance with a written plan approved by the City. This shall include the furnishing and installation of any storm water treatment or detention ponds, necessary culverts and storm sewer related systems. Prior to the commencement of any site construction that would disturb more than one acre of land, the owner and contractor shall apply for and obtain the appropriate NPDES permits from the Minnesota Pollution Control Agency and provide a copy of the approved permits to the City. All storm water drainage systems and erosion control plans shall be developed and constructed in accordance with all other State and City rules.

Subd. 4. Street Grading and Base Construction. Prior to the acceptance of any newly dedicated streets, the developer shall complete and pay for the cost of all required street grading and gravel base construction in accordance with a written grading plan approved by the City.

Subd. 5. Street Signage. Prior to the acceptance of any newly dedicated streets, the developer shall complete and pay for the cost of all required street signage in accordance with a written sign plan approved by the City.

Subd. 6. Curb, Sidewalks and Pavement. In accordance with the Developer's Agreement, if curbs, sidewalks, pavement and other infrastructure improvements are not initially installed by the development, these improvements may take place at a later date upon the filing of a valid petition by the property owners residing within the subdivision. Upon approval of the City Council, the City will arrange for the completion of these improvements and the assessment of benefited properties in accordance with this Section and all other applicable State and City rules.

Subd. 7. Other Applicable Rules, Regulations and Ordinances. All development within new subdivisions shall be in conformance with the requirements of all other applicable State and City statutes, codes, rules regulations and/or ordinances, which are in effect at the time of development.

12.2.09. New Sanitary Sewer and Water Main Extensions.

Subd. 1. When new sanitary sewer and water mains are constructed or extended to properties previously unserved by these utilities, the cost of water mains not exceeding eight inches in diameter and of sanitary sewer mains not exceeding eight inches in diameter shall be assessed 100% against abutting property on the basis of frontage. The cost of water mains to be assessed shall include building water service lines if furnished, hydrants, valves and other related construction expenses. The cost of the sanitary sewer main to be assessed shall include all manholes, building sewer service lines and other related construction expenses. Assessments for both water and sanitary sewer extensions may also include related engineering design and construction costs.

Subd. 2. Intersections. In the case of new sanitary sewer and water main extensions, as covered under Subdivision 1 above, the cost of water and sewer improvements in street intersections shall be included as part of the total project cost in determining the assessable costs.

Subd. 3. New Sanitary Sewer Lift Station Installations. When a new sanitary sewer lift station shall be constructed to service an area previously unserved by sanitary sewer the cost of the lift station shall be assessed against the property actually benefited by the lift station.

Subd. 4. Corner Lots. In any assessment made on the basis of frontage for sanitary sewer and water extensions, where these improvements are installed on both sides of a platted corner lot, these corner lots shall be assessed for the frontage of their short side only or an equivalent front footage determined by dividing the square footage of the lot by the general lot depth of the subdivision where other rules do not apply. In no case shall the assessed frontage for corner lots be less than the average assessed frontage for other properties within the project.

Subd. 5. Double Frontage Lots. In the case of double frontage lots where assessable utility extension improvements are made along both the front and backyards of a single lot, double-frontage lots shall be assessed for one side only. This adjustment shall not apply to lots who's backyards front on an alley, or to lots who because of their size and lot depth could be subdivided into two separate buildable lots.

Subd. 6. Adjusted Frontage - Irregular Shaped Lots. When the amount of an assessment shall be determined by frontage, in the case of pie-shaped or irregular shaped lots, an equivalent assessable front footage shall be determined by dividing the square footage of the lot by the general lot depth of the subdivision.

Subd. 7. Project Development, Design and Administrative Fees. The City may assess the cost of applicable project development, design and administrative fees associated with any assessed improvements.

Subd. 8. Special Cases. In special cases, the City Council may, by resolution, exempt certain properties from special assessments if the property shall be considered unsuitable for residential, commercial or industrial development or would otherwise not be benefited or improved by the installation of sanitary sewer or water utilities. As an alternative to assessing the cost of certain utility extensions on the basis of frontage, the City Council may elect to assess these improvements on a per connection or on a per lot basis. Furthermore, as an alternative to assessing the cost of certain utility extensions at the time of construction, the City Council may elect to establish utility connection fees to be charged to certain properties at their time of connection.

Subd. 9. Federal, State And County Aid Use. If the City shall receive financial assistance from the federal government, the State or the County to defray a portion of the cost of a particular utility improvement, the aid shall be used first to reduce the share of the project cost which would be met from general City funds according to the assessment formulas contained in this Section. If such aid shall be more than the amount of the improvement cost to be borne by the City, the remainder of the aid so received shall be credited to the City's Sewer and or Water Enterprise funds.

Subd. 10. Minimum Project Assessable Cost. If a portion of a particular improvement shall be financed through special assessments as provided for by this Section, under no circumstances shall the total project assessable cost be less than twenty percent (20%) of the total improvement cost. If in the use of the formulas as established by this Section, the total assessable cost for a particular improvement shall be less than twenty percent, the front foot assessment for each benefited parcel shall be adjusted so that a minimum of twenty percent of the total project cost shall be assessed.

12.2.10. Sanitary Sewer and Water Main Reconstruction Projects.

Subd. 1. When existing City owned sanitary sewer and water mains are reconstructed, replaced or rehabilitated as a result of system age or deterioration, in areas that have already been previously serviced, a portion of the reconstruction cost shall be assessed against benefited abutting property on the basis of frontage. After completion of the project, the City Engineer shall recommend, and the City Council shall adopt by resolution, a Front Foot Assessable Cost which shall apply to that project. This Front Foot Assessable Cost shall be calculated and established in accordance with the following "Typical Design Assessment Formula" utilizing current unit construction prices as experienced during that year. If numerous reconstruction contracts are let during that year, average unit prices shall be calculated. In calculating the Front Foot Assessment, 50% of the Total Construction Cost, as established by the Typical Design Assessment Formula, shall be assessed against an Assessable Frontage of 864 feet. The Front Foot Assessment shall then be applied to all benefited properties in accordance with other applicable rules.

Typical Design Assessment Formula

Quantity	Item	Current Unit Price	Total
575 LF	8" PVC Sewer	@ \$	= \$
660 LF	6" DIP Water	@ \$	= \$
27 LF	4' Manhole	@ \$	= \$
2 EA	6" Valves	@ \$	= \$
1 EA	Hydrant	@ \$	= \$
3 EA	MH Castings	@ \$	= \$
75 CY	Rock Exc.	@ \$	= \$
200 CY	Gr. Bedding	@ \$	= \$
1 EA	Misc. Fittings	@ \$2,500	= <u>\$ 2,500</u>
TOTAL CONSTRUCTION COST -----			= \$
(Summation of Above)			

FRONT FOOT ASSESSMENT = (TOTAL CONSTRUCTION COST x 50%) + 864'

Subd. 2. Trunk Sanitary Sewer and Water Mains in Excess of Eight Inches. When trunk sanitary sewer mains shall be constructed or replaced in excess of eight inches in diameter, or trunk water mains shall be constructed or replaced in excess of eight inches in diameter, the abutting property shall be assessed for only the cost of the eight-inch mains. All costs in excess of an eight-inch installation shall be paid for by the City.

Subd. 3. Corner Lots. In any assessment made on the basis of frontage for sanitary sewer and water reconstruction, where these improvements are installed on both sides of a platted corner lot, these corner lots shall be assessed for the frontage of their short side only or an equivalent front footage determined by dividing the square footage of the lot by the general lot depth of the subdivision where other rules do not apply. In no case shall the assessed frontage for corner lots be less than the average assessed frontage for other properties within the project.

Subd. 4. Double Frontage Lots. In the case of double frontage lots where assessable utility reconstruction improvements are made along both the front and backyards of a single lot, double-frontage lots shall be assessed for one side only. This adjustment shall not apply to lots who's backyards front on an alley, or to lots who because of their size and lot depth could be subdivided into two separate buildable lots.

Subd. 5. Sewer and Water Service Line Replacement. In the case of sewer and water main reconstruction projects, the cost of individual water and sewer building service line replacement from the mains to the property line shall be paid for by the City up to a maximum footage of sixty feet and all other building service line replacement costs shall be borne by the property owner.

Subd. 6. Sanitary Sewer Lift Station Replacement Or Reconstruction. When an existing sanitary sewer lift station shall be constructed or replaced as a result of system age, deterioration, or overload, the cost of the lift station replacement shall be paid for by the City.

Subd. 7. Adjusted Frontage - Irregular Shaped Lots. When the amount of an assessment shall be determined by frontage, in the case of pie-shaped or irregular shaped lots, an equivalent assessable front footage shall be determined by dividing the square footage of the lot by the general lot depth of the subdivision.

Subd. 8. Project Development, Design and Administrative Fees. The City may assess the cost of applicable project development, design and administrative fees associated with any assessed improvements.

Subd. 9. Special Cases. In special cases, the City Council may, by resolution, exempt certain properties from special assessments if the property shall be considered unsuitable for residential, commercial or industrial development or would otherwise not be benefited or improved by the reconstruction of sanitary sewer or water utilities. As an alternative to assessing the cost of certain utility reconstruction projects extensions on the basis of frontage, the City Council may elect to assess these improvements on a per connection or on a per lot basis.

12.2.11. Deferral of Special Assessments for Seniors and Retired, Disabled Homeowners.

Subd. 1. Legislative Authority. Pursuant to Minnesota Statutes Section 435.193, the City Council may defer special assessments levied against the homestead property of a senior citizen or retired, disabled homeowner for whom it would be a hardship to make the annual payments. The City Council will act on all deferral requests once an application, as adopted by the City, has been completed.

Subd. 2. Eligibility For Deferral; Application: Any person sixty-five (65) years of age or older or retired due to total or permanent disability may apply for a deferral of special assessments, provided the following conditions are met:

- a. **Homestead:** The property being assessed must be the applicant's principal place of domicile. The Classification of the property as homestead on the County's tax rolls combined with the applicant's name being shown as owner shall be considered adequate proof that the property is the applicant's homestead.
- b. **Annual Gross Income:** The annual gross income of the applicant and spouse, according to their previous year's federal income tax return, plus their tax exempt income, does not exceed 110% of the federal poverty line as defined for Carlton County. If no such return was made, the City Administrator shall require the applicant to submit other pertinent information to show that this qualification is met.
- c. The average annual payment due, principal and interest for the assessments levied against the property exceeds three percent (3%) of the applicant's annual income as thus calculated. (i.e. \$10,000 income x 0.03 = \$300).
- d. The special assessments to be deferred exceed five thousand dollars (\$5,000).
- e. The total assets of the applicant and spouse, exclusive of the homestead, do not exceed thirty thousand dollars (\$30,000).
- f. The County Assessors market value of the applicant's homestead parcel shall not exceed one hundred thousand dollars (\$100,000)

- g. Parcels located within the F-R, Farm Residential, Zoning District must be five (5) acres or less in size. Parcels located within all other zoning districts must be less than one (1) acre in size.
- h. The applicant shall not have signed a petition for the improvement for which the assessment is proposed.
- i. The application, in a form prescribed by the City, shall be completed and filed annually with the City Administrator not later than August 31 of each year. The City Administrator will verify that the applicant meets the above conditions. Any additional forms required by the County for recording the deferral shall also be completed.
- j. Exceptional and Unusual Circumstances. Notwithstanding the foregoing provisions of this subsection, the City Council may consider exceptional and unusual circumstances pertaining to an applicant not covered by the above standards; but any determination shall be made in a nondiscriminatory manner and shall not give the applicant an unreasonable preference or advantage over other applicants.

Subd. 3. Interest on Deferred Assessments: All deferred assessments shall be subject to and charged simple interest at the rate established by the City Council in the resolution adopting the assessment roll. This interest shall accrue over the life of the assessment. No interest shall accrue past the date at which the assessment would have been fully paid if not deferred.

Subd. 4. Termination of Deferral Status: It shall be the duty of the applicant, his/her heirs or legal representative to notify the City Administrator of any changes in status which affect the eligibility for the deferral. Special assessments deferred pursuant to the eligibility requirements set forth herein shall terminate and become payable, together with accumulated interest, upon the occurrence of any one of the following events:

- a. Transfer of Ownership: The property is sold, transferred, subdivided or in any way conveyed to another by the individual for whom the deferral was granted.
- b. Death of Owner: The death of the owner qualified for the deferral, unless a surviving joint tenant or tenant in common is eligible for the deferral benefit provided herein.
- c. Loss of Homestead Status: The property loses its homestead status for any reason.
- d. No Hardship: The City Council determines that there would be no hardship to require an immediate or partial payment.

Subd. 5. Disability: Retirement by reason of permanent and total disability shall be deemed prima facie to exist when the applicant presents a sworn affidavit by a licensed medical doctor attesting that the applicant is unable to be gainfully employed because of a permanent and total disability in any occupation for which he/she may be qualified.



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator (P)
Date: March 9, 2015

ITEM DESCRIPTION: Appointment of Waterfront Committee Representative

Proposed Action

Staff recommends that the City Council consider the appointment of Clarence Badger 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.

In efforts to engage the community and key stakeholders to identify a consensus plan, the City established a Waterfront Committee. The City has received one additional application of interest from Clarence Badger to serve on this Committee. As the work of the Committee has not started there is opportunity for one additional person to be added to the Committee.

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

- Application.

City of Cloquet
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St. Louis River
Waterfront Committee Application

Applicant Name: CLARENCE BADGER

How long have you lived in Cloquet? 75 YEARS Years/Months

What other Cloquet community activities have you been involved in?

TEACHER, ACTIVE IN LOCAL POLITICS, KIWANIS
DEVELOPER IN CLOQUET

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

FAMILIARITY WITH CLOQUET OVER 75 YEARS

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

NONE

Why do you wish to serve on the Task Force?

LOOKING FORWARD TO ANY AND ALL IMPROVEMENTS
TO YOUTH PROGRAMS & ACTIVITIES IN CLOQUET

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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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: March 10, 2015

ITEM DESCRIPTION: 2015 Employee Pay Plan

Proposed Action

Staff recommends the City Council move to approve the 2015 Pay Plan effective retroactive to 01/01/15.

Background/Overview

Previously, the City Council has taken action on the 2015-17 salary adjustments for the AFSCME union employees as part of its negotiated bargaining contracts. The City Council is still negotiating with the Teamster union its 2015 labor agreement. The City Council should now consider adjustments for the non-union employees as part of the 2015 Pay Plan.

Attached the City Council will find the proposed 2015 Pay Plan which is consistent with the wage settlement included in the bargaining agreement as well as the 2015 budget. The 2015 budget assumed wage increases averaging 2.0%. The proposed pay plan is consistent with the AFSCME settlement in that it adds a new step 8 and step 9 and includes a 0% COLA in 2015.

Actual wage adjustments for the non-union staff in 2015 will be addressed with the individual employees as part of their 2014 performance evaluations and consistent with the 2015 adopted budget.

Policy Objectives

The City must stay in compliance with the Minnesota Pay Equity Act. This Act requires that each local government analyze its pay structure for evidence of inequities. The City is required to report its wage and benefit results to the State of Minnesota every three years to assume that it is in compliance with this Act. With the larger number of positions within the AFSCME group settled, it is appropriate that for pay equity purposes the non-union group also see its portion of the Pay Plan adjusted in a similar fashion.

Financial/Budget/Grant Considerations

None beyond those already identified in the adopted 2015 budget.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- 2015 Pay Plan.

City of Cloquet
Compensation Plan - 2015 (Two Steps Added - No COLA)
 AFSCME and NON-UNION

Pts	Grade	Step									
		1	2	3	4	5	6	7	8	9	
0	-14	1	22,118.90	22,893.07	23,694.32	24,523.62	25,381.95	26,270.32	27,189.78	28,141.42	29,126.37
15	-31	2	23,446.04	24,266.65	25,115.98	25,995.04	26,904.87	27,846.54	28,821.17	29,829.91	30,873.96
32	-49	3	24,852.80	25,722.65	26,622.94	27,554.74	28,519.16	29,517.33	30,550.44	31,619.70	32,726.39
50	-68	4	26,343.97	27,266.01	28,220.32	29,208.03	30,230.31	31,288.37	32,383.46	33,516.88	34,689.98
69	-88	5	27,924.61	28,901.97	29,913.54	30,960.51	32,044.13	33,165.67	34,326.47	35,527.90	36,771.37
89	-110	6	29,600.08	30,636.09	31,708.35	32,818.14	33,966.78	35,155.61	36,386.06	37,659.57	38,977.66
111	-133	7	31,376.09	32,474.25	33,610.85	34,787.23	36,004.78	37,264.95	38,569.22	39,919.15	41,316.32
134	-157	8	33,258.65	34,422.71	35,627.50	36,874.46	38,165.07	39,500.85	40,883.38	42,314.29	43,795.30
158	-182	9	35,254.17	36,488.07	37,765.15	39,086.93	40,454.97	41,870.90	43,336.38	44,853.15	46,423.01
183	-210	10	37,369.42	38,677.35	40,031.06	41,432.15	42,882.27	44,383.15	45,936.56	47,544.34	49,208.39
211	-240	11	39,611.59	40,997.99	42,432.92	43,918.08	45,455.21	47,046.14	48,692.76	50,397.00	52,160.90
241	-272	12	41,988.28	43,457.87	44,978.90	46,553.16	48,182.52	49,868.91	51,614.32	53,420.82	55,290.55
273	-306	13	44,507.58	46,065.35	47,677.63	49,346.35	51,073.47	52,861.04	54,711.18	56,626.07	58,607.98
307	-342	14	47,178.04	48,829.27	50,538.29	52,307.13	54,137.88	56,032.71	57,993.85	60,023.64	62,124.46
343	-378	15	50,008.72	51,759.02	53,570.59	55,445.56	57,386.15	59,394.67	61,473.48	63,625.05	65,851.93
379	-416	16	53,009.24	54,864.56	56,784.82	58,772.29	60,829.32	62,958.35	65,161.89	67,442.56	69,803.05
417	-456	17	56,189.80	58,156.44	60,191.91	62,298.63	64,479.08	66,735.85	69,071.60	71,489.11	73,991.23
457	-498	18	59,561.18	61,645.82	63,803.43	66,036.55	68,347.83	70,740.00	73,215.90	75,778.46	78,430.70
499	-542	19	63,134.85	65,344.57	67,631.63	69,998.74	72,448.70	74,984.40	77,608.86	80,325.17	83,136.55
543	-588	20	66,922.94	69,265.25	71,689.53	74,198.67	76,795.62	79,483.47	82,265.39	85,144.68	88,124.74
589	-639	21	70,938.32	73,421.16	75,990.90	78,650.59	81,403.36	84,252.47	87,201.31	90,253.36	93,412.22
640	-694	22	75,194.62	77,826.43	80,550.36	83,369.62	86,287.56	89,307.62	92,433.39	95,668.56	99,016.96
695	-751	23	79,706.30	82,496.02	85,383.38	88,371.80	91,464.81	94,666.08	97,979.39	101,408.67	104,957.97
752	-812	24	84,488.68	87,445.78	90,506.38	93,674.11	96,952.70	100,346.04	103,858.16	107,493.19	111,255.45
813	-877	25	89,558.00	92,692.53	95,936.76	99,294.55	102,769.86	106,366.81	110,089.64	113,942.78	117,930.78
878	-946	26	94,931.48	98,254.08	101,692.97	105,252.22	108,936.05	112,748.81	116,695.02	120,779.35	125,006.63
947	-1019	27	100,627.37	104,149.32	107,794.55	111,567.36	115,472.22	119,513.74	123,696.72	128,026.11	132,507.02



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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator (B)
Date: March 9, 2015

ITEM DESCRIPTION: Supporting Increase in City LGA Appropriation

Proposed Action

Staff recommends that the City Council move to adopt **RESOLUTION NO. 15-23, A RESOLUTION SUPPORTING LOCAL GOVERNMENT AID APPROPRIATION.**

Background/Overview

The Coalition of Greater Minnesota Cities (CGMC) has asked its member cities for demonstrated support for legislation related to Local Government Aid (LGA). The resolution would support House File 685 and Senate File 874 which would increase the total City appropriation in future years.

LGA is a critical component of funding local government operations. LGA is used for a wide variety of local purposes including infrastructure and critical services like police protection, snow removal and libraries.

In 2013, LGA got a much needed boost when the legislature reformed the program's formula and increased funds to aid communities in their recovery from the great recession. However, these changes still have not resulted in the recovery of LGA from the devastating cuts made in the early and mid-2000's. Annually, the City of Cloquet currently receives \$2.3 million as compared to the \$3.6 million it received at that time. The total appropriation for LGA statewide is \$519,398,000 and under the Bill would increase to \$540,970,000 for 2016 and to \$564,982,145 in 2017. Under the Bill, the City's share would increase from \$2.356 million to \$2.446 million in 2016 and \$2.549 million in 2017.

The City Council is under no obligation to pass the attached resolution. The CGMC has asked for our support with the Bill and with our area legislators.

Policy Objectives

The City Council has long been supportive of increases in LGA to assist with the implementation of services as identified as priorities by the Council. Former Mayor Ahlgren was a longtime advocate in St. Paul for such funding increases at the request of the Council.

Financial/Budget/Grant Considerations

None.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Resolution No. 15-23.

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

RESOLUTION NO. 15-23

**A RESOLUTION SUPPORTING
LOCAL GOVERNMENT AID APPROPRIATION**

WHEREAS, LGA is a vital state-funded property tax aid and equalization program that restrains the growth of local property taxes through the distribution of state funding to cities based on an objective formula of needs; and

WHEREAS, LGA seeks to equalize the vastly different tax bases of property-poor and property-wealthy cities ensuring Minnesotans have the required city services necessary for a good quality of life and public safety; and

WHEREAS, LGA has positively assisted recovery from the Great Recession by allowing critical reinvestments in infrastructure necessary to economic growth and the hiring and maintaining of essential staff positions to ensure effective and efficient administration of local government; and

WHEREAS, LGA has favorably affected communities, including the City of Cloquet, by allowing the City to pursue a variety of capital equipment and infrastructure improvements.

WHEREAS, H.F. 685 and S.F. 874 have been introduced with bipartisan authorship and support to increase LGA funding by \$45.5 million by 2017, restoring it to its 2002 level.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City of Cloquet urges the Legislature to pass H.F. 685 and S.F. 874 and include the funding for these Bills in the state's budget.

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

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator