



CITY OF CLOQUET
City Council Agenda
Tuesday, August 18, 2015
7:00 p.m.
City Hall Council Chambers

CITY COUNCIL WORK SESSION

5:30 p.m. CGMC Annual Update – Bradley Peterson
6:15 p.m. Strategic Plan Review
6:55 p.m. Future Work Session Agenda Items
2016-2020 Draft CIP and 2nd Run Up of Preliminary Budget
(at conclusion of the regular meeting)

1. **Roll Call**
2. **Approval of Agenda**
 - a. Approval of August 18, 2015 Council Agenda
3. **Approval of Council Minutes**
 - a. Work Session Minutes from the August 4, 2015 meeting
 - c. Regular Council Minutes from the August 4, 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. 15-66, Authorizing the Payment of Bills and Payroll
 - b. Resolution No. 15-67, Adopting and Confirming Special Assessments For Delinquent Utilities
5. **Public Hearings**
 - a. Now is the time and place for the public hearing on the proposed improvement of West I-35 Frontage Road (South Highway 33) from Moorhead Road north to Highway 33.
 - Resolution No. 15-68, A Resolution Ordering the Improvement and Preparation of Plans and Specifications for the 2015 Paving of the West I-35 Frontage Road (South Highway 33) From Moorhead Road, North Approximately 1 Mile to Highway 33.
6. **Presentations**

None.



CITY OF CLOQUET
City Council Agenda
Tuesday, August 18, 2015
7:00 p.m.
City Hall Council Chambers

7. Council Business

- a. Cable TV Franchise Agreement Renewal
 - Ordinance No. 451A, An Ordinance amending City Code 11.8 Renewing the Contract of a Franchise Agreement to Mediacom Minnesota, LLC., to Operate and Maintain a Cable Television System in the City of Cloquet Setting Forth Conditions Accompanying the Grant of the Franchise; Providing for the Regulations and Use of the System; Prescribing Penalties for the Violation of its Provisions; and Replacing Ordinance No's 223A and 289A.
- b. Adoption of City Strategic Plan
- c. Sale of Tax Forfeited Land
- d. City Council iPad Use Policy
- e. National Night Out Donation Acknowledgement and Recognition
- f. Grader Purchase Authorization
- g. Lumberjack Lounge Beer and On-Sale Liquor Sales
- h. Dechlorination Building Project Bid Authorization

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

CLOQUET CITY COUNCIL WORK SESSION

Tuesday, August 4, 2015, 5:30 p.m.

Meeting Minutes

Present: Bjerkness, Kolodge, Maki, Rock and Mayor Hallback

Absent: Langley, Wilkinson

Staff: Fritsinger, Klassen, C. Peterson, Lukarilla, Stracek

Other: Jamie Lund, Pine Journal, DuWayne Jones and Bruce Schwartzman, BKV via telephone

FACILITY STUDY REVIEW

City Administrator, Brian Fritsinger, began by providing a brief review that the purpose of tonight's discussion is to receive the final facilities report. He introduced DuWayne Jones and Bruce Schwartzman who will review the Executive Summary and key recommendations of the study. He encouraged the Council to ask any questions that they have.

Mr. Schwartzman began with a review of the Executive Summary by reviewing the building assessments and maintenance needs and estimates. He indicated that the maintenance needs only address maintenance needs but don't address space needs or challenges in departments. He suggested that only critical issues of maintenance be addressed before final determination is made on the final building plan.

Councilor Bjerkness questioned if the plan shows priorities related to maintenance. Mr. Schwartzman indicated the study does not prioritize those maintenance items.

Mr. Schwartzman then reviewed recommendations for each of the buildings included in the study and the priority of each project.

Finally, Mr. Schwartzman reviewed the Tax Impact Analysis for each of the projects.

Other questions included:

- Why are school costs on average so much cheaper than it is for City projects? Partially due to the state assisting financially on new construction projects.
- Does the study include the operation and maintenance costs of more square footage of buildings? The study does not. Mr. Schwartzman did not feel that there would be any operational or maintenance cost increases associated with any of these projects.

Mr. Fritsinger summarized that he would like the Council to carefully consider the contents of the study and forward any questions or comments they may have to him. The Council will be asked to accept the study as part of the regular meeting. However, that acceptance does not in any way commit the City to undertaking or implementing any aspect of the study. The Council will need to continue discussions on implementation as we move forward.

There being no further business, the meeting adjourned at 6:50 p.m. The Council reconvened the meeting at 7:45 p.m. to continue discussion on the 2016 preliminary budget.

2016 Preliminary Budget

Mr. Fritsinger handed out the first working draft of the 2016 preliminary budget. This document combines the general changes, assumptions, and areas of discussion for the budget by department.

- The Council discussed the request for a one-time donation to Friends of Animals. The Council agreed that providing a write-off of utility fees was inappropriate. The Council expressed a number of concerns about FOA operation and if the City were to provide a donation, how such a donation can be linked to performance or financial need. No final direction was determined.
- The Council indicated support for the benefit of the Events Coordinator position for the community in 2015. No feedback on additional monies for 4th of July activities.
- Clean Up Day may need to be reorganized or eliminated. Some thoughts are that with the changes at the County Landfill, more people are using the landfill and less are taking part in Clean Up Day. No direction on its inclusion in the budget.
- Council I-Pads were discussed in detail. Policy issues related to service provider, repair and replacement and other items need to be clarified. Council indicated it wants to proceed with this as soon as possible. Ms. Lukarilla and Mr. Stracek noted there are government pricing plans available. Staff will revisit the policy and bring back to Council.
- The Council indicated it would like to continue with flower program. Concerns addressed about the condition of the flowers as the season has progressed. There is still an interest in flowers on all four corners of intersections.
- The Council discussed the broader issues impacting the proposed budget and other items that need further exploration. Mr. Fritsinger asked that the Council continue to consider these items and be prepared to discuss further during the upcoming meetings.

There being no further business, the meeting adjourned at 9:25 p.m.

Respectfully Submitted:

Brian Fritsinger
City Administrator

Regular Meeting

Roll Call

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

Councilors Absent: Wilkinson

AGENDA

MOTION: Councilor Rock moved and Councilor Langley seconded the motion to approve the August 4, 2015 agenda. The motion carried unanimously (6-0).

MINUTES

MOTION: Councilor Langley moved and Councilor Maki seconded the motion to approve the minutes of the work session and regular meeting of July 21, 2015. The motion carried unanimously (6-0).

CONSENT AGENDA

MOTION: Councilor Bjerkness moved and Councilor Maki seconded the motion to adopt the consent agenda of August 4, 2015 approving the necessary motions and resolutions. The motion carried unanimously (6-0).

- a. Resolution No. 15-60, Authorizing the Payment of Bills and Payroll
- b. New Therapeutic Massage Therapist License – Patricia Jensen

PUBLIC HEARING – WELLHEAD PROTECTION PLAN PART II

Mayor Hallback announced that now is the time and place for the public hearing to consider the Amendment to the City’s Wellhead Protection Plan. Sue Wojtkiewicz of SEH Consultants provided a handout and overview of the plan. With no comments from the public, the hearing was closed.

MOTION: Councilor Bjerkness moved and Councilor Rock seconded the motion to accept the 2015 Amendment to the City’s Wellhead Protection Plan Part II. The motion carried unanimously (6-0).

PRESENTATIONS

There were none.

ANNUAL LABOR DAY CELEBRATION

MOTION: Councilor Kolodge moved and Councilor Rock seconded the motion to approve the closure of Cloquet Avenue for the parade, the closure of Avenue C and 13th Street for the car show, the closure of 14th Street, and the use of Veteran’s park, including the waiver of the rental fee, for amusement purposes for area youth as detailed in the July 23, 2015 letter from the Central Labor Body. The motion carried unanimously (6-0).

VFW STREET BLOCK PARTY

MOTION: Councilor Langley moved and Councilor Rock seconded the motion to allow for the sale of beer through the VFW’s existing On-Sale Liquor License in its parking lot; the closure of Vine Street for pedestrian safety; and, to hold a dance/live music on September 4, 2015 subject to the following conditions:

- Notification of event to neighbors.
- Fencing of the area that the event is to be held.
- Organizers meet with police department prior to the event to discuss, identify, and address any other issues of concern.

- The VFW provide security and as required under City Code, pay for two police officers to be present during the event.
- The hours of the event be limited to 4:00 p.m. to 1:00 a.m.
- The provision of a certificate of insurance providing evidence of coverage within the parking lot and further identifying the City as an additional insured.

The motion carried unanimously (6-0).

TEMPORARY ON-SALE LIQUOR LICENSE – REACH, INC.

MOTION: Councilor Rock moved and Councilor Kolodge seconded the motion to approve the application from REACH, Inc., Mentoring Program for the issuance of a Temporary On-Sale Liquor License for a dance event to be held at the National Guard Armory, 801 Hwy 33 South, on September 5, 2015. The motion carried unanimously (6-0).

ACCEPTANCE OF CITY FACILITIES MASTER PLAN

MOTION: Councilor Langley moved and Councilor Maki seconded the motion to accept the City Facilities Master Plan and Space Analysis as presented by BKV Group. The motion carried unanimously (6-0).

ADOPTION OF CITY STRATEGIC PLAN

MOTION: Councilor Kolodge moved and Councilor Langley seconded the motion to table the action of adopting the City Strategic Plan to allow further discussion at the August 18th Work Session meeting. The motion carried unanimously (6-0).

HILLTOP PARK IMPROVEMENTS BID AWARD

MOTION: Councilor Rock moved and Councilor Langley seconded the motion to adopt **RESOLUTION NO. 15-57, A RESOLUTION AWARDDING BID FOR 2015 PARK IMPROVEMENTS AT HILLTOP PARK.** The motion carried unanimously (6-0).

WHEREAS, The Park Commission has identified the development of a fourth athletic field at Hilltop Park as a priority improvement; and

WHEREAS, Heavy use of the existing fields has caused maintenance challenges for the City; and

WHEREAS, The Park Master Plan identifies field, disc golf, and playground development as future uses at Hilltop Park; and

WHEREAS, \$150,000 was included as part of the 2015 budget to complete said improvements; and

WHEREAS, On July 7, 2015, the City Council authorized staff to seek bids for the proposed improvements; and

WHEREAS, The City of Cloquet solicited and received the following bids for the project:

<u>Bidder</u>	<u>Bid Amount</u>
Land Logic, Inc.	\$ 73,730.18
Kiminski Paving	113,623.29
Ulland Brothers, Inc.	102,450.00

AND WHEREAS, The apparent low bid from Land Logic was found to meet the minimum bid requirements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the bid from Land Logic in the amount of \$73,730.18 is hereby accepted.

FRIENDS OF ANIMALS FUNDING REQUEST

MOTION: Councilor Bjerkness moved and Council Maki seconded the motion to table this item for further discussion as part of the City's budget work session discussion. The motion carried unanimously (6-0).

PUBLIC COMMENTS

There were none.

COUNCIL COMMENTS/UPDATES

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

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: Nancy Klassen, Finance Director
Reviewed by: Brian Fritsinger, City Administrator 
Date: August 11, 2015

ITEM DESCRIPTION: Certification of Utility Bills

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 15-67, ADOPTING AND CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT UTILITIES.**

Background/Overview

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

Policy Objectives

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

Financial/Budget/Grant Considerations

Collection of delinquent utility bills and miscellaneous property charges through the 2016 property tax statements. See attached listing for amount certified.

Advisory Committee/Commission Action

Not applicable.

Supporting Documentation Attached

- Resolution 15-67.
- Listing of delinquent bills to be certified to Carlton County.

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

RESOLUTION NO. 15-67

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

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

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

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

WHEREAS, There were no oral or written objections received.

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

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

BE IT FURTHER RESOLVED, That the City Administrator be authorized and directed to transmit to the County Auditor a certified duplicate of the assessment roll to be extended upon the property tax lists of the County and the County Auditor shall collect said special assessments with taxes levied in 2015, payable in 2016.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 18TH DAY OF AUGUST, 2015.**

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator

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

I, Brian Fritsinger, City Administrator of the City of Cloquet, Minnesota, pursuant to Chapter 364 of the Laws of Minnesota for 1909, and Amendments thereto, and pursuant to resolution of the City Council of the City of Cloquet, passed August 18, 2015,

HEREBY CERTIFY, That there is remaining in my office unpaid and for collection the following Utility Bills for the 2016 Real Estate Tax payments, against the following lots and tracts of land in the following amounts to-wit:

<u>Parcel ID</u>	<u>Property Address</u>	<u>Account Number</u>	<u>Bill Amount</u>	<u>Collection Fee</u>	<u>Total Certified</u>
06-110-3020	201 18th St	0118015200-03	\$ 128.81	\$ 25.00	\$ 153.81
06-255-0100	415 8th St	0124002600-05	31.80	25.00	56.80
06-275-1460	915 Cloquet Ave	0126007400-06	314.20	25.00	339.20
06-065-0860	609 Sunnyside Dr	0126012725-10	108.23	25.00	133.23
06-110-0960	15 17th St	0118012000-06	18.30	25.00	43.30
06-275-2100	1013 1/2 Cloquet Ave	0126006800-20	212.82	25.00	237.82
06-510-2424	605 North Road	0111015700-02	52.21	25.00	77.21
06-110-1720	103 17th St/Apt 1 - Downstairs	0118011500-13	35.45	25.00	60.45
06-110-3020	201 18th St	0118015200-04	257.13	25.00	282.13
			<u>257.13</u>	<u>25.00</u>	<u>282.13</u>
	Total		\$ <u>1,158.95</u>	\$ <u>225.00</u>	\$ <u>1,383.95</u>



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REQUEST FOR COUNCIL ACTION

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

ITEM DESCRIPTION: 2015 Pavement Improvement to the West I-35 Frontage Road (South Highway 33) from Moorhead Road, north to Highway 33.

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION 15-68, ORDERING THE IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2015 PAVING OF THE WEST I-35 FRONTAGE ROAD (SOUTH HIGHWAY 33) FROM MOORHEAD ROAD, NORTH APPROXIMATELY 1 MILE TO HIGHWAY 33**

Background/Overview

As part of the City's 5-Year Capital Improvement Program (CIP) and approved budget, plans are proposed to replace the existing bituminous pavement on the frontage road along the west side of Interstate Highway I-35 from the Moorhead Road, north one mile to its connection with Highway 33. This frontage road was turned back to the City of Cloquet by the MN Department of Transportation back in 1994 and since then has been maintained as a City Street. With the construction of a new rear entrance off of Moorhead Road to the Black Bear Casino several years ago, traffic volumes on the frontage road have picked up considerably to where they now approach 2,500 vehicles per day. The condition of the existing bituminous pavement has been showing signs of distress for several years and now needs to be overlaid or replaced.

The roadway was last overlaid by the State prior to turning it over to the City twenty years ago. Under normal circumstances, a new mill and overlay would be in order whereby two inches of the existing pavement would be milled (ground off) and then replaced with a new two inch layer of blacktop. Due to the pavement's current condition and the amount of pavement cracking that has occurred, an additional overlay is not recommended. Instead, the engineer's office is proposing to grind and reclaim the existing pavement, mix it with the underlying gravel base and then place a new 3-1/2" thick bituminous pavement. Currently the pavement is 32 feet wide and it is proposed to be widened to 34 foot to better accommodate pedestrians and bicyclists.

Preliminary plans for the project have been prepared and in accordance with MN Statutes Chapter 429 the City Council is required to schedule and give notice of a Public Hearing on the proposed improvement. During this meeting, the Council will take formal public input to assist them in their decision as to how the City should proceed. Because this improvement is being initiated by the City, in accordance with MN Statutes, a minimum six-sevenths (6/7) approval vote of the city council will be required for the project to proceed.

Policy Objectives

To advance proposed capital improvement projects but prior to approval formal public comments will be taken in reference to the proposed improvement.

Financial/Budget/Grant Considerations

The approved 2015 CIP and budget include an estimated cost for this project of \$385,000, which would come from the Permanent Improvement Fund.

In accordance with Chapter 12 of the current City Code, a portion of the construction costs could be assessable to individual properties along the project route, depending on how the applicable sections of Chapter 12 are interpreted and applied to this project. The I-35 frontage road has been designated by the City as a Municipal State Aid (MSA) Route because of its regional importance and higher traffic volumes. **Section 12.2.06** of the Code addresses the **“Improvement or Reconstruction of MSA Routes.”**

According to Section 12.2.06, Subdivision 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. 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.”

This would amount to approximately \$17 per front foot and would be multiplied by a lot's frontage along the roadway.

As indicated above, under normal circumstances, a mill and overlay of the existing pavement would be in order whereby two inches of the existing pavement would be milled (ground off) and then replaced with a new two inch layer of blacktop. Unfortunately Section 12.2.06 does not specifically address pavement overlay projects on MSA routes, and for that reason it is this author's assumption that overlays on MSA routes would not be assessed.

Due to the pavement's current condition and the amount of pavement cracking that has occurred, an overlay is not recommended and instead, the engineer's office is proposing to reclaim the existing pavement, mix it with the underlying gravel base and then place a new 3-1/2" thick bituminous surface. *Question: Does this project then constitute a repavement rather than an overlay?* If so, then Section 12.2.06, Subdivision 4 would apply. If the proposed project were to be considered as an overlay, then such a project on an MSA route would not be assessable.

Although the purpose of the August 18th Public Hearing is not to specifically address final assessments associated with this project, it is certainly an issue that is foremost on the minds of the property owners along the project route. Such assessments on this particular project are further controversial due to the fact that the majority of the traffic served by this roadway is not local traffic. The purpose of the August 18th Public Hearing, however, is to determine if the City should proceed with the improvement as proposed by the Engineer or some variation thereof. Final assessment hearings (if any) would be scheduled for a later date sometime after completion of the project.

If so directed by the City Council to proceed, the Engineer's Office is prepared to complete final construction plans within a week. Because of the lateness in the construction season, however, it is anticipated that a final contract could not be completed until sometime in early October. For this reason, it is recommended the project specifications be structured to require a completion date of early summer 2016. In reviewing recent paving bids obtained by Carlton County last fall, they were able to obtain some very competitive bids and at a significant savings.

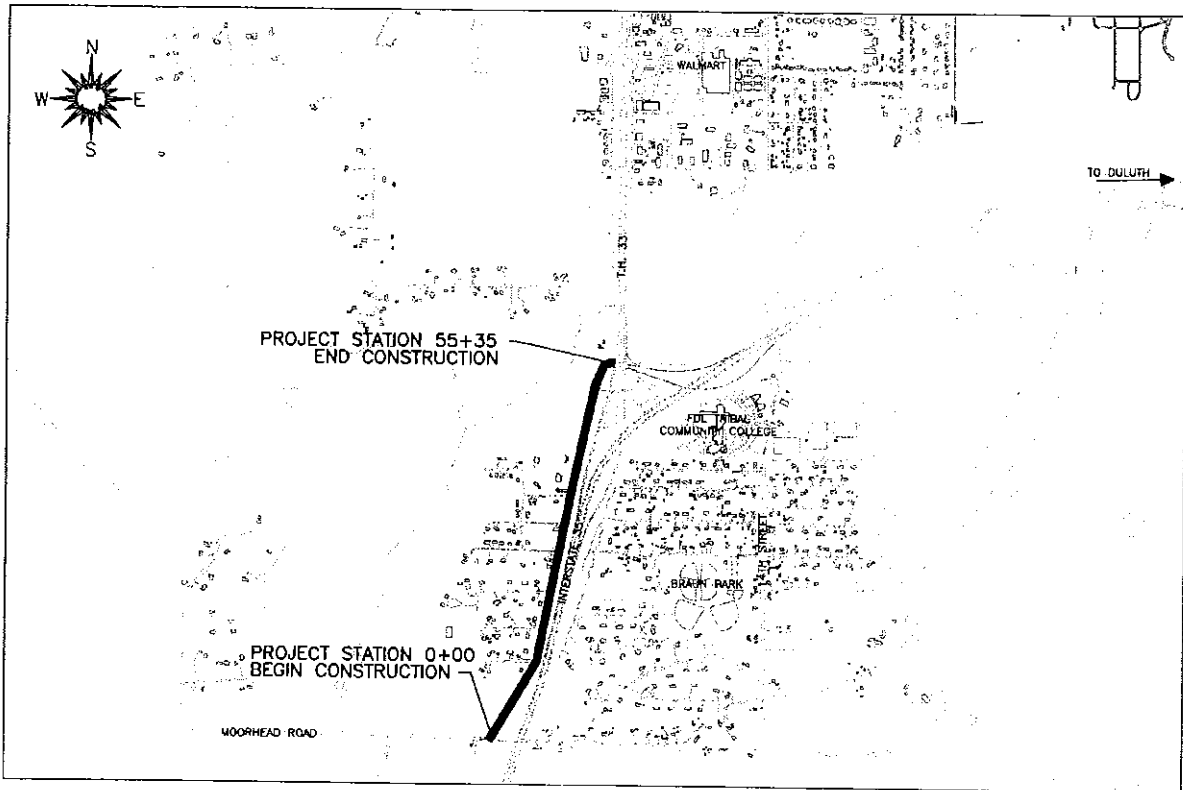
Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Resolution 15- 68
- Map of project area

Map of Project Area



West I-35 Frontage Road (South Highway 33)
From Moorhead Road, North 1 Mile to Highway 33

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

RESOLUTION NO. 15- 68

**RESOLUTION ORDERING THE IMPROVEMENT AND PREPARATION OF PLANS
AND SPECIFICATIONS FOR THE 2015 PAVING OF THE WEST I-35 FRONTAGE
ROAD (SOUTH HIGHWAY 33) FROM MOORHEAD ROAD, NORTH
APPROXIMATELY 1 MILE TO HIGHWAY 33.**

WHEREAS, The City has proposed to completed a roadway pavement improvement on the West I-35 Frontage Road (South Highway 33) from Moorhead Road, north one mile to Highway 33; and

WHEREAS, A resolution of the Council adopted July 21, 2015, set a date for a Council hearing on the proposed improvement; and

WHEREAS, minimum of ten days mailed notice and two weeks published notice of the hearing was given and the hearing was held thereon on the 18th day of August 2015, at which time all persons desiring to be heard were given an opportunity to be heard.

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

1. Such improvement is necessary, cost effective, and feasible as detailed in the City's feasibility study.
2. The City Engineer is hereby designated as the engineer for this improvement and shall prepare plans and specifications for the making of such improvement.
3. Such improvement is hereby ordered and the City Engineer is hereby authorized to solicit bids for construction.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 18TH DAY OF AUGUST, 2015.**

ATTEST:

Dave Hallback, Mayor

Brian Fritsinger, City Administrator



ADMINISTRATIVE OFFICES

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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: August 12, 2015

A handwritten signature in black ink, appearing to be "BF", enclosed in a circular scribble.

ITEM DESCRIPTION: Cable Television (Mediacom) Franchise Agreement

Proposed Action

Staff recommends that the City Council move to adopt **ORDINANCE NO. 451A, AN ORDINANCE AMENDING CITY CODE 11.8 RENEWING THE CONTRACT OF A FRANCHISE AGREEMENT TO MEDIACOM MINNESOTA, LLC., TO OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF CLOQUET SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS; AND REPLACING ORDINANCE NO's 223A AND 389A** subject to minor modifications as approved by the City Attorney.

Background/Overview

The City currently has electricity, natural gas and cable television franchise agreements with MN Power, Minnesota Energy, and Mediacom respectively. The current franchise with Mediacom expires August 31, 2015. Staff has been working with the company to negotiate a new franchise.

In 1995, the City entered into a fifteen (15) year franchise agreement with Northland Cable Vision for the development and operation of a local cable company. Subsequently, this franchise was sold to Mediacom who continues to operate under the terms of the original agreement.

The City of Cloquet, Scanlon, and Thomson Township are all collectively part of the Cloquet Franchise Agreement. The City utilizes a Cable Commission made up of representatives of each of these committees to oversee the terms of the agreement. The City of Carlton has also historically been a partner in this agreement.

The current franchise expired on August 4, 2010. The City and the company entered a five (5) year extension in 2011 and another extension in 2015 which is set to expire August 31, 2015.

Summary of Franchise Renewal Terms

The following are some of the key terms of the proposed renewal:

1. Terms – The term will run from the effective date for fifteen (15) years.
2. Public, Educational and Government (PEG) Access – Mediacom will reserve and dedicate two (2) downstream channels on the cable system for PEG use. The City currently only utilizes Channel 7 for this purpose. We combine all of these items under this one channel.

3. PEG Fee – The current PEG fee paid by subscribers is \$0.65 per month. There is no charge to the PEG fee under this agreement.
4. Cable System Drops – The franchise includes thirteen (13) drops at various public buildings. These are two-way drops that would allow for return video capability in order to provide shows.
5. Franchise Fee – Mediacom will continue to pay a franchise fee of 5% of gross revenues to the City. Franchise fees are paid on a quarterly basis.
6. Scope of Service – The renewal franchise only authorizes Mediacom to provide cable services in the City. It does not address internet phone service.

Policy Objectives

The City and Mediacom are required to follow a variety of local, state, and federal rules. The most critical for Cloquet is compliance with M.S. 238. Under M.S. 238.08, a municipality shall receive a franchise of any cable communications system providing service within the municipality. The franchising is also governed by the Federal Cable Act.

Financial/Budget/Grant Considerations

There are no substantial financial charges that will result from the renewal of the franchise. The City currently receives approximately \$110,000 annually in franchise fees.

Advisory Committee/Commission Action

The Cable Commission has been directly involved in the review of the franchise. They have met with the City Attorney and provided both comment and feedback on the final agreement.

Supporting Documentation Attached

- Ordinance No. 451A

ORDINANCE NO . 451A

AN ORDINANCE AMENDING CITY CODE 11.8 RENEWING THE GRANT OF A FRANCHISE TO MEDIACOM MINNESOTA, LLC TO OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF CLOQUET SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS; AND REPLACING ORDINANCE NO. 223A & 389A.

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

RECITALS

The City of Cloquet, Minnesota ("Franchising Authority"), pursuant to applicable federal and state law, is authorized to grant one or more non-exclusive cable television franchises to construct, operate, maintain, and reconstruct cable television systems within the City limits.

Mediacom Minnesota LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Grantee") has operated a cable system in the City, under a cable television franchise granted pursuant to Ordinance No. 223A.

Negotiations between the Grantee and Franchise Authority have been completed and the franchise renewal process followed in accordance with the guidelines established by City Code, Minnesota Statutes Chapter 238, and the Cable Act (47 U.S.C. 546).

The City reviewed the legal, technical and financial qualifications of Grantee and, after a properly noticed public hearing, has determined that it is the best interest of the City and its residents to renew the Cable Television Franchise with Grantee.

NOW, THEREFORE, the City Council of the City of Cloquet does hereby ordain as follows:

That a franchise is hereby renewed and granted to Mediacom Minnesota, LLC to operate and maintain a cable system in the City upon the following terms and conditions:

SECTION 1.
DEFINITIONS

- 1.1) Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.
- A. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7) (1993).
 - B. "Cable Act" means Title VI of the Cable Act of 1934, as amended.
 - C. "City" means City of Cloquet, a municipal corporation, in the State of Minnesota, acting by and through its City Council.

- D. "City Council" means the Cloquet, Minnesota City Council.
- E. "Cable Communications System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities located in City and designed and constructed for the purpose of producing, receiving, transmitting, amplifying, or distributing audio, video, and other forms of electronic signals in City. System as defined herein shall not be inconsistent with the definition as set forth in Minn. Stat. § 238.02, subd. 3 (1990) and 47 U.S.C. § 522 (6) (1993).
- F. "Cable Communications Service" means the provision of television reception, communications and/or entertainment services regulated pursuant to Minn. Stat. § 238.01 et seq. as may be amended from time to time for direct or indirect compensation, or as otherwise provided by this Franchise ordinance, and distributing the same over a Cable Communications System. This definition shall not include telephone services regulated pursuant to Minn. Stat. § 237.01 et seq. as may be amended from time to time.
- G. "Open Video Services or OVS" means any video programming Services provided to any person by a Franchisee certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the Facilities used.
- H. "Class IV Cable Communications Channel" means a signaling path provided by a Cable Communications System to transmit signals of any type from a Subscriber terminal to another point in the System.
- I. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a subscriber and by an appropriate selector permits a subscriber to view all subscriber signals included in the service.
- J. "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable of the System.
- K. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- L. "Gross Revenues" means all revenue received from Cable Communications Service, as defined, received directly or indirectly by the Grantee, its affiliates, subsidiaries, parent, or person in which Grantee has financial interest of five percent (5%) or more from the operation of its System within City including but not limited to Basic Cable Service fees, Cable Programming Service fees, Pay Television fees, Installation and reconnection fees, upgrade and downgrade fees, Converter rental, Lockout Device fees, advertising revenue or other services. The term Gross Revenues shall not include franchise fees, Access Fees, or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit nor shall include revenues for signals originating in or passing through the franchise area unless Grantee receives revenue for such signal which has not already otherwise been directly or indirectly subject to a franchise fee or similar tax, in which case said revenues will be considered Gross Revenues for the purpose of this franchise.
- M. "Installation" means the connection of the System from feeder cable to the point of connection, including Standard Installations and custom installations.
- N. "Lockout Device" means an optional mechanical or electrical accessory to a subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communications System.

- O. "Multichannel Video Program Distributor or MVPD" means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.
- P. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- Q. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- R. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.
- S. "Standard Installation" means any residential installation which can be completed using a Drop of one hundred fifty (150) feet or less.
- T. "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by City.
- U. "Subscriber" means any Person who lawfully receives Cable Television Service, In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

**SECTION 2.
GRANT OF AUTHORITY AND GENERAL PROVISIONS**

- 2.1) Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable Communications System in City unless such Person or the Person for who such action is being taken shall have first obtained and shall currently hold a valid Franchise. It shall also be unlawful for any Person to provide Cable Television Service in City unless such Person shall have first obtained and shall currently hold a valid Franchise. All Cable Communications Franchises granted by City shall contain comparable substantive terms and conditions.
- 2.2) Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
- 2.3) Grant of Nonexclusive Authority.
 - A. The Grantee shall have the right and privilege to maintain, construct, erect, and operate in, upon, along, across, above, over and under the Streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in City, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in City of a Cable Communications System as herein defined. The Cable Communications System constructed and maintained by Grantee or its agents shall not interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee to the extent it is technically and economically feasible to do so.
 - B. Notwithstanding the above grant to use Streets, no Street shall be used by Grantee or any other Cable Communications Service, OVS or utility provider if City, in its sole opinion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Street was created or dedicated, or with the present use of the Street, so long as such determination is applied in a generally applicable, non-discriminatory manner.

- C. This Franchise shall be non-exclusive, and City reserves the right to grant a similar use of said Streets, alleys, public ways and places, to any Person at any time during the period of this Franchise, provided, however, that any additional Cable Franchise grants shall be under the same substantive terms and conditions as this Franchise.
 - D. Grantee shall have the authority to use City easements, public rights-of-way, Streets and other conduits for the distribution of Grantee's System. The City may require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions .
- 2.4) Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless renewed, revoked or terminated sooner as herein provided.
 - 2.5) Previous Franchises. Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace any previous Ordinance or Agreement granting a Franchise to Grantee to own, operate and maintain a Cable Communications System within City. Ordinance No's. 223A and 389A are hereby expressly repealed.
 - 2.6) Compliance with Applicable Laws, Resolutions and Ordinances. The Grantee shall at all times during the life of this Franchise be subject to all lawful exercise of the police power, statutory rights and of eminent domain by City. This Franchise shall comply with the Minnesota franchise standards contained in Minn. Stat. § 238.01 and as amended.
 - 2.7) Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, City, or any other body having lawful jurisdiction thereof.
 - 2.8) Territorial Area Involved This Franchise is granted for the corporate boundaries of the City, as it exists from time to time. Grantee shall extend service to all areas of the City where there is a minimum of twenty five (25) homes per cable mile. Grantee shall meet with City to review the proposed areas for System extension prior to the commencement of construction. If the proposed areas meet or exceed twenty-five (25) homes per cable mile, Grantee shall add them to the construction schedule and provide service thereto.

After the completion of construction herein and in the event of annexation by City, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of forty (40) homes per cable mile. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas.

- 2.9) Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City:

City of Cloquet
 1307 Cloquet Avenue
 Cloquet MN 55720-2657
 Attn: City Administrator

With copies to: Rudy, Gassert, Yetka, Pritchett & Hellwig, PA
813 Cloquet Avenue
Cloquet, MN 55720
Attn: Cloquet City Attorney

If to Grantee: Mediacom Minnesota, LLC
Attn: Legal Department
One Mediacom Way
Mediacom Park, NY 10918

With copies to: Mediacom Minnesota, LLC
Attn: Regional Vice President
1504 2nd Street SE
Waseca, MN 56093

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

2.10) Drops to Public Buildings. Grantee shall provide at a minimum Installation of one (1) cable Drop, one (1) cable outlet, and monthly Basic Cable Service without charge to the following institutions and such other public or educational institutions located within one hundred fifty (150) feet of the System which City may designate:

- Carlton County Historical Society Building (406 Cloquet Avenue, Cloquet, MN 55720)
- Carlton County Human Services Building (30 North 10th Street, Cloquet, MN 55720)
- Cloquet Area Fire District Building (2801 Dewey Avenue, Cloquet, MN 55720)
- Cloquet Area Recreation Center (Northwoods Arena) (1102 Olympic Drive, Cloquet, MN 55720)
- Cloquet CAT-7 Studio (1000 18th Street, Cloquet, MN 55720)
- Cloquet City Hall (1307 Cloquet Avenue, Cloquet, MN 55720)
- Cloquet High School (1000 18th Street, Cloquet, MN 55720)
- Cloquet Public Library (320 14th Street, Cloquet, MN 55720)
- Cloquet Public Safety Building (Police) (508 Cloquet Avenue, Cloquet, MN 55720)
- Cloquet Senior Center (1100 Olympic Drive, Cloquet, MN 55720)
- Fond Du Lac Tribal and Community College (2101 14th Street, Cloquet, MN 55720)
- Garfield School Building (302 14th Street, Cloquet, MN 55720)
- Carlton County Transportation Building (1630 County Road 61, Carlton, MN 55718)

In addition, the institutions listed above shall be provided return video capability, digital converter box to facilitate, including audio for local access, CAT-7 programming channel. It is anticipated by the parties that these would be two-way drops, which capability will be added as soon as practicable. Priority will be given to the Cloquet Area Recreation Center (Northwoods Arena), Garfield School, and the Carlton County Transportation Building.

No redistribution of the free cable service provided pursuant to this Section shall be allowed, Additional Drops and/or outlets in any of the above locations will be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such installation meets Grantee's standards and provided that any fees for Cable Communications Services are paid. Nothing herein shall be construed as requiring Grantee to extend the System to serve additional institutions as may be designated by City, Grantee shall have one (1) year from the date of City Council designation of additional institution (s) to complete construction of the Drop and outlet.

SECTION 3. CONSTRUCTION STANDARDS

3.1) Construction Standards. If the System, or any subsequent rebuilds are proposed for the Franchise area and consist of fewer than one hundred (100) plant miles of cable:

- A. Within ninety (90) days of the granting of the Franchise, the Grantee shall apply for the necessary governmental permits, licenses, certificates, and authorizations;
- B. The energized trunk cable must be extended substantially throughout the authorized area within one (1) year after receipt of the necessary governmental permits, licenses, certificates, and authorizations and the Persons along the route of the energized cable shall have individual Drops as desired during the same period of time; and
- C. The above-stated requirements may be waived by City only upon occurrence of acts beyond the reasonable control of Grantee or acts of God.

3.2) Construction Codes and Permits.

- A. Grantee shall obtain all necessary permits from City before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within City. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.
- B. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

3.3) Repair of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be fully restored by Grantee, within 30 days or as soon as possible if weather delays, at its expense, to a condition as good as that prevailing prior to Grantee's work, as approved by City in the case of Streets and other public property. If Grantee shall fail to perform the restoration required herein, City shall have the right to put the streets, public, or private property back into good condition. City reserves its rights to pursue reimbursement for such restoration from Grantee.

3.4) Conditions on Street Use.

- A. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- B. All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the proper use of Streets, alleys and other public ways and places, and to cause minimum interference with the rights of property owners who abut any of the said Streets, alleys and other public ways and places, and not to interfere with existing public utility installations. The Grantee shall furnish to and file with City Administrator the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee shall file with City updates of such maps, plats and permanent records annually if changes have been made in the System.
- C. If at any time during the period of this Franchise, City shall elect to alter, or change the grade or location of any Street, alley or other public way, the Grantee shall, at its own expense, upon reasonable notice by

City, not to be less than ten (10) business days, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of City. If City reimburses other occupants of the Street, Grantee shall be likewise reimbursed.

- D. The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Street shall be so placed as to comply with all requirements of City.
- E. The Grantee shall, on request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) business days advance notice to arrange for such temporary changes.
- F. The Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.
- G. Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.

3.5) Undergrounding of Cable.

- A. In all areas of City where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe.
- B. In any area of City where there are certain cables, wires and other like facilities of a public utility or public utility district underground and at least one operable cable, wire or like facility of a public utility or public utility district suspended above the ground from poles, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole.
- C. Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district in any areas annexed by City or new developments.
- D. No poles, conduits, or other wire-holding structures shall be erected or installed by the Grantee without prior approval of City with regard to location, height, type and other pertinent aspects.

3.6) Safety Requirements.

- A. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.
- B. The Grantee shall install and maintain its System wires, cables, fixtures and other equipment in accordance with the requirements of the National Electric Safety Code and all FCC, state and local regulations, and in such manner that they will not interfere with any installations of City or of any public utility serving City.
- B. All System structures and all System lines, equipment and connections in, over, under and upon the Streets, sidewalks, alleys, and public ways and places of City, wherever situated or located, shall at all times be kept

and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any Person.

SECTION 4. DESIGN PROVISIONS

- 4.1) Operation and Maintenance of System. The grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. For the purpose of construction, routine repairing or test of the Cable System, Grantee shall use its best efforts to interrupt service only during periods of minimum use. When necessary interruptions of more than twenty-four (24) hours can be anticipated, Grantee shall notify City in accordance with Section 2.9.
- 4.2) Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to cable communications systems pursuant to the Federal Communications Commission's rules and regulations and found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.
- 4.3) Special Testing. City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location (s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such test shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by City. In the event that special testing is required by City to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the source of the technical difficulty to be within Grantee's reasonable control. If the testing reveals the difficulties to be caused by factors which are beyond Grantee's reasonable control then the cost of said test shall be borne by City.
- 4.4) FCC Reports. Upon written request, Mediacom shall provide to the City, no later than thirty (30) days after such written request, the results of tests required to be filed by Grantee with the FCC.
- 4.5) Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

SECTION 5. SERVICES PROVISIONS

- 5.1) Regulation of Service Rates.
 - A. The City may regulate rates for the provision of Basic Cable service provided over the System to the extent allowed under federal or state law(s). In exercising its jurisdiction to regulate any such rates, City will adhere to regulations adopted by the Federal Communications Commission at 47 C.F.R. 76.900 et seq. as they may be amended from time to time.
 - B. A list of Grantee's current Subscriber rates and charges shall be maintained on file with City and shall be available for public inspection.

Grantee shall give City and Subscribers written notice of any change in a rate or charge no less than thirty (30) days prior to the effective date of the change.

- C. To the extent allowed under federal and/or state law, if the City elects to exercise its jurisdiction over Basic Cable rates, it shall, after notice, hold a public hearing for the consideration of views of interested parties with respect to initial rates filed and any subsequent proposed changes in rates.
- 5.2) Non Standard Installations. Grantee shall install and provide Cable Communications Service to any Person requesting other than a Standard Installation (beyond 150 feet) provided that said Cable Communications Service can meet FCC technical specifications, and, further provided that Grantee may collect full payment for said installation in advance. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the first one hundred fifty (150) feet.
- 5.3) Sales Procedures. Grantee shall comply with all applicable federal and state laws when marketing its Cable Television Services within City. Grantee shall have the right to market its cable services door-to-door during reasonable hours consistent with local ordinances and regulations.
- 5.4) Subscriber Inquiry and Complaint Procedures.
- A. Grantee shall comply with the customer service standards promulgated by the FCC under 47 C.F.R. 76.309.
 - B. Grantee shall have a publicly listed toll-free or collect telephone number and be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week basis.
- 5.5) Subscriber Contracts. Grantee shall submit any Subscriber contract utilized to City. If no written contract exists, Grantee shall file with the City Clerk a document completely and concisely stating the terms of the residential Subscriber contract offered to customers, specifically including the length of the Subscriber contract. The length and terms of any Subscriber contract shall be available for public inspection during normal business hours.
- 5.6) Refund Policy. Mediacom will provide Services in accordance with the terms stated in its Residential Customer and User Agreement, including the terms regarding its refund policy.
- 5.7) Office Policy. In the event the existing Cloquet business office is closed by Grantee, Grantee agrees to maintain a local drop box for receiving Subscriber payments and Grantee agrees to either maintain or arrange for a location where equipment can be dropped off or exchanged as is necessary or, in the alternative, establish a system for having the equipment picked up at the Subscriber residence. In all events, Grantee agrees to maintain a trained cable technician assigned to Cloquet.

SECTION 6. PUBLIC ACCESS PROVISIONS

- 6.1) Public, Educational and Government Access.
- A. City or its designee is hereby designated to operate, administer, promote, and manage access (public, education, and government programming, hereinafter "PEG access") to the cable system established pursuant to this Section 6. Grantee shall have no responsibility whatsoever for PEG access except as expressly stated in this Section 6.
 - B. Grantee shall dedicate two (2) channels for PEG access use as for public and educational access, and government access. All residential Subscribers who receive all or any part of the total services offered on the System shall be eligible to receive all of said three access channels at no additional charge. One (1) channel shall be activated upon the Effective Date of this Franchise and thereafter maintained, with the

one (1) additional channel to be activated upon City request after the completion of the System upgrade. However, nothing herein shall be construed to diminish the City's rights pursuant to Minn. Stat. S 238.084, incorporated herein by reference. City shall provide ninety (90) days' prior written notice to Grantee of City's intent to activate access channels and shall allow Grantee a reasonable time to vacate said channel (s) and/or rearrange program services to accommodate City's request.

- C. Pursuant to Section 6.1(B) herein, Grantee shall provide to each of its Subscribers who receive all, or part of, the total services offered on the System, reception on at least one (1) specially designated access channel available for use by the general public on a first-come, first-served, nondiscriminatory basis. The specially designated access channel may be used by local education authorities and local government on a first-come, first-served, nondiscriminatory basis during those hours when the channel is not in use by the general public. During those hours that the specially designated access channel is not being used by the general public, local educational authorities or local government, the Grantee shall lease time to commercial or noncommercial users on a first-come, first-served, nondiscriminatory basis if the demand for that time arises. The Grantee may also use the specially designated access channel for local origination during those hours when the channel is not in use by the general public, local educational authorities, local government or commercial or noncommercial users who have leased time. The VHF spectrum must be used for the first specially designated access channel required in the section. Grantee shall designate the channel locations of any other access channels. Grantee and City shall mutually agree on reasonable terms and conditions for providing adequate space in Grantee's head-end facility to accommodate playback equipment for cablecasting PEG access programming; provided, however, that Grantee shall not be obligated to expand its headend to accomplish this objective.
- D. Grantee agrees that there will be no change that will move the existing public access channel, CAT-7, from the Channel 7 location unless mutually agreed upon by the Franchising Authority and Grantee and, if offered only on an all digital platform, the channel location would be located at the lowest digital tier or service available.

6.2) Access Fee. Grantee shall collect the following fee on behalf of Franchising Authority solely to fund access programming (hereinafter "Access Fees");

A per Subscriber access fee of Sixty-five Cents (\$.65) per month.

Payments due Franchising Authority under this provision shall be payable quarterly. The payment shall be made within ninety (90) days of the end of Grantee's fiscal quarters together with a brief report showing the basis for the computation.

6.3) Periodic Evaluation. Upon written request from Franchising Authority to Grantee, Grantee and City shall meet to evaluate the effect of Section 6.2, above. Both parties agree to discuss any proposal for modification presented by the other party. Nothing herein shall presume or require consent to any such proposed modification. Modifications may only occur by mutual written consent of both parties. The notice and meeting contemplated herein shall be required to occur no more than every three (3) years after adoption of this Ordinance, however, nothing shall prevent mutually agreed upon negotiations between both parties at any time.

SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS

7.1) Franchise Fee.

- A. Grantee shall pay to Franchising Authority a Franchise Fee equal to five percent (5%) of its annual Gross Revenues (as defined in Section 1(L)).

- B. Payments due City under this provision shall be payable quarterly. The payment shall be made within ninety (90) days of the end of each of Grantee's fiscal quarters together with a brief report showing the basis for the computation.
 - C. All amounts paid shall be subject to audit and re-computation by Franchising Authority and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount due. The Franchising Authority shall have the right to audit the Grantee's accounting and financial records solely to calculate the Franchising Authority's franchise fees upon thirty (30) days prior written notice. The Grantee shall file annual reports with the Franchising Authority detailing Gross Revenues and other information the Franchising Authority deems appropriate; provided, however, such information shall be deemed a trade secret under applicable Minnesota law and shall not be disclosed by the Franchising Authority.
- 7.2) Access to Records. The Franchising Authority shall have the right to inspect, upon notice, at any time during normal business hours, those records by Grantee which relate to System operations and to Gross Revenues, the privacy provisions of 47 U.S.C. § 521 et seq , ("Cable Act") .

**SECTION 8.
GENERAL FINANCIAL AND INSURANCE PROVISION**

8.1) Performance Bond.

- A. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with City, the Grantee shall furnish a bond to City in the amount of Ten Thousand Dollars (\$10,000) in a form and with such sureties as reasonably acceptable to City. This bond will be conditioned upon the faithful performance of the Grantee according to the terms of the Franchise and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by City with respect to the bond are in addition to all other rights City may have under the Franchise or any other law. City may, from year to year, in its sole discretion, reduce the amount of the bond.
- B. If at any time Grantee undertakes additional construction of the System in City, by way of a line extension, rebuild, upgrade or otherwise, with a projected cost in excess of Seventy Thousand and no/100 Dollars (\$70,000.00), Grantee shall provide a bond to City in the amount equivalent to fifteen percent (15%) of the projected additional construction cost and shall maintain such bond during the term of said additional construction. Upon completion of said additional construction, Grantee shall provide written notice to City. Within thirty (30) days of receipt of notice of completion of said additional construction, City shall give written notice to Grantee indicating whether City agrees the construction is complete or specifying those items of construction which City determines are not complete. At such time as City and Grantee mutually agree that said additional construction of the System is complete, Grantee shall provide to City a bond in the amount equal to the bond existing immediately before the commencement of said additional construction. Nothing herein shall be construed to require Grantee to maintain more than one (1) bond with City.

- C. The time for Grantee to correct any violation or liability, shall be extended by City if the necessary action to correct such violation or liability is of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) days period and thereafter uses reasonable diligence to correct the violation or liability.
- D. In the event this Franchise is canceled by reason of default of Grantee or revoked, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City pursuant to said default or revocation. Grantee, however, shall be entitled to the return of such performance bond, or portion thereof, as remains at the expiration of the term of the Franchise.
- E. The rights reserved to City with respect to the performance bond are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City may have.

8.2) Letter of Credit.

- A. At the time of acceptance of this franchise and any renewal, Grantee shall deliver to City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to City, from a National or State bank approved by City, in the amount of Five Thousand and 00/100 (\$5,000.00) Dollars.
- B. The Letter of Credit shall provide that funds will be paid to City, upon written demand of City, and in an amount solely determined by City in payment for penalties charged pursuant to this section, in payment for any monies owed by Grantee pursuant to its obligations under this Franchise, or in payment for any damage incurred as a result of any acts or omissions by Grantee pursuant to this Franchise.
- C. In addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the Letter of Credit the following penalties:
 - 1. For failure to complete system upgrade within three (3) years as provided herein, unless City approves the delay, the penalty shall be One Hundred Dollars (\$100) per day for each day, or part thereof, such failure occurs or continues.
 - 2. For failure to provide data, documents, reports or information or to cooperate with City during an application process or system review or as otherwise provided herein, the penalty shall be Fifty Dollars (\$50) per day for each day, or part thereof, such failure occurs or continues.
 - 3. For failure to comply with any of the provisions of this Franchise for which a penalty is not otherwise specifically provided pursuant to this paragraph C, the penalty shall be Fifty Dollars (\$50) per day for each day, or part thereof, such failure occurs or continues .
 - 4. For failure by Grantee to modify the System or to provide additional services within one hundred eighty (180) days after being required by binding arbitration the penalty shall be Fifty Dollars (\$50) per day for each day, or part thereof, such failure occurs or continues.
 - 5. Forty-five (45) days following notice from City of a failure of Grantee to comply with construction, operation or maintenance standards, the penalty shall be Fifty Dollars (\$50) per day for each day, or part thereof, such failure occurs or continues.

6. For failure to provide the services Grantee has proposed, including, but not limited to, the implementation and the utilization of the access channels and the making available for use of the equipment and other facilities, the penalty shall be Fifty Dollars (\$50) per day for each day, or part thereof, such failure occurs or continues.
 7. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.
- D. Exclusive of the contractual penalties set out above in this section, a violation by Grantee of any provision of this Franchise is a misdemeanor.
 - E. Whenever City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee informing it of such violation. At any time after thirty (30) days (or such reasonable time which is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in the sole opinion of City, City may draw from the Letter of Credit all penalties and other monies due City from the Date of the local receipt of notice.
 - F. Whenever a penalty has been assessed, Grantee may, within thirty (30) days of local receipt of notice, notify City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to City shall specify with particularity the matters disputed by Grantee.
 1. City shall hear Grantee 's dispute at the next regularly scheduled Council meeting. City shall supplement the Council decision with written findings of fact.
 2. Upon determination by City that no violation has taken place, City shall refund to Grantee, with interest and costs to Grantee of drawing on the Letter of Credit, all monies drawn from the Letter of credit by reason of the alleged violation.
 - G. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to fifteen (15) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than fifteen (15) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be on the same form and with a bank authorized herein and for the full amount stated in paragraph A of this section.
 - H. If City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace the same within fifteen (15) days and shall deliver to City a like replacement Letter of Credit for the full amount stated in paragraph A of this section as a substitution of the previous Letter of Credit.
 - I. If any Letter of Credit is not so replaced, City may draw on said Letter of Credit for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid by Grantee pursuant hereof, including attorneys 'fees incurred by the City in so performing and paying. The failure to replace any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.
 - J. The collection by City of any damages, monies or penalties from the Letter of Credit shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Letter of Credit, be deemed a waiver of any right of City pursuant to this Franchise or otherwise.

8.3) Indemnification of City.

- A. City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System.
- B. Grantee shall indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of the franchise, except claims resulting from City's own programming or for any damages, liability or claims resulting solely from the willful misconduct or negligence of the City, its officers, boards, committees, commissions, elected officials, employees and agents.
- C. Nothing in this Franchise relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, re-grading, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.
- D. In order for City to assert its rights to be indemnified, defended, and held harmless, City must with respect to each claim:
 - 1. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such rights;
 - 2. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - 3. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph two (2) above.

8.4) Insurance.

- A. As a part of the indemnification provided in Section 8.3, but without limiting the foregoing, Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of City in its capacity as such, its officers, elected officials, boards, commissions, agents and employees. The policy or policies shall name as additional insured City, and their capacity as such, their officers, agents and employees.
- B. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more persons in any one occurrence Three Hundred Thousand Dollars (\$300,000) for property damage to any one person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after thirty (30) days advance written notice have been provided to City,

**SECTION 9.
SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE**

9.1) City's Right to Revoke.

In addition to all other rights which city has pursuant to law or equity, city reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required by 9.2B herein, it is determined that:

1. Grantee has violated any material provision of this Franchise; or
2. Grantee has attempted to evade any of the material provisions or the Franchise; or
3. Grantee has practiced fraud or deceit upon City or Subscriber.

9.2) Procedures for Revocation.

- A. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. Together with the notice required herein, City shall provide Grantee with written findings of fact which are the basis of the revocation.
- B. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (A) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
- C. After the public hearing and upon written determination by City to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.
- D. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.
- E. Upon satisfactory correction by Grantee of the violation upon which said notice was given as determined in the City's sole discretion, the initial notice shall become void.

9.3) Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment.

9.4) Removal After Termination or Forfeiture.

- A. In the event of termination or forfeiture of the Franchise, City shall have the right to require Grantee to remove all or any portion of the System from all Streets and public property within the City; provided, however, if Grantee is providing services pursuant to Minn. Stat. § 237.01 et seq., City shall not require the removal of the System.
- B. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within one hundred twenty (120) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to declare all right, title, and interest to the System

to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it pursuant to the provisions of 47 U.S.C. § 547 (1989).

9.5) Sale or Transfer of Franchise.

- A. No sale, transfer, or "fundamental corporate change", as defined in Minn. Stat. § 238.083, of this Franchise shall take place until the parties to the sale, transfer, or fundamental corporate change files a written request with City for its approval, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness .
- B. City shall have thirty (30) days from the time of the request to reply in writing and indicate approval of the request or its determination that a public hearing is necessary due to potential adverse affect on Grantee's Subscribers resulting from the sale or transfer. Such approval or determination shall be expressed by Council Resolution within thirty (30) days of receipt of said request, or the request shall be deemed approved as a matter of law.
- C. If a public hearing is deemed necessary pursuant to (B.) above, such hearing shall be commenced within thirty (30) days of such determination and notice of any such hearing shall be given in accordance with local law or fourteen (14) days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in City. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by City.
- D. Within thirty (30) days after the closing of the public hearing, City shall approve or deny in writing the sale or transfer request. City shall set forth in writing with particularity its reason(s) for denying approval. City shall not unreasonably withhold its approval.
- E. The parties to the sale or transfer of the Franchise only, without the inclusion of the System in which substantial construction has commenced, shall establish that the sale or transfer of only the Franchise will be in the public interest.
- F. Any sale or transfer of stock in Grantee so as to create a new controlling interest in the System shall be subject to the requirements of this Section 9.5. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.
- G. In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.
- H. In the event of any proposed sale or assignment pursuant to paragraph (A.) of this Section City shall have the right of first refusal of any bona fide offer to purchase the System. Bona fide offer, as used in this section, means an offer received by the Grantee which it intends to accept subject to City's rights under this Section. This written offer must be conveyed to City along with the Grantee's written acceptance of the offer contingent upon the rights of City provided for in this Section.

City shall be deemed to have waived its rights under this Section in the following circumstances:

- 1. If it does not indicate to Grantee in writing, within 30 days of notice of a proposed sale or assignment, its intention to exercise its right of purchase; or
- 2. It approves the assignment or sale of the Franchise as provided within this Section.

**SECTION 10.
PROTECTION OF INDIVIDUAL RIGHTS**

- 10.1) Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex or age. Grantee shall comply at all times with all other applicable federal, state, and city laws, and all executive and administrative orders relating to nondiscrimination.
- 10.2) Subscriber Privacy.
- A. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for such permission shall be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which shall be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.
 - B. No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, or any other means, including but not limited to lists of the names and addresses of such Subscribers or any lists that identify the viewing habits of subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available.
 - C. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in paragraph (B.) of this Section.

**SECTION 11.
UNAUTHORIZED CONNECTIONS AND MODIFICATIONS**

- 11.1) Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System.
- 11.2) Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever.
- 11.3) Penalty. Any firm, Person, group, company, corporation or governmental body or agency found guilty of violating this section may be fined not less than Twenty Dollars (\$20.00) and the costs of the action nor more than Five Hundred Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

**SECTION 12.
MISCELLANEOUS PROVISIONS**

- 12.1) Franchise Renewal. Any renewal of this Franchise shall be done in accordance with applicable federal, state and local laws and regulations.

- 12.2) Work Performed by Others . All provisions of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise. Grantee shall provide notice to City of the name (s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
- 12.3) Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to review session pursuant to Section 12.7 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. City shall act pursuant to local law pertaining to the ordinance amendment process.
- 12.4) Compliance with Federal, State and Local Laws.
- A. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.
- B. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.
- 12.5) Non-enforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. Any waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
- 12.6) Administration of Franchise. The City Administrator or other City designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City may issue such reasonable rules and regulations concerning the construction , operation and maintenance of the system as are consistent with the provisions of the Franchise and law.
- 12.7) Periodic Evaluation. The field of cable communications is rapidly changing and may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for a maximum degree of flexibility in this Franchise, and to help achieve a continued advanced and modern System, the following evaluation provisions shall apply:
- A. The City may require evaluation sessions at any time during the term of this Franchise, upon thirty (30) days written notice to Grantee, provided, however, there shall not be more than one review session during each four (4) year period commencing on the Effective Date of this Franchise.
- B. All evaluation sessions shall be open to the public and notice of sessions published in the same way as a

legal notice. Grantee shall notify its Subscribers of all evaluation sessions by announcement on at least one (1) Basic Service channel of the System between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.

- C. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City and Grantee deem relevant.
 - D. As a result of a periodic review or evaluation session, City and Grantee shall develop such changes and modifications to the terms and conditions of the Franchise, as are mutually agreed upon and which are both economically and technically feasible.
- 12.8) Rights Cumulative. All rights and remedies given to City by this Franchise shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
- 12.9) Grantee Acknowledgement of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.
- 12.10) Franchise Term and Effective Date. The Effective Date of this Franchise Agreement is the date of final adoption Of the Franchising Authority as set forth below subject to Grantee's acceptance by countersigning where indicated. This Franchise Agreement shall be for a term of Fifteen (15) years from such Effective Date.
- 12.11) Actions of Parties. With regard to any action that is anticipated, permitted or mandated under the terms of this Agreement, such party will act in a reasonable and timely manner.
- 12.12) Entire Agreement. This Franchise Agreement constitutes the entire agreement between the Grantee and the City and supersedes and replaces all prior agreements written and oral. Any amendments to this Agreement shall be mutually agreed to in writing by both parties to be effective.
- 12.13) Severability. If any Section, subsection, sentence, paragraph, term or provision in this Agreement is subsequently Determined to be illegal, invalid, or unconstitutional, by any Court of competent jurisdiction or by any state, Federal, regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity Of any remaining provisions in this Agreement all of which will remain in full force and effect to the extent otherwise legally enforceable for the duration of the Agreement.

SECTION 13 PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

- 13.1) Publication: Effective Date. This Franchise shall be published in accordance with applicable Minnesota law. The effective date of this Franchise shall be the date official adoption by the Franchising Authority and the publication in accordance with law.

Passed this _____ day of _____, 2015.

ATTEST:

CITY OF CLOQUET

By: _____

By: _____

Its: City Administrator

Its: Mayor

Published this _____ day of _____, 2015.

Accepted: This Franchise is accepted and we agree to be bound by its terms and conditions.

MEDIACOM MINNESOTA LLC

Date: _____

Printed Name: _____

Signature: _____


Its: _____



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: August 12, 2015

ITEM DESCRIPTION: Adoption of City Strategic Plan

Proposed Action

Staff recommends that the City Council move to approve the 2016-2018 Strategic Plan identified as part of the recent City Council/Department Head Retreat as detailed within the Strategic Planning Report.

Background/Overview

Attached the City Council will find the Strategic Planning Report and Strategic Initiatives resulting from the recent City Council/Department Head Retreat. The Council was recently provided these draft materials for the purpose of:

- Review materials for accuracy
- Review materials for clarity
- Review and provide feedback on the Strategic Initiatives

To date, staff has only received one comment from a City Councilor. The Council asked for opportunity to discuss in more depth at the next City Council Work Session and was expected to do so prior to the August 18th Regular Meeting. With Council approval, the reports will be updated and posted on the City website. With the final approval of the goals, staff can be sure to provide the report to each of the various impacted Committees or Boards so that they are aware of the goals and their role in achieving the goals.

Policy Objectives

The City adoption of priorities and goals is important to the City as a tool to assist with the development of long range service plans. This in turn allows the City to allocate resources and plan for any financial implications related to the pursuit of such goals. Approving the goals and making those goals available for the public's information can assist the City with efforts related to transparency, engaging the public and to identify potential parties that may be able to assist with related efforts.

Financial/Budget/Grant Considerations

- None

Advisory Committee/Commission Action

- None

Supporting Documentation Attached

- 2016-2018 Strategic Planning Report



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: July 27, 2015

ITEM DESCRIPTION: Adoption of City Strategic Plan

Proposed Action

Staff recommends that the City Council move to approve the 2016-2018 Strategic Plan identified as part of the recent City Council/Department Head Retreat as detailed within the Strategic Planning Report.

Background/Overview

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Financial/Budget/Grant Considerations

- None

Advisory Committee/Commission Action

- None

Supporting Documentation Attached

- 2016-2018 Strategic Planning Report

2016-2018 Strategic Plan Summary Report

June 2015



CRAIGRAPP, LLC

IMPROVING ORGANIZATIONS AND THE PEOPLE WHO LEAD THEM

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Executive Summary

On April 24 and 25, and May 28, 2015, the City of Cloquet's leadership team engaged in a teambuilding and strategic planning process. The three meetings yielded a draft strategic plan for the three-year period 2016-2018.

The strategic plan consists of a set of six *strategic priorities*, which are the highest priority issues for the next three years; a series of *key outcome indicators*, which describe desired outcomes linked to *Performance Targets*, which measure success; and a list of *strategic initiatives*, which define the actions that will be taken to ensure successful effort.

At the session on April 24th, the group discussed their operating philosophy, effective governance and their roles and responsibilities. At the second half of the session on April 24th, the group reviewed their operating environment and identified a list of challenges facing the community. Based upon those challenges, the group identified a set of strategic priorities for the performance period. This was followed on April 25th by the development of a set of key outcome indicators (KOI's) and performance targets for each priority, which defined desired outcomes and measurable success. On May 28th, the senior staff created a set of strategic initiatives and action plans to address the priorities and achieve the key outcomes.

The strategic plan is summarized on the following page:

City of Cloquet- Strategic Plan Summary 2016-18

Strategic Priority	Key Outcome Indicator (KOI)	Target	Strategic Initiatives
Financial Stability	Bond Rating	AA+	a) Create a debt policy
	LGA usage	Operational use at 50% by 12/2020	b) LGA operational reduction strategy
	Forecasted budget	Operating budget consistent __% of time	c) Create/establish budget monitoring plan
Economic Development	Retention rate	No net loss of businesses	a) Comprehensive business retention/outreach program
	New businesses	-New comm. ctr.- Hwy 33 S. open and operational -5 ac. bus. pk-sold -15k sq. ft. new office/mfg. Bus Park	b) Develop strategy-Hwy 33 corridor-spec. areas: -N. Hwy 33-Bus. Park - S. Hwy 33 & I-35
	Downtown reinvestment	-10% reduction-storefront vacancies -15 storefront renovations	c) Dwtm. Outreach to property owners
Community Vision	Focused Community Vision	Community approved vision in place by 8/31/15	a) Comp community vision process
	Strategic investments aligned w/ vision	100% of investments align w/ vision	b) Analyze investment-vision projects
Effective Governance	Decisions meeting deadlines	-90% of decisions made by identified deadline -100% participation in decision by all Councilpersons	a) Dev. a Council decision review process b) Process for 100% participation-all members
	Use of local option sales tax funds	Priorities completed by 9/1/15	c) Prioritize use of sales tax funds
	Collaboration w/ neighboring communities/loc. govts	-Merger analysis w/ Scanlon completed by 7/1/15 -Resolve BLASD JPA by 7/1/15	d) Develop collaboration approaches w/ neighboring communities & loc. govts
Infrastructure and Facilities	CIP	Adopted CIP to include buildings & parks and a funding strategy by 8/31/15	a) Develop comp. CIP and funding strategy
	Police facility	Ground broken by 12/31/18	b) Develop Police facility project plan-3.5 yr. build
	Public Works facility	Phase I completed-12/31/18	c) Develop a PW facility project plan – 2.5 yr. build
Operational Effectiveness	Policies and Procedures	Adopted & up-to-date Policy and Procedure manual –all depts	a) Dev. policy and procedure manual process
	Staffing & resource levels	All depts meet minimum staffing & resource needs	b) Conduct staffing analysis
	Internal succession	70% of all leadership positions filled internally	c) Create core resource standards-all depts. d) Establish leadership dev. program

City of Cloquet Strategic Planning Process

On Friday and Saturday, April 24-25, the Cloquet City Council, City Administrator and senior management team held a leadership retreat. The focus of the retreat was twofold: (1) a discussion of effective governance, and (2) a strategic review of the operating environment. The first half of the session on Friday included a discussion of leadership roles and responsibilities, best practices in governance, including the Carver Governance Model. The second half of the day focused on a group SWOT analysis, identification of community challenges, and the establishment of strategic priorities.

Effective Governance, Roles and Responsibilities

During the first half of the Friday session, the City Council-City Administrator team reviewed and discussed the role of governance—first participating in an interactive discussion of roles and responsibilities, and then examining the Carver Policy Governance model. The Carver model was presented as a best practice example. The group discussed how they compared to the best practices. It was generally agreed that the leadership team functioned reasonably well, but that were generally an inexperienced group, so it provided a good model for the future.

Strategic Plan Development—Reviewing the Environment, Setting Priorities

On the evening of April 24, the senior management team joined the Council and City Administrator to begin the strategic planning process. Strategic planning helps leaders examine the current state of the organization, determine a desired future state, establish priorities, and define a set of actions to achieve specific outcomes. The process followed by the City was designed to answer four key questions: (1) Where are we now? (2) Where are we going? (3) How will we get there? (4) What will we do?

The team engaged in a review of their Mission, Vision and Values. A broad discussion about the City’s value proposition, organizational culture, and “Why”, informed the process. The group brainstormed key concepts for new statements. It was agreed that the group would reconvene in the following months to finalize new Mission, Vision and Value statements using the concepts generated in the retreat. Concepts identified for each:

Mission Statement:

- Provide essential services
- Safety/safe community
- Create/provide desirable place to live, work, play
- Efficient public services
- Fiscally responsible

Vision Statement concepts:

- Strategic investments
- Expectations
- Aspirational approach
- Crown jewels-to enhance
- Appearance
- Progressive
- Community support

Value Statement concepts:

- Work ethic-strong
- Honesty
- Do the right thing (ethical)
- Respectful
- Supportive
- Fairness
- Creativity
- Morale
- Conservative-fiscal
- Open-minded
- Responsive
- Independent
- Decisive

Following the mission, vision and value discussions, the group conducted an assessment of the environment within which the City operates. This was done via a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis: a process that examines the organization’s internal strengths and weaknesses, as well as the opportunities and threats in the external environment. To facilitate this, a SWOT questionnaire was distributed to the City Council and City Administration in advance of the planning session. The SWOT process revealed the most frequently mentioned characteristics in each area:

STRENGTHS

- Knowledgeable/educated staff
- Financially/fiscally sound
- Public rapport/working relationships
- Available resources-budgetary capital equipment, policies/code

WEAKNESSES

- Culturally resistant to change
- Staffing levels
- Council experience and availability
- Money is a limited resource
- Inability to prioritize

OPPORTUNITIES

- Growth and economic development
- Sales tax
- Implement studies
- Tourism and recreational opportunities
- Public involvement

THREATS

- Money
- Turf wars with adjacent municipalities
- Demographics (age, income, etc.)
- Economic (employers, mill town)
- Crime perceptions
- Labor strife/workforce (jobs-workers modification)
- Low public participation
- Politics
- Aging utilities/buildings

The group then engaged in an exercise using the summarized SWOT data. They compared strengths with opportunities and weaknesses with threats, to determine which opportunities would maximize strengths, and which weaknesses would be exacerbated by the threats. This effort helped to crystalize the current challenges and opportunities facing the community. The results of this analysis are listed below:

STRENGTHS-OPPORTUNITIES

(Make good things happen)

- Sales tax projects-tourism, etc.
- Implement studies
- Public involvement
- Economic development/growth

WEAKNESSES-THREATS

(Keep bad things from happening)

- Money-aging/crime/politics
- Culture-politics/labor strife/public participation
- Staffing-money/crime perception
- Council experience-policies
- Prioritize-low public participation

This led to the identification of a broad set of issues and/or challenges facing the community:

ISSUES/CHALLENGES

- Financial instability
- Public involvement
- Community cohesiveness
- Resistance to change (status quo)
- Political collaboration/cohesion
- Crime perception/reality
- Protecting good paying jobs
- Job growth
- Infrastructure maintenance
- Community image
- Decision-making prioritization
- Clarifying mission, vision

Once the current challenges were identified, the group discussed the issues that were most important over the next three years. From that discussion, a set of six Strategic Priorities emerged. They are:

STRATEGIC PRIORITIES

1. Financial Stability
2. Economic Development
3. Community Vision
4. Effective Governance
5. Infrastructure and Facilities
6. Operational Effectiveness

Defining the Strategic Priorities

In order to clarify the meaning of each priority in the context of Cloquet, the group identified key concepts for each. The concepts are listed below, and will be used by the group to establish the final definitions.

1. Financial Stability

- Predictability, adequate reserves, no major increases/decreases, bond rating improvement, reduced dependence on LGA, no deficit spending, no risk/no reward

2. Economic Development

- Business retention, redevelopment, reinvestment, expansion, diversification, workforce development, job creation, strategic alliances, strong EDA

3. Community Vision

- Strategic investments, expectations, aspirational approach, crown jewels-to enhance, appearance, progressive, community support

4. Effective Governance

- Decisiveness, adequate staff levels, alignment with vision, leadership, clear mission, clear roles and responsibilities, backbone-make tough choices, participation

5. Infrastructure and Facilities

- Decide/prioritize, selective strategic investments, maintain what we have, understand what we have, future needs-understand/accommodate, doesn't hamper effectiveness/support mission

6. Operational Effectiveness

- Staff levels/capacity, efficiency, effectiveness, meeting community needs and expectations, service levels, experienced management, workforce training and development, clear expectations-staff, growth-staffing linkage

Determining Success: Defining the Key Outcome Indicators

After identifying strategic priorities, the group focused on developing a set of Key Outcome Indicators (KOI's). KOI's define what the city will monitor and includes a description of successful outcomes, expressed with measures and targets.

The KOI's provide organizational focus by establishing a limited set of desired outcomes and performance targets for achievement for each strategic priority. The alignment created between KOI's and Strategic Priorities is important, not only for clarity, but also for maintaining a disciplined focus on the desired results.

Key Outcome Indicators, and Performance Targets, by priority are:

1. Financial Stability

- KOI: Bond rating; TARGET: AA+
- KOI: LGA usage; TARGET: operational use to 50% by 12/2020
- KOI: Forecasted budget; TARGET: Operating budget consistent __% of the time

2. Economic Development

- KOI: Business retention rate; TARGET: No net business loss
- KOI: New businesses; TARGET: (1) new commercial/retail center-Hwy 33 open; (2) 5 acres business park-sold; (c) 15,000 sq. ft. new office/manufacturing in Cloquet business park

- c. KOI: Downtown reinvestment; TARGET: (1) 10% reduction-storefront vacancies; (2) 15 storefront renovations;

3. Community Vision

- a. KOI: Focused community vision; TARGET: Community approved vision in place by 8/2015
- b. KOI: Strategic investments aligned with vision; TARGET: 100% of major investments aligned with vision

4. Effective Governance

- a. KOI: Decisions meeting deadlines; TARGET: 90% of decisions made by identified deadline
- b. KOI: Local option sales tax usage; TARGET: Priorities completed by September 1, 2015
- c. KOI: Collaboration with neighboring communities and local governments; TARGET: (1) Major analysis with Scanlon completed – July 15, 2015; (2) BLASD JPA resolved July 1, 2015

5. Infrastructure and Facilities

- a. KOI: CIP (streets/utilities/buildings/parks); TARGET: Expanded CIP –to include buildings and parks—plus funding strategy, adopted by 8/31/15
- b. KOI: Police facility; TARGET: Ground broken 12/31/18
- c. KOI: Public Works facility; TARGET: Phase I completed 12/31/18

6. Operational Effectiveness

- a. KOI: Policy and procedure manuals; TARGET: Policy and procedure manuals in all departments- updated and adopted
- b. KOI: Staffing and resource levels; TARGET: All departments meet minimum staff and resource needs
- c. KOI: Internal succession; TARGET: 70% of all leadership positions filled internally

Implementing the Vision: Developing Strategic Initiatives and Action Plans

To successfully address the strategic priorities and achieve the intended outcomes expressed in the KOI's, it is necessary to have a focused set of actions, including detailed implementation steps to guide organizational effort. The City of Cloquet will accomplish this through development of strategic initiatives for each priority. Strategic initiatives are broadly described, but narrowly focused activities that are aligned with the priorities, and targeted to the achievement of outcomes expressed in the KOI's.

The senior staff, during a strategic planning session on May 28, developed a set of strategic initiatives, along with detailed action steps:

1. **Financial Stability**
 - a. Create a debt policy
 - b. Develop an LGA operational reduction strategy
 - c. Create/establish a budget monitoring plan

2. **Economic Development**
 - a. Develop a comprehensive business retention/outreach program
 - b. Develop a strategy for Highway 33 corridor-specific areas: 1) North Hwy 33-business park;
2) South Hwy 33 & I-35
 - c. Conduct outreach to downtown property owners

3. **Community Vision**
 - a. Develop a comprehensive community vision process
 - b. Analyze financial investments and correlate with vision projects

4. **Effective Governance**
 - a. Develop a Council decision review process
 - b. Create a process for achieving 100% participation of all Councilors
 - c. Prioritize use of sales tax funds
 - d. Develop collaboration approaches with neighboring communities and local governments

5. **Infrastructure and Facilities**
 - a. Develop a comprehensive CIP and funding strategy
 - b. Develop a Police facility project plan for a 3.5 year build
 - c. Develop a Public Works facility project plan for a 2.5 year period

6. **Operational Effectiveness**
 - a. Create a policy and procedure manual process for organization
 - b. Conduct a staffing analysis-entire organization
 - c. Establish core resource standards – all departments
 - d. Establish a leadership development program

Strategic Planning Participants

The strategic plan was developed with the hard work and dedication of many individuals. The City Council, with its foresight and dedication led the way, taking time out their schedules to commit to long-term thinking. They defined a direction and a set of outcomes that are important to the community. The senior staff supported the City Council and also engaged in new ways of thinking.

Elected Officials

Dave Hallback, *Mayor*

Jeff Rock, *Councilperson-Ward 1*

David Bjerkness, *Councilperson-Ward 2*

Roger Maki, *Councilperson- Ward 3*

Kerry Kolodge, *Councilperson-Ward 4*

Steve Langley, *Councilperson-Ward 5*

Lara Wilkinson, *Councilperson-at-Large*

City Administration-Department Staff

Brian Fritsinger, *City Administrator*

Nancy Klassen, *Finance Director*

Steve Stracek, *Police Chief*

James Prusak, *Public Works Director*

Mary Lukkarila, *Library Director*

Holly Butcher, *Community Development Director*

APPENDIX I

SWOT Analysis Data

In order to clarify the strategic challenges confronting the community, the City Council and senior staff conducted a review of the current operating environment using a SWOT analysis methodology.

SWOT stands for Strengths, Weaknesses, Opportunities and Threats. The internal strengths and weaknesses and the external opportunities and threats were assessed. This was done in two parts: (1) in advance of the retreat, all participants completed a SWOT questionnaire; and (2) the group participated in a facilitated process that used the questionnaire results as the basis for analysis and decision-making.

The following pages contain the complete information contained in the questionnaire responses.

SWOT Results – Strengths

- Experienced management and staff.
- Police Department is transforming at a rapid pace.
- Due to numerous studies recently completed, we understand our reality.
- Financially sound organization.
- Good staff. Financial sound.
- Experienced, hard-working staff
- Excellent City Administrator
- City Council that is dedicated to running Cloquet in a fiscally-sound manner, while still providing excellent services to our residents
- The City has a top-notch City Administrator and an equally capable Finance Director. These two positions provide a great deal of stability and predictability (in a good sense).
- The Dept. Heads are dedicated, and provide the City Council with good information, which allows us the ability to make better-informed decisions
- I believe our cities greatest strength is its people. We all for the most part want our city to be better.
- Financial stability
- Thoughtful, knowledgeable, responsive city staff
- Generally positive rapport with the public
- At present: special resources for unique improvements (half-percent sales tax funds)
- Forward-thinking approach and willingness to undertake changes.
- Full service city that offers its residents the opportunity to enjoy a library, parks, streets, etc.
- Fiscally responsible, planning ahead for financing city services.
- Strong Guiding Policies and Code
- Its Employees
- Community Support
- Conservatism
- Departmental Leadership
- Good/Modern Equipment
- Public Access to Staff
- Cooperative Spirit Internally and Externally
- We have a leadership team with significant work experience and knowledge

- We have cohesion as a team and a respectful work environment
- We have collaborated well within the community and have great working relationships that support growth and success

SWOT Results – Weaknesses

- Inexperienced council.
- Council availability to participate in committees/initiatives.
- Over commitment – too many goals (need to be more realistic).
- Inability to prioritize and commit to projects.
- Pace of infrastructure investment and improvement is limited by the model under which we operate, limited capacity-need to consider the advantages of using consultants for design of road and utility projects.
- Switching from reactive to strategic.
- The culture of many of the residents is to keep things the way they are. This has been ingrained for decades. New ideas and progress come hard. The City Admin, Dept. Heads and Council have been averse to taking on this culture in a way that will make real changes for the better.
- Lack of personnel to take on projects. Many are highly visible projects.
- As a City, we are afraid to spend money. However, I do see a little movement in that area lately.
- The City lacks Ordinances that deal with residential, commercial and rental properties, fire codes, inspections and other issues that combat residential/rental and commercial blight.
- As of right now we seem to be lacking in prioritizing our projects.
- Lack of facility space and poor condition of some buildings
- Overworked City Administrator (I think we have help coming fairly soon, but this is important)
- Inability to keep city streets in good condition
- Public resistance to change/spend/grow (only a certain contingent of residents)
- Limited resources in terms of money and staffing
- Enforcing consistency within the application of policy (with inconsistency often being driven by the council)
- Staffing is not back to what it was prior to 2003 cuts.
- Its Employees
- Adaptability and Willingness to Change
- Over Commitment

- Growing Sense of Personal Agenda's
- Accessing Resources Available to City of Cloquet
- Conservatism
- Celebrating Successes/Tooting our own Horn/CAT-7 Programming
- Human Resources - Staffing
- Vision
- Takes Forever to Accomplish Anything
- Changing Technology/Social Media
- We lack adequate human resource support
- Out IT system often needs service and there is little ability to control our budget related to this expense
- We could do a better job of identifying and staying true to a common mission and goals
- We are challenged with motivating line staff and getting the best work product out of them
- Inadequate succession planning

SWOT Results – Opportunities

- Taking advantage of the sales tax opportunities and ability to leverage additional funding.
- Determine if consolidation with Scanlon is viable.
- Strong economy.
- City sales tax projects.
- I am sensing a change in the population in the area of voters willing to pay increased property taxes for better services and amenities. This is by no means a groundswell, but it appears different than in past decades. We need to capitalize on that slight change in public support. Examples are the ½% Local Option Sales Tax and Middle School Votes.
- The positive changes in the state and national economies give us a chance to catch-up on capital projects and things lost during the great recession.
- Hiring new personnel as current employees retire. Tap into the technology-savvy workforce that is out there.
- Economic development and job creation
- Get more public involvement (like we have now regarding riverfront development)
- More public events to bring people to Cloquet
- Retail development
- Economic development (hwy 33, business park, etc.)

- Transformative improvements, through parks projects, infrastructure improvements, code changes for better control of blighted properties (i.e.: rental housing licensing/inspection)
- Construction of new middle school
- Solid continued leadership through talented city staff and their ability to identify resources and opportunities for improvement
- Forward movement on data from studies.
- Location near two major highways and the St. Louis River are great opportunities for future business growth and tourism.
- Community growth
- Implementation of Various Studies
- Getting "Passerby's" to Stop in Community
- Regional Recreation/Trails/Library
- Implementation of Sales Tax
- Growth of FDLTCC
- Growth of Hospital/Health Care
- We have a growing community with many opportunities to try new things and expand our assets and services
- New positions within the organization allowing us to bring in fresh ideas and new energy
- We have a great opportunity to draw in tourists by expanding recreational opportunities including biking, hiking, river use, improving our dining and theater/entertainment offerings

SWOT Results – Threats

- School referendum passing, what is community's tolerance for spending? Will city projects be viewed as similar priorities?
- Tribal independence. Limited relationship with Fond du Lac Reservation – potential collaborative opportunities lost.
- Limited community involvement.
- Limited relationship with legislative delegation.
- Dependence on LGA – future uncertainty.
- Competition from surrounding communities for economic development opportunities.
- Retirements.
- School and CAFD building projects
- Another fiscal crisis at the state or national level.

- Labor strife
- Lack of a cohesive City Council
- Crime.
- Financial barriers
- Public push-back against progressive initiatives
- Potential loss of funding through future LGA cuts
- Potential implications of FDL Class-1 Air Quality Redesignation
- Cuts in LGA from state may come
- The possibility of one of our three mills closing/Sippi, USG, Jordan Brands
- The likelihood that the Fond du Lac Chippewa Tribe will be taking over Air Quality standards covering a wide area, including Cloquet
- Other taxing authorities levying high amounts affects the City's decision on how much to levy.
- County not working closely with City leaders to accomplish mutual goals and/or assist the City in succeeding with its goals.
- Lack of business development/diversity of development
- High property taxes
- Politics/Council changeover
- Further LGA reform
- Health Insurance premium costs
- FDL Class I Air Designation
- Crime Perceptions/Drugs
- Community Resistance to Change
- Carlton County
- Lack of Affordable Housing
- Lack of High Paying Jobs
- Expectations of Service Levels not Aligned with Reality
- Aging Infrastructure
- Legislative Leadership
- Tax Disparity in Urban/Rural
- Continued Deterioration of Downtown as a Place to do Business
- Little Community Participation/Few Champions
- Quality of life threats, aging buildings, crime issues, rental property growth

- Loss of large employers or downsizing staff numbers based on changes in market or other business threats

SWOT Results – Highest Priorities

- Prioritize needs, develop a strategy and execute projects – quit talking start doing.
 - Facilities
 - Infrastructure
 - Parks/Beautification
- Economic Development, focus on:
 - Business Park
 - Highway 33/I35 Development
 - Downtown Redevelopment
- Develop a communication strategy. We need to better control the message that is being delivered to the public about council business and city initiatives. This is especially necessary with new leadership and the number of projects we are considering.
- City sales tax projects
- Building study
- Economic development
- Balanced budget
- Parks Master plan
- Retail development in the I-35/Hwy 33 area (and Business Park)
- Deciding what to do about our facilities
- Prioritizing projects to be paid for by our sales tax receipts
- Continuing to do everything we can to get retail development near I-35 & Hwy 33
- Getting the rising crime rate under control.
- Getting the police department an adequate facility and the training/equipment they need to do there job properly.
- Prioritizing the spending of the 1/2-cent sales tax and getting the parks projects underway.
- Sound financial planning for the long term
- Implementation of 1/2-percent sales tax projects
- Big-picture planning (facilities, police, sales tax, community vision, etc.)
- Improve city facilities
- Results evident from use of the sales tax money
- Increase in new businesses
- Public Facilities

- Continued Development of Organizational Team/City Council/Staff
- Scanlon Merger/Consolidation
- Address community blight issues (business and residential)
- Develop a remarkable park system and improve our draw for tourism, sporting events, etc.
- Continue to grow our industrial, commercial, and retail base

APPENDIX VI
Strategic Initiatives-Action Plans

Strategic Priority 1: Effective Governance

Key Outcome Indicator: Progress in the form of agreements and/or analysis is completed

Initiative B: Collaboration with Neighboring Communities/Local Governments

Actions	Measure of Success	Who's Responsible	Target Date
The City Council Create an Internal Ad Hoc Merger Committee	The committee membership is identified by the Council.	City Council	5-01-2015
Obtain Proposal for Preliminary Merger Consultation Services	The City has obtained at least one proposal for this service from a qualified firm.	Brian	6-05-2015
Present Merger Consultation Proposal to the Scanlon City Council	The Scanlon Council has received and taken action on the proposal.	Scanlon Mayor Johnson	7-01-2015
Present Merger Consultation Proposal to the Cloquet City Council	The Cloquet Council has received and taken action on the proposal.	Brian/City Council	7-01-2015
Complete the Preliminary Merger Analysis	The consultant has completed an analysis of the critical issues related to the merger and presented such findings to the City Council	Consultant/Brian/ City Council/Al C Department Heads	9-01-2015
Meet with BLASD to Identify the Final Proposed Project	The City Council has met with BLASD and agreed to a final project concept.	Brian/Jim P/ City Council	6-15-2015
Approval of a Joint Powers Agreement Between BLASD and City of Cloquet	A JPA has been approved and executed by both organizations.	Brian/Jim P/ City Attorney/ City Council	12-31-2015

Strategic Priority 2: Operational Effectiveness

Key Outcome Indicator: Staffing needs are accomplished with succession planning in mind.

Initiative A: Establish Leadership Development Program

Actions	Measure of Success	Who's Responsible	Target Date
Develop a Training Program for City Employees	A program that details	Human Resources/ Department Heads	12-31-2015
New Hires Should be Interviewed and Reviewed for Potential to Advance	The hiring process has been amended to strengthen focus on leadership and future advancement	Human Resources/ Department Heads	6-30-2016
Review Job Descriptions to Include Skill Sets Necessary for Promotion	All job descriptions are updated to include a section on leadership and future advancement	Human Resources/ Department Heads	6-30-2016

Strategic Priority 2: Operational Effectiveness

Key Outcome Indicator: Each Department has Developed and Implemented a Procedural Manual

Initiative B: Develop Policy & Procedure Manual Process

Actions	Measure of Success	Who's Responsible	Target Date
Research and Update Policies from other Cities, State Standards, etc.	Each department has conducted research of other similar departments to identify those policies/procedures that they use in those departments.	Brian/ Department Heads/ Other Supervisors	10-31-2015
Identify Policies/Procedures Needed for all City Departments	The Department Heads have identified a list of mutually required policies/procedures.	Brian/ Department Heads/ Other Supervisors	10-31-2015
Identify Policies/Procedures Unique to individual Departments	Each department has identified those policies and procedures that are unique to their department.	Brian/ Department Heads/ Other Supervisors	10-31-2015
Identify a Schedule for Approval and Implementation	A realistic schedule for action is identified and agreed upon	Brian/ Department Heads/ Other Supervisors	12-31-2015

Strategic Priority 2: Operational Effectiveness

Key Outcome Indicator: ???

Initiative D: Create a Resource Standard for Each Department

Actions	Measure of Success	Who's Responsible	Target Date
Benchmarking with Similar Sized Communities			
Research State Standards that may Exist			
If necessary, Hire Consultant to Review resources (ie. # books in library)			

Strategic Priority 3: Financial Stability

Key Outcome Indicator: Improve and Hold Bond Rating

Initiative A: Debt Policy

Actions	Measure of Success	Who's Responsible	Target Date
Research other Communities and Advisory information.	Copies of various debt policies and recommendations from GFOA and LMC.	Finance Director	Done
Create Rough Draft of Debt Policy.	Draft ready to be reviewed.	Finance Director	10-31-2015
Review and Discuss Debt Policy Draft with City Administrator.	Meeting between Finance Director and City Administrator.	City Administrator & Finance Director	11-30-2015
Revise Draft Debt Policy as Needed.	Debt Policy ready to be presented to Council.	Finance Director	12-31-2015
Debt Policy Approved.	Request for council action prepared and item put on agenda.	Council Finance Director	1-30-2016 or sooner if debt issued

Strategic Priority 3: Financial Stability

Key Outcome Indicator: Manageable LGA Usage

Initiative B: LGA Operational Reduction Strategy

Actions	Measure of Success	Who's Responsible	Target Date
History of LGA changes.	Worksheet showing City's LGA certified and actually received.	Finance Director	Done
Determine current % of operating budget covered by LGA.	Calculation of current %.	Finance Director	5-30-2016
Forecast LGA and other operational items.	Worksheet/graph with forecast.	Finance Director	5-30-2016
Develop options to shift LGA revenue away from operating budget.	Worksheet showing options.	Finance Director	5-30-2016
Monitor and adjust yearly or sooner if necessary.	Options incorporated into budget schedules.	Finance Director	Yearly during budget process

Strategic Priority 3: Financial Stability

Key Outcome Indicator: Forecasted Budget

Initiative C: Establish Budget Monitoring Plan

Actions	Measure of Success	Who's Responsible	Target Date
Establish draft procedures for monitoring and reporting budget to actual results.	Draft document outlining the procedures for reporting budget variances.	Finance Director	11-30-2016
Review draft with City Administrator and Department Heads.	Draft presented at department head meeting.	City Administrator Finance Director Other Department Heads	1-30-2017
Budget entered into system more accurately by month.	Budget in system timed to actual month closer.	Finance Director	1-30-2017
Department Heads responsible for monitoring their budgets and explaining variance to the Finance Department.	Department Heads are reporting variances to Finance for inclusion in the monthly financial report to the City Administrator.	Department Heads	1-30-2017
Quarterly departments report to Council for over/under budget items for their departments if determined to be significant variances.	Quarterly reports to Council by Department Heads for significant variances.	Department Heads	End of Quarter 1, 2017 (May 2017) and quarterly thereafter.

Strategic Priority 4: Community Vision

Key Outcome Indicator: Focused Community Vision

Initiative A: Develop a Community Vision Process

Actions	Measure of Success	Who's Responsible	Target Date
Develop a community vision team or committee (Chamber of Commerce/City/Community/Business members.	Team in Place	Community Vision Team	3 months
Identify our current stakeholders	Stakeholders identified.	Community Vision Team	3 months
Seek out unidentified, prospective stakeholders—look for buy-in	Verify stakeholders.	Community Vision Team	3 months
Review current processes in effect to draw and build on the methods.	Analysis of current processes used by the City, if any.	Community Vision Team	3 months
Compose a list of how we are currently connecting with the community.	Analysis of current processes used by the City, if any.	Community Vision Team	3 months
Develop a strategy to disseminate community input.	City Council approve a strategy.	City Council	3 months
Analyze/identify the infrastructures we are currently highlighting in our community.	???	Community Vision Team	3 months
Seek out other cities with similar characteristics and review what processes they are currently using.	List of other Cities and techniques they use to engage the public identified.	Community Vision Team	3 months

Strategic Priority 4: Community Vision

Key Outcome Indicator: Strategic investments align with vision

Initiative B: Analyze Financial Investment Vision Process

Actions	Measure of Success	Who's Responsible	Target Date
Analyze and compare our current spending to ensure it aligns with information/results from Community Vision Process		Community Vision Team/Finance	Six months to 1 year
Increase and direct our spending efficacy by analyzing expenditures for new, upkeep/repairs and new/growth		Community Vision Team/Finance	Six months to 1 year

Strategic Priority 5: Infrastructure & Facilities

Key Outcome Indicator: Five year CIP Approved by Council

Initiative A: Comprehensive CIP

Actions	Measure of Success	Who's Responsible	Target Date
Prioritize Infrastructure	City staff identifies its priority projects.	Parks Commission, Jim P/Caleb P Brian	7-10-2015
Draft to City Council	The City Council provide response to staff regarding priorities.	Jim P/Caleb P Brian City Council	7-21-2015
Funding Final	The priority projects are analyzed for funding opportunities and impact on levy and final proposed CIP developed.	Nancy Brian	8-07-2015
Final to City Council	The City Council approve the final 5 year CIP.	Brian/Nancy City Council	9-30-2015

Strategic Priority 5: Infrastructure & Facilities

Key Outcome Indicator: A Plan for Police Facility In Place

Initiative B: Develop Police Project Plan

Actions	Measure of Success	Who's Responsible	Target Date
City Council Review/Accept Final BKV Facilities Study	City Council acceptance of study.	City Council Brian	8-04-2015
Decision on Project Timing	City Council decision on project priority and timing.	City Council	9-30-2015
Funding Strategy	An acceptable funding strategy is presented to the City Council.	Nancy Brian	8-2016
RFP Architect	City Council authorize and select architect.	Brian City Council	6-2017
Building Design and Layout Committee Established	Committee established to work with architect on design.	Committee	8-2017
Draft Plans Reviewed by City Council	Concept plan presented and accepted by the City Council.	Committee/Brian City Council	4-2018
Final Plans Approved and Bid	City Council approves plan and authorizes bid.	City Council Brian	10-2018

Strategic Priority 5: Infrastructure & Facilities

Key Outcome Indicator: A Plan for Public Works Facility In Place

Initiative C: Develop Public Works Project Plan

Actions	Measure of Success	Who's Responsible	Target Date
City Council Review/Accept Final BKV Facilities Study	City Council acceptance of study.	City Council Brian	8-04-2015
Decision on Project Timing	City Council decision on project priority and timing.	City Council	9-30-2015
Funding Strategy	An acceptable funding strategy is presented to the City Council.	Nancy Brian	12-30-2015
RFP Architect	City Council authorize and select architect.	Brian City Council	6-2016
Building Design and Layout Committee Established	Committee established to work with architect on design.	Committee	8-2016
Draft Plans Reviewed by City Council	Concept plan presented and accepted by the City Council.	Committee/Brian City Council	4-2017
Final Plans Approved and Bid	City Council approves plan and authorizes bid.	City Council Brian	10-2017

Strategic Priority 6: Economic Development

Key Outcome Indicator:

Retention Rate

Initiative B: Comprehensive Retention Outreach Program


Actions	Measure of Success	Who's Responsible	Target Date
Conduct ongoing BRE Visits (city, chamber, county)	Visit 3 businesses quarterly (1/month).	Kelly Zink Holly	09-30-2015
Conduct business exit interviews to ID issues experienced	Develop exit interview. Monitor media/local beat to analyze who is or has gone out of business, then ID who will take the lead in contacting the business to inquire / schedule exit interview.	Holly Kelly Connie	09-30-2015
Survey major businesses to ID supply chain vendors who may be interested in starting a business in Cloquet.	Initiate / outreach to different companies identified that are currently not here but were identified as a supply vendor need.	Holly EDA	12-31-2015
Ensure that Cloquet land and building opportunities are online	Quarterly scan Northland Connection property listings to ensure their accuracy.	Holly EDA	Ongoing
Ensure that regional economic development partners are aware of opportunities in Cloquet (e.g. APEX, Northspan, Entrepreneur Fund etc.)	Ongoing quarterly communications with agency contacts.	Holly EDA	9-30-2015



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: August 12, 2015

ITEM DESCRIPTION: Sale of Tax Forfeited Land

Proposed Action

Staff recommends that the City Council move to approve the sale of tax forfeited land within the City as identified in the July 29, 2015 letter from Carlton County.

Background/Overview

The City has received a request from the Carlton County Land Commissioner seeking the City's review of tax forfeited land. The City will receive such a request fairly regularly on an annual basis.

Specifically, the City is being asked to provide an approval or disapproval of the sale of such property which consists of several parcels identified in the attachments. In reviewing these properties, there does not appear to be any strategic value to the City. However, PID 06-03-0920 is a parcel of property which the City has previously assessed approximately \$10,000 for nuisance abatement and property clean up.

Under the forfeiture process, the assessments would be eliminated. However, the County Land Commission has indicated the City can re-levy or re-certify the assessment at the later date. The Council should discuss whether or not it intends to re-levy the assessment so that the County can be notified. The pending assessment would most likely have an impact on the County's ability to sell this parcel.

Policy Objectives

Minnesota Statute 282.01, Subd. 2, requires that cities and organized townships shall first approve the sale of tax forfeited land located within their respective boundaries before it can be offered for sale by the County. If the City desires to acquire the land by procedures identified in this same section of law, it must file a written application with the County Board to withhold the parcel from public sale.

Financial/Budget/Grant Considerations

As noted above, there is potentially a loss of the outstanding assessment. There is no other current impact on the City. With the sale of the properties, the City should receive future property tax value.

Advisory Committee/Commission Action

None.

Supporting Documentation

- Parcel Map
- Land Description

TAX - FORFEITED LANDS TO BE OFFERED FOR SALE IN THE CITY OF CLOQUET

PARCEL DESCRIPTION	ACREAGE	REQUESTED BY	REASON FOR DISAPPROVAL (Only for parcels not approved)
Parcel ID No.06-030-0300 Lot 1 Block 2 City of Cloquet Case Melville Addition			
Parcel ID No. 06-030-0380 Lot 6 Block 2 City of Cloquet Case Melville Addition			
Parcel ID No. 06-030-0920 Lot 10 Block 4 City of Cloquet Case Melville Addition			
Parcel ID No. 06-045-0460 Lot 9 Block B City of Cloquet Original Plat			
Parcel ID No. 06-110-0620 Lot 15 Block 2 City of Cloquet Dixons Addition			

The classification of the above description of lands is hereby approved excepting such parcels as have been lined out.

DATED: _____

The Mayor of the City of Cloquet

ATTEST: _____
Clerk

of _____

By _____
Mayor





Carlton County

Tax - Forfeit Land Department

1630 County Road 61, Suite 132 • Carlton MN 55718

Gregory J. Bernu, *Land Commissioner* • Mark Westphal, *Forester*

July 29, 2015

Brian Fritsinger
City of Cloquet
1307 Cloquet Avenue
Cloquet, MN, 55720

Dear Municipal Clerk:

Minnesota Statute 282.01, subd. 1 requires that cities and organized townships shall first approve the sale of tax-forfeited land located within their respective boundaries before any land can be offered for sale by the County. This statute further states:

The town board of the town or the governing body of the municipality is considered to have approved the classification or reclassification and sale if the county board is not notified of the disapproval of the classification or reclassification and sale within 60 days of the date the request for approval was transmitted to the town board of the town or governing body of the municipality.

Would you please review the parcel(s) listed on the attached sheet and indicate your approval or disapproval of the sale of the parcel(s) by September 30, 2015?

If you have any questions, please feel free to contact me at 218-384-9179.

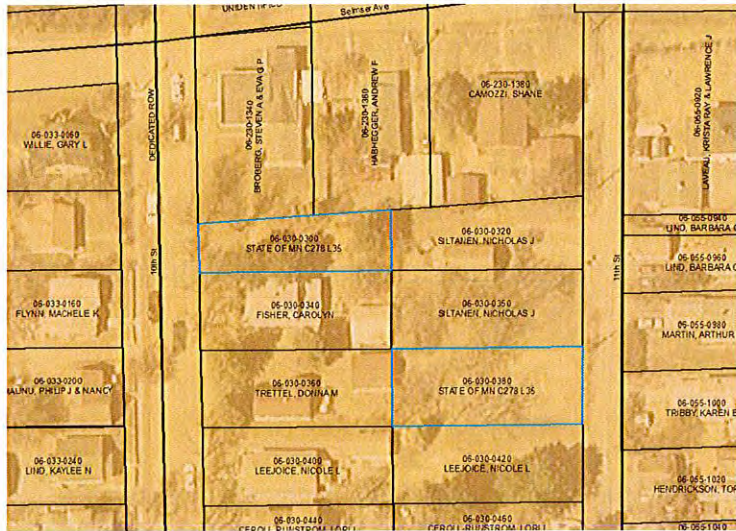
Sincerely,

Gregory J. Bernu
Land Commissioner

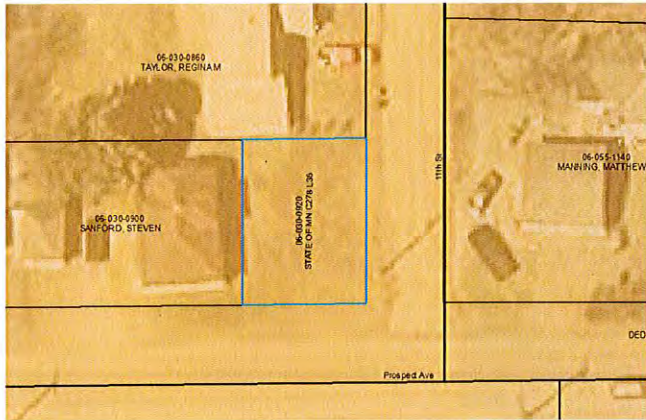
GJB

enc

No value to City, value to adjacent residents. Value to broaden out widen adjacent residential lots. Housing Study Guides to split parcels such as this with adjacent neighbors or directly with adjacent neighbors depending on lot layouts surrounding.

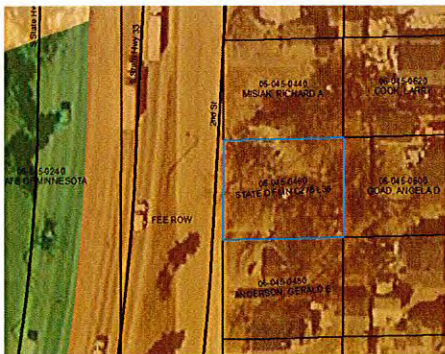


Value to have City funds repaid with lot sale, or another path forward. City crews tore down this house (Penny Kult's), as 3 banks walked away from it as its not a buildable lot. Most value to neighbor to west.



10K
clean-up
lien

No value to City, value to adjacent residents. City/County housing code case – owners put in a furnace without permit and tore out the home's key support beam in the process.





TAX - FORFEITED LANDS TO BE OFFERED FOR SALE IN THE CITY OF CLOQUET

PARCEL DESCRIPTION	ACREAGE	REQUESTED BY	REASON FOR DISAPPROVAL (Only for parcels not approved)
Parcel ID No.06-030-0300 Lot 1 Block 2 City of Cloquet Case Melville Addition			
Parcel ID No. 06-030-0380 Lot 6 Block 2 City of Cloquet Case Melville Addition			
Parcel ID No. 06-030-0920 Lot 10 Block 4 City of Cloquet Case Melville Addition			
Parcel ID No. 06-045-0460 Lot 9 Block B City of Cloquet Original Plat			
Parcel ID No. 06-110-0620 Lot 15 Block 2 City of Cloquet Dixons Addition			

The classification of the above description of lands is hereby approved excepting such parcels as have been lined out.

DATED: _____

ATTEST: _____
Clerk

The Mayor of the City of Cloquet

of _____

By _____
Mayor

TAX - FORFEITED LANDS TO BE OFFERED FOR SALE IN THE CITY OF CLOQUET

PARCEL DESCRIPTION	ACREAGE	REQUESTED BY	REASON FOR DISAPPROVAL (Only for parcels not approved)
Parcel ID No.06-030-0300 Lot 1 Block 2 City of Cloquet Case Melville Addition		15 TH + 16 TH ST.	
Parcel ID No. 06-030-0380 Lot 6 Block 2 City of Cloquet Case Melville Addition			
Parcel ID No. 06-030-0920 Lot 10 Block 4 City of Cloquet Case Melville Addition			
Parcel ID No. 06-045-0460 Lot 9 Block B City of Cloquet Original Plat 38-2ND ST.		2ND ST + 3RD ST	
Parcel ID No. 06-110-0620 Lot 15 Block 2 City of Cloquet Dixons Addition 15-16TH ST.		16 TH + CLOQUET	

~~SRP~~
SRP

Any strategic value to City
of any of these?

(SRP)

None that I can think of, SRP
See Attached

The classification of the above description of lands is hereby approved excepting such parcels as have been

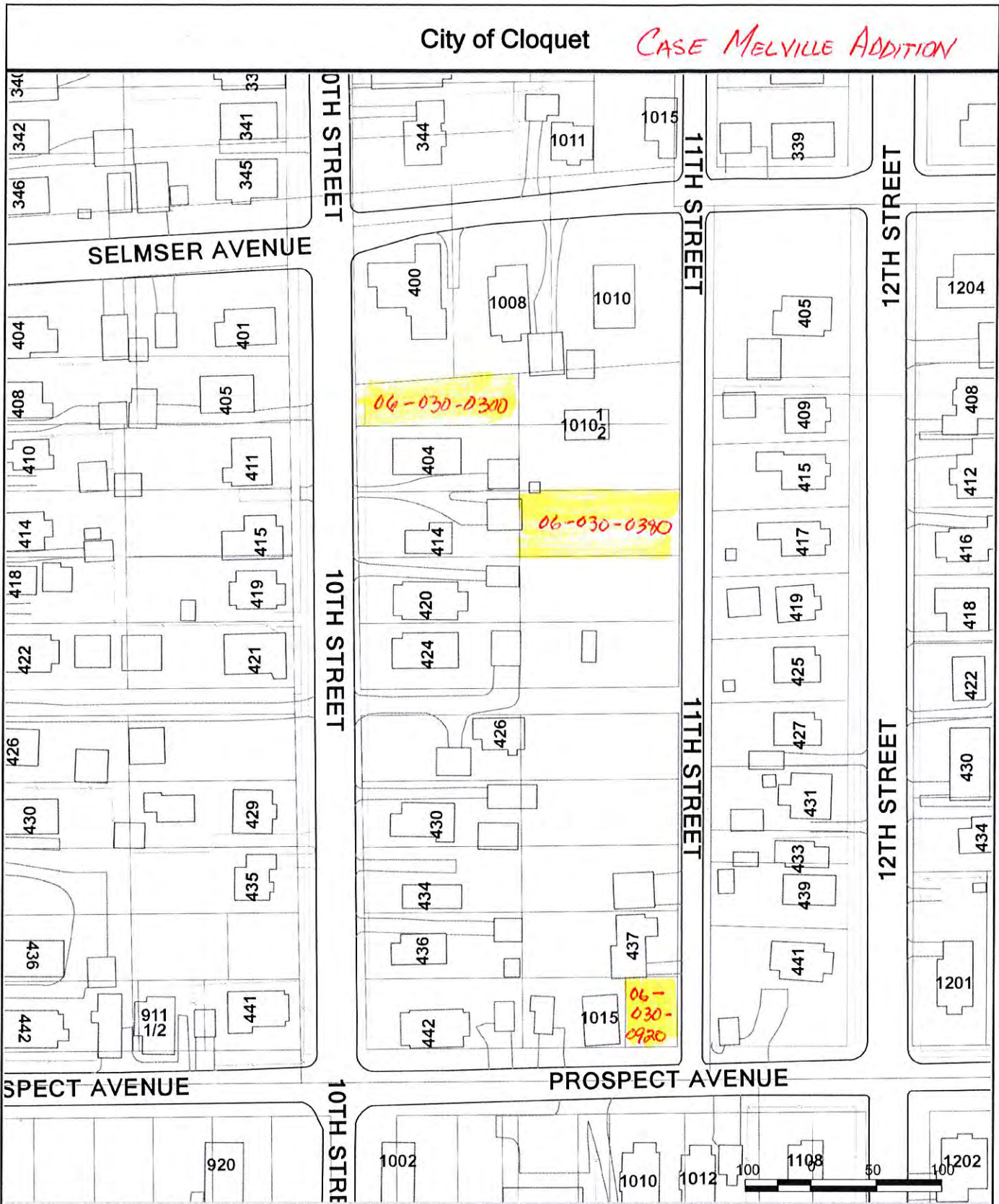
DATED: _____

ATTEST: _____
Clerk

The Mayor of the City of Cloquet

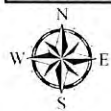
of _____

By _____
Mayor



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-ground surveys and historical analyses of sites may differ from the maps.

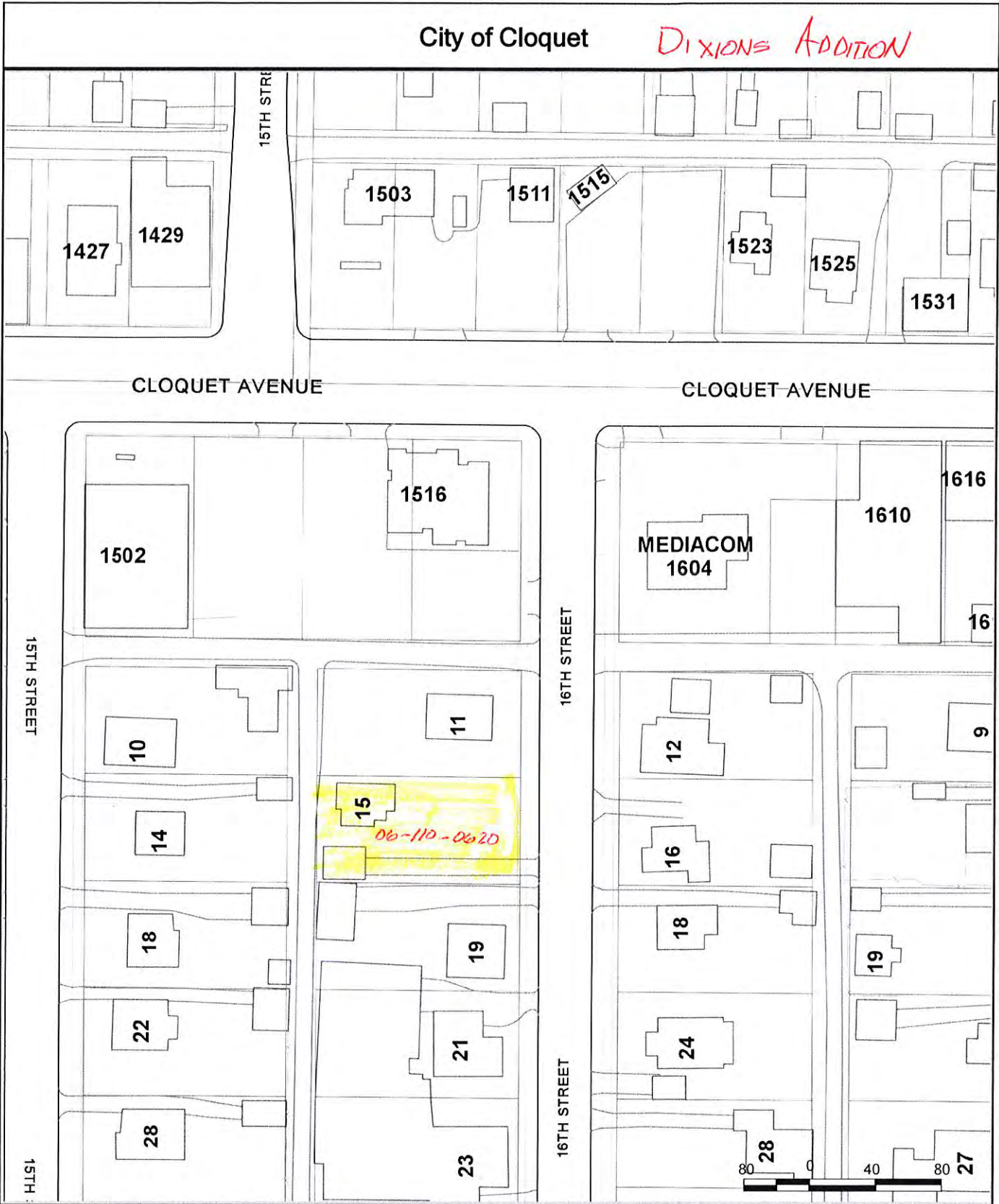
City of Cloquet



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City of Cloquet

DIXONS ADDITION



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-ground surveys and historical analyses of sites may differ from the maps.



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator
Date: August 13, 2015



ITEM DESCRIPTION: City Council iPad Use Policy

Proposed Action

Staff recommends the City Council adopt the City Council iPad Use Policy.

Background/Overview

City communications increasingly occur through electronic means. Over the years, the City has followed various formal and informal procedures for effective use of electronic communications with mixed results.

As part of its adopted 2015 budget, staff was directed to purchase iPads for use to distribute agenda materials and other items to the City Council. The measure was taken in an effort to reduce the amount of paper used and number of copies made in preparing agenda materials for City Council meetings. It is also being implemented to develop a consistent and equal form of communication to all elected officials.

As these will be the first tablet computers in use by the City, a new policy is needed to govern their use. The policy includes straight forward guidelines for use of the iPad and clarifies compliance issues with the Minnesota Data Practices Act. The City Council reviewed a policy at its first meeting in January and directed staff to update the policy per its conversation on August 4, 2015.

Policy Objectives

By authorizing the acquisitions of iPads, the City Council recognized that the provision and use of an iPad will assist the Council members in the efficient use of public duties, provide cost savings to the City, and improve service to the public.

Financial/Budget/Grant Considerations

The City had budgeted \$6,000 for the purchase of the iPads in 2015. Under this policy, at the direction of the City Council, the City would also be covering the cost of a data plan to allow for Councilor use of iPads. Under this approach, the City will need to budget an additional \$3,600 annually.

Advisory Committee/Commission Action

None.

Supporting Documentation

- iPad Policy

CITY OF CLOQUET

City Council iPad Use Policy Adopted August 18, 2015

Section 1. Purpose. The City Council has determined that the provision of iPads to members of the City Council will assist them in the efficient performance of their duties. This policy is adopted by the City Council and constitutes its mutual statement of what are, and are not, appropriate uses for these important technology tools. The devices are intended to be utilized by Council members for the purpose of enhancing meeting workflow and the reduction of paper agenda packet materials.

Section 2. Receipt of iPad by City Council Members. The City will issue each City Council member an iPad, a charging cable/adaptor, and a protective cover (collectively "City iPad"), which shall at all times remain City property. Any iPad accessories desired by a City Council member in addition to those provided by the City shall be purchased by the City Council member at his or her own expense and shall remain the property of such City Council member. Before being issued the City iPad, a City Council member shall sign an acknowledgment of this policy.

Section 3. Care of iPad. Each City Council member is responsible for the general care of his or her City iPad. Further, City iPads must remain free of any writing, drawing, stickers or labels that are not the property of the City. Each City Council member shall take reasonable steps to prevent his or her City iPad from being stolen or damaged. City iPads that malfunction or are damaged must be reported to the City Administrator. The City will be responsible for repairing City iPads that malfunction. While instructions and advice may be offered, the City staff is not responsible for home network use or support.

The City does not maintain loaner devices, thus, users will be responsible for conducting meetings without a device in the event of a lost or misplaced device. Users will be responsible for the general care and maintenance of assigned tablets, including: keeping batteries charged and ready for use at meetings; cleaning the screen as needed; using appropriate stylus devices; utilizing protective cases at all times. Council members are responsible for the replacement cost for device damage or loss due to negligence.

Section 4. Software on iPad. The software and applications installed by the City must remain on the City iPad in usable condition and be readily accessible at all times. From time to time, the City may add or upgrade software applications for use by City Council members such that individuals under this policy may be required to check in their City iPad with the City Administrator for a periodic update and syncing. Files from sources that a City Council member may have any reason to believe may be untrustworthy shall not be downloaded. If technical difficulties occur or illegal software is discovered, the City iPad will be restored from a backup image maintained by the City and certain information on the device may be lost. The City shall not be responsible for the loss of any software or documents deleted due to a restoration. A City Council member shall not do anything to gain root access to the iPad operating system (i.e. "jailbreaking"). Further, the illegal installation of copyrighted materials on a City iPad is strictly forbidden, as is the illegal transmission of copyrighted materials.

iPads provided to each City Council member will be Wi-Fi compatible. However, if any user wishes to subscribe to a data plan with a cellphone provider, the plan must be purchased by the City Council member. All such associated costs will be the responsibility of the City Council member.

Section 5. Acceptable Use. The City iPad provided by the City is a tool for conducting City business. Thus, City Council members shall use the City iPad primarily for City business related purposes. Under no circumstance shall any City iPad be used for political campaign purposes.

City Council members using the City iPad are acting as representatives of the City and inappropriate communications or content on the City iPad can give rise to claims of discrimination, harassment, defamation and copyright infringement. As such, City Council members must act in such a way not to damage the reputation of the City by creating, reviewing, storing, transmitting, or intentionally receiving communications, files, or documents that are or could be interpreted as being intimidating, harassing, unlawful, or containing hostile, degrading, sexually explicit, pornographic, discriminatory, or otherwise offensive reference. Any communication that violates applicable laws and regulations is not allowed.

Incidental and occasional personal use of the City's electronic communication systems via the iPad is acceptable, provided such use complies with the following:

- It does not interfere with the business of the City.
- It does not violate open meeting law.
- It does not result in an expense for the City.
- It does not include abusive, profane or offensive language.
- It does not involve criminal activities, including the illegal use of copyrighted material.
- It does not involve online gambling websites.
- It does not involve the viewing or distributing of pornographic or sexually related.
- It does not involve viewing or distributing materials related to the intolerance of a gender, race, ethnicity, religion, or protected class.
- It does not relate to political campaigns.

Section 6. Data on City iPads. The City iPads are public property. All documents, files and email messages created, received, stored in, or sent from any City iPad are governed by the Minnesota Data Practices Act and other relevant City policies regarding data storage and electronic communications.

City Council members shall have no expectation of privacy in connection with the use of a City iPad and shall use the devices accordingly. The Minnesota Data Practices Act may require that the contents of the City iPads may be disclosed within or outside the City without the permission of the individual at any time.

Section 7. Data Plan. The City shall provide and pay for, at the request of the Council member, the cost associated with the provision of a data plan or connection provider. Such provider and plan will be identified and determined by the City with the intent to provide basic service. The Council member shall be responsible for the payment of any data usage in excess of the plan limit.

Section 8. Apple ID. Each City Council member will be required to obtain a personal Apple ID. At the request of the City Council, City Council members may be required to download certain applications to facilitate the performance of City Council duties. Any costs associated with such required downloads shall be reimbursed by the City. All other download costs shall be the personal responsibility of the City Council member.

Section 9. Return of iPad. A City Council member shall return his or her City iPad to the City Administrator in good conditional (reasonable wear and tear excepted) when his or her term of service ends on the City Council. The City shall have no responsibility for saving a City Council members private software or data upon the return of the City iPad.

iPad Acknowledgement

I acknowledge receipt of the City of Cloquet City Council iPad Use Policy. I understand and agree to abide by the policy at all times.

By initialing each space below, I acknowledge receipt of the following:

_____ iPad (Serial number: _____)

_____ iPad charging cord

_____ iPad cover

Dated: _____

City Council Member:

Print Name

Signature




CLOQUET POLICE DEPARTMENT

508 CLOQUET AVENUE, CLOQUET, MINNESOTA 55720-1799

PHONE 218-879-1247

FAX 218-879-1190

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Steve Stracek, Chief of Police
Reviewed by: Brian Fritsinger, City Administrator 
Date: August 4, 2015

ITEM DESCRIPTION: National Night Out donor recognition

Proposed Action

Staff recommends the City Council move to recognize various community businesses and organizations for donations and support that contributed to the success of the Cloquet Police Department's National Night Out event held on August 4, 2015.

Background/Overview

National Night Out is an annual event that promotes police-community partnerships and makes our communities safer places to live. National Night Out enhances relationships between communities and law enforcement and builds collaboration and familiarity by bringing police and those they serve together under positive circumstances.

The Cloquet Police Department hosted our local event in Veteran's Park on August 4, 2015. The event was a huge success with an estimated 400 people in attendance. Two squad cars were on display, K-9 handler Detective Holman and his K-9, Raja were in attendance. Cloquet Police Officer Laci Silgjord, a member of The Carlton County Mounted Posse displayed her horse with other members of the Posse.

Crime prevention and educational brochures were distributed along with memorabilia and items for children. Yard games, a bouncy house, and activities including a bike rodeo sponsored by three of our bike officers were also offered to attendees utilizing bikes provided by the Carlton County Bike Fleet. Cloquet Police Department officers and their families grilled hamburgers and hot dogs and handed out refreshments during the entire event.

WKLK Radio was present for the event and broadcasted live feeds to the community. The Cloquet Area Fire District had fire and ambulance rigs and personnel at the event, along with informational pamphlets and gifts for the kids. Area businesses offered donations of funds and materials for the event as follows:

Upper Lakes Foods: Burgers, hotdogs
Kwik Trip: Discounted buns
Bernick's Distributing: Soft drinks and water
Sappi: \$500.00

To the Mayor and City Council
Appointment of Police Commander
August 4, 2015
Page 2

Policy Objectives

Police/Community relationship building is essential in order to succeed in public safety efforts. The National Night Out Event serves as an annual opportunity to build these positive relationships and to achieve outcomes that are beneficial to both the police department and the community.

Financial/Budget/Grant Considerations

Financial and material donations covered all expenses for this event.

Advisory Committee/Commission Action

- None

Supporting Documentation Attached

- None



DEPARTMENT OF PUBLIC WORKS

1307 Cloquet Avenue • Cloquet MN 55720
Phone: 218-879-6758 • Fax: 218-879-6555
Street - Water - Sewer - Engineering

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James R. Prusak, Director of Public Works
Reviewed by: Brian Fritsinger, City Administrator
Date: August 13, 2015

ITEM DESCRIPTION: Motion to Authorize the Purchase of 2010 Grader from Nortrax Equipment for the Street Department

Proposed Action

Staff recommends the City Council move to authorize the purchase of a 2010 John Deere Motor Grader from Nortrax in the amount of \$149,594.00

Background/Overview/Feasibility

As part of Cloquet's adopted 2017 Capital Improvement Program (CIP), one of the Street Department's two graders is scheduled to be replaced at a budgeted cost of \$350,000. Normally an equipment purchase of this size would be obtained off of a Cooperative Purchase Contract set up by the State of Minnesota. If we were to purchase a new grader today off of the State Contract, it would be \$280,000.

It has come to the attention of the Public Works Department, however, that the local John Deere dealer, Nortrax Equipment out of Duluth, has a number of used graders, identical to the one scheduled for replacement, that have come back to them off of a lease contract with the City of Duluth. The Department's mechanics have taken a look at these and feel one of these could be acquired at a considerable savings to the City at this time.

Besides the new purchase price savings, according to our mechanics the following are a couple of advantages to purchasing a replacement unit now:

- We have been experiencing problems with our existing grader whereby the wing plow post has sheared off of the unit during snow plowing operations. In investigating this problem we have found our current wing plow attachment design has also been a problem to other owners. Since then, the attachment design has been re-engineered and to make this modification to our current unit is estimated to cost \$25,000 and would take approximately 90 to 120 days to get parts.
- Furthermore our current grader is in need of six new tires at a cost of \$10,695.

To the Mayor and Council
Grader Purchase for Street Department
August 14, 2015
Page 2

With all of the above in mind, bids for the purchase of a new or used grader were advertised and opened on August 13th. One bid was received as follows:

Nortrax, Inc.	2010 JD Model 772G (909 Hrs.)	\$ 193,000.00
	2-Year, 2,000 Hr. Warranty	<u>3,594.00</u>
	Subtotal	\$ 196,594.00
	Less Trade-In (1998 JD 772CH)	<u>(47,000.00)</u>
	Net Grader Purchase Price	\$ 149,594.00

With the above cost savings in mind, the Department recommends purchase of the above used grader from Nortrax.

To offset the advancement of this budgeted 2017 purchase now, the department further recommends the replacement of its 2005 Tandem Axle Dump Truck #224 (CIP Project # SE-224), which is scheduled for replacement in 2016 at a price of \$215,000 be delayed until 2017.

Policy Objectives

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

Financial Impacts/Budget/Grant Considerations

The net purchase price for this piece of equipment will be just under \$150,000 and these dollars would come from the Public Works Reserve Fund.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- August 13, 2015 Nortrax Proposal

NORTRAX

August 13th, 2015

City of Cloquet
1307 Cloquet Ave
Cloquet, MN 55720

I am pleased to quote you the following equipment.
2010 John Deere 772G Motor Grader
911 hours
Current Full Machine Warranty until 10-19-15

Sell Price \$193,000.00

Trade:
1998 John Deere 772CH
Serial #: 565036
3223 hours <\$47,000.00>

2 year 2000 hour Full Warranty \$3,594.00 (expires 10-19-17)

TOTAL BID \$149,594.00

This grader is available for delivery immediately



3401 Arrowhead Road Duluth, MN 55811
(218)360-0181(C) (218)722-7456(P) (218)722-2619(F)
www.nortrax.com






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: August 13, 2015

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

Proposed Action

Staff recommends that the City Council move to authorize Lumberjack Lounge, LLC to allow for the sale of beer and limited selection of hard alcohol products at the Cloquet Area Recreation Center (Northwoods Arena) for a period expiring June 30, 2016, with the following conditions:

- The Wilderness Hockey Club/CAHA provide an executed Lease Agreement identifying the permanent relationship between the Club and Association.
- Sales be limited to the specific dates and times associated with the team's 2015-2016 home schedule as provided to the City.
- Sales be restricted to the interior of the Cloquet Area Recreation Center (Northwoods Arena) with no consumption allowed either outside the building or in locker room areas.
- No sales shall take place in the building when youth amateur events are held within that building.
- The licensee provide the City with a certificate of insurance covering the facility and including the City as an additional insured.
- The Club and/or licensee provide sufficient security personnel at all times when alcohol is sold to ensure the enforcement of all rules, regulations, and laws related to the sale and consumption of alcohol.

Background/Overview

During 2013, the Minnesota Wilderness Junior A hockey team which had played at a tier 2 level moved up to NAHL. The general management of the team changed and the team operated under a one year arrangement with CAHA.

The NAHL is a 24 team league and in its 40th season. It is one of the oldest and longest USA hockey sanctioned junior leagues. It is one of the only two leagues in the United States that implements the non pay-to-play model.

The team and CAHA have recently negotiated a long term lease at the arena. The team has once again requested the opportunity to sell beer/intoxicating liquor during home games this season. The arena, through the extension of the Lumberjack Lounge license, was permitted to sell during its

To the Mayor and City Council
Lumberjack Lounge Beer and On-Sale Liquor at CARC
August 13, 2015
Page 2

games the past two seasons. The Hockey Association has indicated that they would continue to support this endeavor subject to any City requirements.

The City has historically allowed beer and intoxicating liquor to be sold at CARC for a wide variety of special events. Typically, these have been allowed through the issuance of temporary licenses to local non-profit organizations.

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

The Association and team have been working with the Lumberjack Lounge as the preferred provider of this service. The "Jack" has submitted its request to the City to obtain authorization allowing it to expand its license for the facility. The team has indicated that the term "limited" selection means both limit in types/quantity and limit in when it may be offered. This may vary by the game depending on circumstance. Team games are typically at night from 7:00-9:00 pm and sales would only be during game hours.

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

Key Issues

The City has no specific requirements under City Code related to this request. As a result, it must refer to Minnesota Statute and certain aspects of its other licensing requirements to identify the key issues.

- **Authorization Term** - Authorization must be approved for a holder of an on-sale intoxicating liquor license issued by the municipality. The authorization term should run concurrently with the providers existing license. This would typically be for a full year. Currently, all liquor licenses are valid from July 1 - June 30.
- **Insurance** - The licensee should provide a certificate of insurance providing evidence of coverage at CARC and further identify the City as an additional insured.
- **Fee** - There is no established fee for such authorization. Staff is not proposing any fee but would suggest that the City consider establishing a small fee for future cases.
- **Security** - Again, the City has no current requirements for security. The City Code does require 2 officers at any event obtaining a temporary license. The Club has indicated it will provide up to 5-6 of its own security as it has done during the past few seasons.

To the Mayor and City Council
Lumberjack Lounge Beer & On-Sale Liquor Sales at CARC
August 13, 2015
Page 3

- **Service Area** - The Club has indicated that sales will be restricted to the arena itself. No outdoor consumption can take place or in locker room areas. The City should identify this as part of the license.
- **Minors/Youth Hockey** - Under Statute, the licensee may not dispense intoxicating liquor to any person attending or participating in a youth amateur event (for persons 18 years of age or younger) held on the premises. Junior A level hockey is not considered an amateur event under this definition. The Club has identified other restrictions to manage this aspect.
- **Dates of Sales** - There is interest by the Club to see that the licensee be allowed to have exclusive rights to sell during all Wilderness home games. In other words, the license will be restricted to only those home games identified on the attached schedule. The applicant (Jack) could make additional requests to the City, that would require the approval of the City Council, for specific events as they are identified.
- **Storage** - The team has a keyed secure storage area, "Ice Hockey Factory", that it controls. Any excess alcohol would be stored in this area between games. The team has indicated storage will be limited depending on the frequency of games.

Policy Objectives

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

Financial/Budget/Grant Considerations

There are no direct financial impacts to the City related to this application. Only in the case that the Council agreed to provide security in the form of police officers and not charge a fee would there be any direct cost to the City.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Letter of Request from Adam Bailey
- Wilderness Home Schedule

Adam Bailey

The Jack

218-879-5939

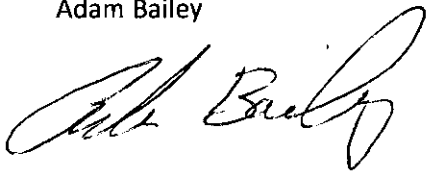
8/12/15

To: City council and Mayor,

We are seeking your approval yet again on serving beer and malts at Northwood's Arena for The Wilderness Games this year. As we have for the past 2 years we are also requesting that you allow us to serve booze as we have experienced no alcohol related issues to this point. As requested I have attached a list of games and dates needed for the sale of alcohol. Each home game is in color and a handwritten area with tentative playoff schedule if the team is to make it that far. Also per requested, the Wilderness, like last year will be having 6 security people which will also assist in making sure no liquor violations occur. My insurance has been in place, this will be the 3rd year listing CARC and the City as an additional insured. It is my intent to help provide a fun and unique atmosphere at these events with your approval. Thank you for your consideration.

Best regards,

Adam Bailey

A handwritten signature in black ink, appearing to read "Adam Bailey". The signature is fluid and cursive, with a large, sweeping initial "A" and a long, trailing flourish at the end.



2015-2016

Minnesota Wilderness Regular Season Schedule



Date	Away	Home
Fri. September 18	Fairbanks Ice Dogs	Minnesota Wilderness
Sat. September 19	Fairbanks Ice Dogs	Minnesota Wilderness
Wed. September 23	Minnesota Wilderness	Odessa Jackalopes
Thur. September 24	Amarillo Bulls	Minnesota Wilderness
Fri. September 25	Minnesota Wilderness	Lone Star Brahamas
Sat. September 26	Aberdeen Wings	Minnesota Wilderness
Fri. October 2	Kenai River Brown Bears	Minnesota Wilderness
Sat. October 3	Kenai River Brown Bears	Minnesota Wilderness
Fri. October 9	Minnesota Wilderness	Austin Bruins
Sat. October 10	Austin Bruins	Minnesota Wilderness
Thur. October 15	Minnesota Magicians	Minnesota Wilderness
Sat. October 17	Minnesota Wilderness	Minnesota Magicians
Fri. October 23	Minot Minotauros	Minnesota Wilderness
Sat. October 24	Minot Minotauros	Minnesota Wilderness
Sun. October 25	Minnesota Wilderness	Coulee Region Chill
Fri. October 30	Bismarck Bobcats	Minnesota Wilderness
Sat. October 31	Bismarck Bobcats	Minnesota Wilderness
Fri. November 6	Minnesota Wilderness	Janesville Jets
Sat. November 7	Minnesota Wilderness	Janesville Jets
Wed. November 11	Minnesota Magicians	Minnesota Wilderness
Fri. November 13	Minnesota Wilderness	Springfield Jr. Blues
Sat. November 14	Minnesota Wilderness	Springfield Jr. Blues
Fri. November 20	Minnesota Wilderness	Minot Minotauros
Sat. November 21	Minnesota Wilderness	Minot Minotauros
Wed. November 25	Minnesota Magicians	Minnesota Wilderness
Fri. November 27	Minnesota Wilderness	Janesville Jets
Sat. November 28	Minnesota Wilderness	Janesville Jets
Fri. December 11	Coulee Region Chill	Minnesota Wilderness
Fri. December 18	Minnesota Wilderness	Austin Bruins
Sat. December 19	Minnesota Wilderness	Minnesota Magicians

Home Games in Bold and Red

Date	Away	Home
Wed. December 30	Janesville Jets	Minnesota Wilderness
Thur. December 31	Janesville Jets	Minnesota Wilderness
Thur. January 7	Austin Bruins	Minnesota Wilderness
Fri. January 8	Minnesota Wilderness	MN Magicians
Sat. January 9	Minnesota Magicians	Minnesota Wilderness
Fri. January 15	Minnesota Wilderness	Kenai River Brown Bears
Sat. January 16	Minnesota Wilderness	Kenai River Brown Bears
Fri. January 22	Minnesota Wilderness	Fairbanks Ice Dogs
Sat. January 23	Minnesota Wilderness	Fairbanks Ice Dogs
Sat. January 30	Janesville Jets	Minnesota Wilderness
Sun. January 31	Janesville Jets	Minnesota Wilderness
Fri. February 5	Minnesota Wilderness	Bismarck Bobcats
Sat. February 6	Minnesota Wilderness	Bismarck Bobcats
Fri. February 12	Coulee Region Chill	Minnesota Wilderness
Sat. February 13	Minnesota Wilderness	Minnesota Magicians
Thur. February 18	Minnesota Wilderness	Coulee Region Chill
Fri. February 19	Minnesota Wilderness	Coulee Region Chill
Sat. February 20	Minnesota Wilderness	Coulee Region Chill
Fri. February 26	Coulee Region Chill	Minnesota Wilderness
Fri. March 4	Minnesota Wilderness	Janesville Jets
Sat. March 5	Minnesota Wilderness	Janesville Jets
Fri. March 11	Minnesota Wilderness	Janesville Jets
Sat. March 12	Minnesota Wilderness	Janesville Jets
Fri. March 18	Springfield Jr. Blues	Minnesota Wilderness
Sat. March 19	Springfield Jr. Blues	Minnesota Wilderness
Thur. March 24	Minnesota Wilderness	Coulee Region Chill
Fri. March 25	Minnesota Wilderness	Coulee Region Chill
Fri. April 1	Coulee Region Chill	Minnesota Wilderness
Sat. April 2	Coulee Region Chill	Minnesota Wilderness
Sun. April 10	Coulee Region Chill	Minnesota Wilderness

Road Games in Normal and White NAHL Showcase (Blaine)



2015-2016 Minnesota Wilderness Regular Season Schedule



Date	Away	Home
Fri. September 18	Fairbanks Ice Dogs	Minnesota Wilderness
Sat. September 19	Fairbanks Ice Dogs	Minnesota Wilderness
Wed. September 23	Minnesota Wilderness	Odessa Jackalopes
Thur. September 24	Amarillo Bulls	Minnesota Wilderness
Fri. September 25	Minnesota Wilderness	Lone Star Brahmas
Sat. September 26	Aberdeen Wings	Minnesota Wilderness
Fri. October 2	Kenai River Brown Bears	Minnesota Wilderness
Sat. October 3	Kenai River Brown Bears	Minnesota Wilderness
Fri. October 9	Minnesota Wilderness	Austin Bruins
Sat. October 10	Austin Bruins	Minnesota Wilderness
Thur. October 15	Minnesota Magicians	Minnesota Wilderness
Sat. October 17	Minnesota Wilderness	Minnesota Magicians
Fri. October 23	Minot Minotauros	Minnesota Wilderness
Sat. October 24	Minot Minotauros	Minnesota Wilderness
Sun. October 25	Minnesota Wilderness	Coulee Region Chill
Fri. October 30	Bismarck Bobcats	Minnesota Wilderness
Sat. October 31	Bismarck Bobcats	Minnesota Wilderness
Fri. November 6	Minnesota Wilderness	Janesville Jets
Sat. November 7	Minnesota Wilderness	Janesville Jets
Wed. November 11	Minnesota Magicians	Minnesota Wilderness
Fri. November 13	Minnesota Wilderness	Springfield Jr. Blues
Sat. November 14	Minnesota Wilderness	Springfield Jr. Blues
Fri. November 20	Minnesota Wilderness	Minot Minotauros
Sat. November 21	Minnesota Wilderness	Minot Minotauros
Wed. November 25	Minnesota Magicians	Minnesota Wilderness
Fri. November 27	Minnesota Wilderness	Janesville Jets
Sat. November 28	Minnesota Wilderness	Janesville Jets
Fri. December 11	Coulee Region Chill	Minnesota Wilderness
Fri. December 18	Minnesota Wilderness	Austin Bruins
Sat. December 19	Minnesota Wilderness	Minnesota Magicians

Date	Away	Home
Wed. December 30	Janesville Jets	Minnesota Wilderness
Thur. December 31	Janesville Jets	Minnesota Wilderness
Thur. January 7	Austin Bruins	Minnesota Wilderness
Fri. January 8	Minnesota Wilderness	MN Magicians
Sat. January 9	Minnesota Magicians	Minnesota Wilderness
Fri. January 15	Minnesota Wilderness	Kenai River Brown Bears
Sat. January 16	Minnesota Wilderness	Kenai River Brown Bears
Fri. January 22	Minnesota Wilderness	Fairbanks Ice Dogs
Sat. January 23	Minnesota Wilderness	Fairbanks Ice Dogs
Sat. January 30	Janesville Jets	Minnesota Wilderness
Sun. January 31	Janesville Jets	Minnesota Wilderness
Fri. February 5	Minnesota Wilderness	Bismarck Bobcats
Sat. February 6	Minnesota Wilderness	Bismarck Bobcats
Fri. February 12	Coulee Region Chill	Minnesota Wilderness
Sat. February 13	Minnesota Wilderness	Minnesota Magicians
Thur. February 18	Minnesota Wilderness	Coulee Region Chill
Fri. February 19	Minnesota Wilderness	Coulee Region Chill
Sat. February 20	Minnesota Wilderness	Coulee Region Chill
Fri. February 26	Coulee Region Chill	Minnesota Wilderness
Fri. March 4	Minnesota Wilderness	Janesville Jets
Sat. March 5	Minnesota Wilderness	Janesville Jets
Fri. March 11	Minnesota Wilderness	Janesville Jets
Sat. March 12	Minnesota Wilderness	Janesville Jets
Fri. March 18	Springfield Jr. Blues	Minnesota Wilderness
Sat. March 19	Springfield Jr. Blues	Minnesota Wilderness
Thur. March 24	Minnesota Wilderness	Coulee Region Chill
Fri. March 25	Minnesota Wilderness	Coulee Region Chill
Fri. April 1	Coulee Region Chill	Minnesota Wilderness
Sat. April 2	Coulee Region Chill	Minnesota Wilderness
Sun. April 10	Coulee Region Chill	Minnesota Wilderness

Home Games in Bold and Red

Road Games in Normal and White NAHL Showcase (Blaine)

Tenature Play off Dates


April	15-17	2016
"	22-24	2016
"	29 - May 1st	2016
May	6-8	2016



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: James R. Prusak, Director of Public Works
Reviewed by: Brian Fritsinger, City Administrator 
Date: August 12, 2015

ITEM DESCRIPTION: Bid Authorization for Dechlorination Building for the Lake Superior Waterline

Proposed Action

Staff recommends the City Council approve a motion authorizing the advertisement of bids to construct a dechlorination building for the Lake Superior Waterline operations.

Background/Overview/Feasibility

In addition to using ten to twelve million gallons of water per day from the Lake Superior Waterline, the Sappi mill also draws another four to five million gallons from the St. Louis River in Cloquet. In accordance with their River Water Appropriation Permit, the Minnesota Department of Natural Resources (DNR) is allowed to place restrictions on this river water use if normal flows in the River drop below 638 cubic feet per second during the dry season. As a condition this permit, Sappi is now required to develop a contingency plan in the event DNR cuts them off, so to speak, when the river level drops below this protected flow.

Over the past two years, Sappi has been working with the DNR and City to develop such a Contingency Plan which would allow them to continue drawing from the River but then replacing this restricted use with water from the Lake Superior Waterline. To allow this, however, the Lake Superior water would have to be dechlorinated prior to discharge and the plan is to construct a dechlorination building at Cloquet's Harris Reservoir site located on the Midway Road between Duluth and Cloquet. It is proposed that this building and facility would be constructed, owned and operated, by the Cloquet Water Utility and paid for by Sappi.

Sappi has been working with a design consultant to complete plans for this facility with the intension of having it in operation yet this fall.

Policy Objectives

To work cooperatively with our major water customers and regulatory agencies to meet all permit requirements.

To the Mayor and City Council
Harris Tank Dechlorination Building
August 13, 2015
Page 2

Financial/Budget/Grant Considerations

The estimated cost to complete this project is between \$70,000 and \$80,000. This facility would be constructed, owned and maintained by the City of Cloquet and all costs associated with its construction, operation and maintenance would be built into the monthly water rates charged by Cloquet to Sappi. The City and Sappi have not yet reached final agreement on the 2015-2016 rates. Sappi is currently reviewing the proposed rates resulting from this project and the normal operation and maintenance of the waterline.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- None