



CITY OF CLOQUET
City Council Agenda - AMENDED
Tuesday, September 15, 2015
7:00 p.m.
City Hall Council Chambers

CITY COUNCIL WORK SESSION

5:30 p.m. Future Work Session Agenda Items
5:35 p.m. Safe Routes to School Churchill Sidewalk Project Review

1. **Roll Call**
2. **Approval of Agenda**
 - a. Approval of September 15, 2015 Council Agenda
3. **Approval of Council Minutes**
 - a. Work Session Minutes from the September 1, 2015 meeting
 - c. Regular Council Minutes from the September 1, 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. 15-73, Authorizing the Payment of Bills and Payroll
 - b. New Therapeutic Massage Therapist License – Li Juan Liu
 - c. Resolution No. 15-74, Approving Off-Site Gambling for the Wood City Riders Snowmobile Club to Conduct a Raffle at the Lumberjack Lounge
5. **Public Hearings**

None.
6. **Presentations**

None.



CITY OF CLOQUET
City Council Agenda - AMENDED
Tuesday, September 15, 2015
7:00 p.m.
City Hall Council Chambers

7. Council Business

- a. Adoption of Preliminary Budget
 - Resolution No. 15-71, A Resolution Adopting the Proposed 2016 Budget
- b. Adoption of Preliminary Levy
 - Resolution No. 15-72, Adopting Sums of Money Proposed to Be Levied For Levy Year 2015
- c. Adoption of Preliminary Five (5) Year Capital Improvement Plan for 2016-2020
- d. Schedule Budget Hearing
- e. Data Practices Policy Amendment
- f. 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.
 - Resolution No. 15-76, A Resolution Authorizing Publication of Summary of Ordinance No. 451A, An Ordinance to Amend Chapter 11.8 of the Municipal Code Pertaining to Cable Television, and Replacing Ordinance No. 223A and 389A.
- g. Tax Increment Financing (TIF) Policy Fee Amendment
- h. Purchase of Pro Wall ICE Rink System from Sport Resource Group
- i. West Taylor Avenue Paving Project Award
- j. Harris Dechlorination Building Bid Award
 - Resolution No. 15-75, A Resolution Awarding the Harris Tank Dechlorination Building Construction Bid.
- k. Purchase of Washed Sand Supply for Winter Maintenance

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



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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator
Date: September 9, 2015



ITEM DESCRIPTION: Future Work Session Agenda Planning

Proposed Action

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

Background/Overview

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

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

Policy Objectives

Does the City Council agree with the agendas as proposed?

Financial/Budget/Grant Considerations

None

Advisory Committee/Commission Action

None

Supporting Documentation Attached

- Upcoming agenda item list

2015
TENTATIVE UPCOMING COUNCIL WORK SESSION
AGENDA ITEMS

OCTOBER 6

PW.....Highway 33 Landscape Plan Presentation – SEH

OCTOBER 20

CD.....Shamrock Landfill Update – Shamrock

NOVEMBER 3

Unknown at this time

CLOQUET CITY COUNCIL WORK SESSION
Tuesday, September 1, 2015, 5:30 p.m.
Meeting Minutes

Present: Bjerkness, Wilkinson, Langley, Lukkarila, Kolodge

Absent: Rock, Maki

Staff: Fritsinger, Klassen, Lukarilla

Other: Jamie Lund, Pine Journal

Final Review of 2016-2020 Draft CIP Budget and 3rd Run Up of Budget

Mr. Fritsinger reviewed the final Draft CIP budget.

- 2016 – 2018: City Engineer Prusak and Assistant City Engineer Peterson were asked to rework the projects looking at broader work in neighborhoods rather than bits and pieces through the city. Projects will be staggered until 2021 so state aid monies can be used.

The City Engineers were challenged to find streets that overlaying can be used as repair for 15-20 more years. They have targeted streets that are quickly deteriorating and those will be seal coated, which will save money for the reconstruct projects. The City is relying on state aid for the reconstruct projects.

- 2017: Sanitary sewer lining was added to the project list. This is a non levy project. Mr. Fritsinger and Ms. Klassen are consistently looking at sewer rates. This lining project will eliminate reconstruct, unless there are major issues.
- 2018: The MSA overlay reconstruct was missing. Looking at the Lumberjack Mall frontage road project which entails realigning directly to the Armory.
- Also included in 2018 is \$200,000 for overlay on state aid streets, which would be streets off of Cloquet Avenue.
- 2019: State aid year. More overlay vs. reconstruct projects, including a variety of other projects.
- Question asked about flipping projects due to street deterioration. There are some property owner issues coming into play with moving projects around.
- Does the state have jurisdiction over any frontage roads? All have been turned back to the city.
- 2020: Includes patching and seal coating, primarily Sunnyside area.

Mr. Fritsinger and Ms. Klassen feel the budget is reasonably close at this time. The stagger approach allows to take a closer look at the challenges allowing the City to continue to get state money and continue to complete projects while still working on other public improvement projects.

Question on how the City is meeting the recent inquiries about sidewalk accessibility, curb cuts, etc.? There is no formal strategy in place. These projects do not need to be full block reconstruction and the most deteriorated areas have been targeted.

Other project items reviewed:

- Lighting Concept – Needs more discussion.
- CAFD – Their new facility project has a potential impact on some of the improvement projects for the City. Their plan is not built into anything currently on the budget. There are both utility and road improvements that need to be done for that project and they will play a role in the budget.
- Building and Maintenance – Only breakdown from BKV is for the Public Safety facility. As we get into each year, the Council needs more discussion on how to address the maintenance items.
- No changes have been made to the budget since 2nd draft. Council will accept the CIP, preliminary budget and levy at the September 15th meeting. Mr. Fritsinger explained the budget can go both up and down after the acceptance, but the levy that is associated with all of the CIP cannot go up, it is set at 2.97%.

Questions/Thoughts/Ideas/Concerns of budget:

- Mr. Fritsinger explained staggering the projects is a different approach, but it fits with the strategic plan.
- More discussion on the new FD facility. Mr. Kolodge stated it's hard to read what the Fire District Board wants to do and a decision hasn't been made whether to remodel their current building, hold on to the land, or take over the whole public safety building. In order to meet the schedule for the new facility, they would have to start in 2016.
- Question on what happens if the FD doesn't move forward? The Board should have all the information on the parcel in October, which will help to move forward. Many questions still need to be answered. There will come a point where the Council will need to have a discussion with the Board.
- Comment on the appearance of Athletic Park looking worn, can fencing along 14th street be replaced earlier than the park is scheduled for? Possible to make the fencing a separate project.
- Discussion on the fencing at Pinehurst and Sunnyside Parks. Staff will add project for 2016-2019 as a sales tax project.
- CARC – After a meeting at the Sr. Center, Mr. Fritsinger went to the hockey arena. The dehumidifier isn't working causing problems, shows what kinds of issues that need to be dealt with there.
- There has been no feedback from the community on proposed projects.
- A sales tax bond of less than \$.5 million will be issued in 2017.
- Mr. Fritsinger noted one full time position was added to the Parks operating budget in 2015, and 2 seasonal added in 2016.
- 2016 budget also includes an Assistant City Administrator per direction of the City Council.
- Two upcoming retirements in 2016.
- Budget discussion will not be on the September 15th Work Session agenda, only acceptance at the Regular meeting. Copies will be going out soon.

Future Agenda Items

- Discussion of FOA budget. Still haven't been able to get specific information from them.
- Safe routes project is in the budget but there's need for neighborhood discussion. This is scheduled tentatively for next year.
- Shamrock – Stockholder change requiring Council approval as stated in the Agreement.

- Highway 33/I-35 interchange – 2 critical dates under play for project funding. The first is through the HSIP program, application is due the end of October. This is normal MnDOT safety enhancement dollars. Also eligible to make application to the same pool for 90/10 split and can fund through sales tax. TED program is another application. MNDOT has scheduled a public meeting Sept 22 or 23 to talk about the project concepts.

There being no further business, the meeting adjourned at 6:50 p.m.

Respectfully Submitted:

Brian Fritsinger
City Administrator

Council Chambers, Cloquet, Minnesota
7:00 P.M. September 1, 2015

Regular Meeting

Roll Call

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

Councilors Absent: Maki, Rock

AGENDA

MOTION: Councilor Langley moved and Councilor Kolodge seconded the motion to approve the September 1, 2015 agenda. The motion carried unanimously (5-0).

MINUTES

MOTION: Councilor Langley moved and Councilor Wilkinson seconded the motion to approve the minutes of the work session and regular meeting of August 18, 2015. The motion carried unanimously (5-0).

CONSENT AGENDA

MOTION: Councilor Bjerkness moved and Councilor Langley seconded the motion to adopt the consent agenda of September 1, 2015 approving the necessary motions and resolutions. The motion carried unanimously (5-0).

- a. Resolution No. 15-69, Authorizing the Payment of Bills and Payroll
- b. Renewal of Optional 2 AM Liquor License – Lumberjack Lounge

PUBLIC HEARINGS

There were none.

PRESENTATIONS

There were none.

STATE OF MINNESOTA JOINT POWERS AGREEMENTS (BCA AND CJDN)

MOTION: Councilor Kolodge moved and Councilor Bjerkness seconded the motion to adopt **RESOLUTION 15-70, A RESOLUTION APPROVING THE STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF CLOQUET ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT.** The motion carried unanimously (5-0).

WHEREAS, The City of Cloquet on behalf of its Prosecuting Attorney and Police Department desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreement further provides the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

- 1) That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Cloquet on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the Joint Powers Agreements are attached to this Resolution and made a part of it.

- 2) That the Chief of Police, Steve Stracek, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Chief Stracek is appointed as the Authorized Representative's designee.

- 3) That the Chief of Police, Steve Stracek, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Chief Stracek is appointed as the Authorized Representative's designee.

That Dave Hallback, the Mayor for the City of Cloquet, and Brian Fritsinger, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreement.

CARL STREET PETITION FOR OVERLAY

MOTION: Councilor Bjerkness moved and Councilor Wilkinson seconded the motion to accept the Petition from the residents of Carl Street requesting a bituminous overlay of their block and refer to the to the City Engineer's office. The motion carried unanimously (5-0).

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

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REQUEST FOR COUNCIL ACTION

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

ITEM DESCRIPTION: Approval of Therapeutic Massage Therapist License

Staff Recommendation

Staff recommends the City Council move to approve the Therapeutic Massage Therapist license for Li Juan Liu to operate at Hong Kong Spa.

Background/Overview

The City has received an application from Li Juan Liu, for a new Therapeutic Massage Therapist license. Ms. Liu will be operating at Hong Kong Spa, 139 North Road.

Policy Objectives

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

Financial/Budget/Grant Considerations

The City's fee schedule requires a \$150 fee for this license and the applicant has paid all fees.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application



CITY ADMINISTRATOR'S OFFICE

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APPLICATION FOR THERAPEUTIC MASSAGE
THERAPIST LICENSE

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

APPLICANT INFORMATION
Name: First LIJUAN Full Middle Last LIU
Current Address: Street / City / State / Zip Code 139 North Rd Cloquet MN 55720
E-mail address: (if applicable)
Home Phone: Cell Phone: Work Phone: (218) 393-4088
Date of Birth: Social Security Number:

BUSINESS INFORMATION
Business where Massage Therapy Services will be conducted: [] Business [] *Residence
*A Therapeutic Massage Therapist License will only be issued to a person at a residence which is properly zoned and/or meets the zoning requirements for such location as may be required by the City. For zoning verification, contact the Cloquet Zoning Department at (218) 879-2507 prior to submitting your application.
Business Name: Manager of Business: Hong Kong Spa
Business Street Address: 139 North Rd Cloquet MN 55720
Phone Number: Alternate Number: (218) 393-4088
Owner of Business: Ying Ling Liang
Owner's Residence Address: Street / City / State / Zip Code 139 North Rd Cloquet MN 55720
Home Phone: Cell Phone: Work Phone: (218) 393-4088
E-mail address: (if applicable)
Property Parcel ID Number: Property Complete Legal Description:

FINANCIAL INFORMATION
Real Estate Taxes on property to be licensed are: [X] Paid current [] Delinquent
Are there any financial claims to the City of Cloquet owed by the applicant /property owner? [] Yes [X] No

If there are current financial claims owed to the City of Cloquet, please state the amount(s) and type of claim:		
Responsible Party:	Amount:	Type of claim (i.e., utilities, etc.)
Responsible Party:	Amount:	Type of claim (i.e., utilities, etc.)

ADDITIONAL INFORMATION
(attach additional sheets as necessary)

Have you ever applied for or held a license to conduct a similar activity in any other City or State? Yes No
 If yes, please provide details; description, date and location:

Have you ever been denied a license to conduct a similar or like activity or had such licenses suspended, revoked or canceled in any City/State, including Cloquet? Yes No
 If yes, please provide details; description, date and location:

List all names, nicknames and aliases by which you have been known:
Jen

List addresses at which you have lived during the preceding five years. Begin with present or last address and work back.
 Attach additional sheets if necessary.

Street / City / State / Zip Code
139 North Rd Cloquet MN 55720

Dates at Address:

Street / City / State / Zip Code

Dates at Address:

Name, location and type of every business or occupation you have been engaged in during the preceding five years. Begin with present or last occupation and work back. Attach additional sheets if necessary.

Business or Occupation:

City / State / Zip Code

Dates at Address:

Business or Occupation:

City / State / Zip Code

Dates at Address:

Business or Occupation:

City / State / Zip Code

Dates at Address:

Please provide the names and addresses of your employers and partners, if any, for the preceding five years. Begin with present or last occupation and work back. *Attach additional sheets if necessary.*

Employer or Partner:

Street / City / State / Zip Code

Dates:

Employer or Partner:

Street / City / State / Zip Code

Dates:

Have you ever been convicted of any felony, crime or violation of any ordinance, other than traffic?

Yes

No

If yes, give information as to the date, place, and offense for each conviction. Also, specifically state if any such conviction was a felony offense or involved any allegations of physical assault or sexual misconduct.

List the names, residences, and business addresses of three residents of Carlton County, of good moral character, not related to the applicant or financially interested in the premises or business, who may be referred to as to the applicant's character.

Name:

Residence Address:

Business Address:

Phone Number:

Name:

Residence Address:

Business Address:

Phone Number:

Name:

Residence Address:

Business Address:

Phone Number:



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REQUEST FOR COUNCIL ACTION

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



ITEM DESCRIPTION: Approval of Off-Site Gambling for Wood City Riders Snowmobile Club to Conduct a Raffle at the Lumberjack Lounge

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 15-74, A RESOLUTION APPROVING OFF-SITE GAMBLING FOR THE WOOD CITY RIDERS SNOWMOBILE CLUB TO CONDUCT A RAFFLE AT THE LUMBERJACK LOUNGE.**

Background/Overview

The City has received an application from the Wood City Riders Snowmobile Club, 1554 Carlton Avenue West, for off-site gambling for a raffle to be held on December 4, 2015, at the Lumberjack Lounge, 1016 Cloquet Avenue.

Normally the City is required to approve an exempt permit for a raffle but because the Wood City Riders Snowmobile Club holds a premise permit for lawful gambling, the City must approve an application to conduct off-site gambling. There are no legal issues related to off-site raffle that staff is aware.

Policy Objectives

Approval of application by local community is required under MN Statutes.

Financial/Budget/Grant Considerations

There is no cost to the City regarding the approval of the application nor does the City retain any fees for its consideration.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Resolution 15-74
- LG230 Application to Conduct Off-Site Gambling

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

RESOLUTION NO. 15-74

**A RESOLUTION APPROVING OFF-SITE GAMBLING FOR THE
WOOD CITY RIDERS SNOWMOBILE CLUB TO CONDUCT
A RAFFLE AT THE LUMBERJACK LOUNGE**

WHEREAS, The City of Cloquet received an application from Wood City Riders Snowmobile Club, 112 Brevator Road, to conduct off-site gambling for a raffle event on December 4, 2015, at the Lumberjack Lounge, 1016 Cloquet Avenue.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City Council has reviewed the application of Wood City Riders Snowmobile Club, 112 Brevator Road, to conduct off-site gambling for a raffle event on December 4, 2015, at the Lumberjack Lounge, 1016 Cloquet Avenue, and has no objection to the Minnesota Gambling Control Board's issuance of such permit.

BE IT FURTHER RESOLVED, That the Cloquet City Council hereby waives the normally required thirty day waiting period for the issuance of said permit.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 15TH DAY OF SEPTEMBER, 2015.**

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Wood City Riders Snowmobile Club License Number: 05353
 Address: 112 Brevator Rd. City: Cloquet, MN Zip: 55720
 Gambling Manager Name: Sandra M. Olean Daytime Phone: _____
 Chief Executive Officer (CEO) Name: Roger Paulson Daytime Phone: _____

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 12/4/15 to 12/4/15

Check the type of games that will be conducted:

- Raffle Pull-Tabs Bingo Tipboards Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Lumberjack Lounge
 Street address and City (or township): 1016 Cloquet Ave, Cloquet Zip: 55720 County: Carlton
 • Do not use a post office box.
 • If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes If yes, a lease is not required.
 No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ _____ (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

(Large handwritten signature/initials)

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>Cloquet</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: <u>N/A</u>
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

Roger Paulson _____ Date 8-27-2015

Signature of CEO (must be CEO's signature; designee may not sign) _____

<p>Mail or fax to:</p> <p>Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032</p>	<p>No attachments required.</p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator
Date: September 3, 2015



ITEM DESCRIPTION: 2016 Preliminary Budget, Capital Improvement Plan, and Property Tax Levy

Proposed Action

Staff recommends the City Council make four (4) separate motions related to the budget and levy.

- First, Staff recommends that the City Council move to adopt **RESOLUTION NO. 15-71, ADOPTING THE PROPOSED 2016 BUDGET**; and
- Second, Staff recommends that the City Council move to adopt **RESOLUTION NO. 15-72, ADOPTING SUMS OF MONEY PROPOSED TO BE LEVIED FOR LEVY YEAR 2015**; and
- Third, Staff would recommend that the City Council move to adopt the preliminary five (5) year Capital Improvement Plan for 2016-2020; and
- Finally, Staff would recommend that the City Council move to set the date for the adoption of the 2016 budget and property tax levy for December 1, 2015 at 7:00 p.m.

Background/Overview

Attached the City Council will find summary information related to the 2016 Operating Budget. The City Council should recall that the City utilizes a four (4) year Operating Budget to help it monitor the long term impact of any service level decisions. Between the draft of this budget being available for the past three (3) years and discussions taking place regularly at Work Session meetings, the preliminary budget presented should not contain any surprises. It contains those items discussed during this time period.

The preliminary budget does also include the goals and strategies identified by the City Council as part of its 2015 City Council retreat. The Council was asked to review the budget at its last meeting. To date, staff has not received any additional feedback regarding the budget from the Council and the only changes made since that meeting have been minor corrections to make adjustments based upon feedback provided that night. Discussion during the Regular meeting on September 15th will be the last opportunity for the Council to discuss the budget before adopting the preliminary budget.

In general, the City is proposing total expenditures of \$16,485,225 and revenues of \$16,566,750. This is a decrease of 12.36% in expenditures. The General Fund, which is responsible for the vast majority of City Services, is projected at expenditures of \$5,623,050 and revenues of \$5,118,300. This represents a 9.36% increase in expenditures.

Key Changes from 2015

There are a number of key changes that will either impact the 2016 budget or are proposed to impact the budget. These include:

- **Healthcare** – The City’s renewal rate for 2016 is 7.6%. The City continues to implement new requirements as it relates to the Federal Health Care Act. Health insurance costs have also been revised as a result of labor contract settlements.
- **Local Government Aid** – The City has previously directed staff to continue to wean the City of its reliance on LGA. This was due to the continual reduction or unallotment of LGA by the State each year. LGA in 2015 was \$2,343,000 and is budgeted to increase to \$2,356,500 in 2016. The City has dedicated these additional funds to certain one-time expenditures such as capital expenditures rather than on-going operations.
- **Levy Limits** – There are no levy limits applicable for the 2016 year.
- **Local Option Sales Tax** – The City continues to receive its monthly allotment on the tax from the State. Revenues continue to be strong. The City has identified and incorporated a variety of projects financed through the use of sales tax proceeds.
- **Wages and Benefits** – Revised salaries per recent union contract settlements. This includes an increase by 1.5% along with any step increases identified under the City’s pay plan. As previously noted, health insurance premiums will be increasing by 7.6%.
- **Personnel** – Per the goals identified by the City Council, there are several new positions proposed for 2015. They include two (2) additional police officers, two (2) additional thirteen hour positions at the library and one (1) additional summer seasonal employee in the Parks Department. The 2016 budget will continue funding an Events Coordinator at the cost of \$7,500.
- **Capital Plan (Funds)** – The 2016 CIP has been adjusted to fully incorporate those project identified for funding with Local Option Sales Tax monies. The levy for the Public Works Reserve Fund, used to finance equipment purchases, is proposed to increase by \$25,000 and increase \$46,000 for the Permanent Improvement Fund, which issued to finance public improvements.
- **Other General Operation Items of Note** – The City has experienced slight increases in its Workers Compensation and liability insurance premiums again this year. All department allotments have been adjusted appropriately. Some changes to budget line item codes have been made to assist with clarity and tracking. A new fund has been created to track the recent Small Cities Grant Award.

\$10,000 has been added to Administration for the development and implantation of a new staff leadership program as identified by the Council’s part of its new goals. \$4,000 has been added to be used for employee wellness/recognition per City Council priority and monies received from BCBS for wellness. \$6,000 added to fund 50% of a study to study the possible consolidation with Scanlon. Additional monies have been added to cover the costs of i-pads and data plans for the City Council. Finally, a sewer rate increase has been added assuming an increase of \$0.50 per 1,000 gallons consumed.

Policy Objectives

The City is required by Minnesota Statute to adopt its preliminary property tax levy and budget no later than September 30th of each year. The final budget and levy is required to be adopted and certified to the County Auditor no later than December 30th by the same Statute.

As a reminder, once the preliminary levy is adopted, the levy cannot be increased, it can only decrease. The budget can still adjust upwards or downwards and is not required to be balanced. However, the City has a historic practice of attempting to balance its budget with the exception of the use of reserve monies for one-time expenditures.

Financial/Budget/Grant Considerations

The City held its property tax levy at 0% from 2012-2014 and increased the levy 2.98% in 2015. The proposed 2.97% levy in 2016 is in line with the previous 4 year budget reviewed by the Council. The City has not yet been able to determine the City's proposed tax rate, as an indicator of the levy's impact on properties, due to recent tax court decisions that impacted certain industrial properties. Those rates should be identified prior to the adoption of the final budget and levy in December.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Tax Levy Summary
- Summary of 2016-2020 Capital Improvement Plan
- Summary Comparison of Various Funds (Revenues and Expenditures)
- Resolution No.15-71 and No. 15-72

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

RESOLUTION NO. 15-71

RESOLUTION ADOPTING THE PROPOSED 2016 BUDGET

WHEREAS, The City Administrator has prepared an annual budget and the City Council has reviewed the proposed 2016 budget; and

WHEREAS, Chapter 275, Section 065 of Minnesota Statutes requires that the City adopt a proposed 2016 levy and budget.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That there be and is hereby proposed to be set aside for the year 2016 for the following departments and funds:

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
General	\$5,118,300	\$5,623,050
LDO Loan (EDA)	65,000	2,200
Federal CDGB Loan (EDA)	14,000	3,500
Economic Development Loan (City)	11,200	1,350
State SCDG/MIF (EDA)	3,000	2,650
Community Development Operating (City)	182,900	208,350
Small Cities Development (City)	535,000	535,000
Library	478,000	541,500
Tax Increment – Woodward/Daqota	30,000	30,000
Tax Increment – 14 th Street Apartments	20,000	20,000
Tax Increment – Oakwood Estates	55,000	55,000
Park	490,400	546,150
Senior Center	11,300	11,400
Landfill Host Fee	92,000	-
Cable Television	115,450	157,025
Business Park Bonds	36,000	246,950
Swimming Pond Bonds	115,000	108,900
Permanent Improvement	390,000	63,500
Facilities Planning	503,000	-
Public Works Reserve	207,000	105,000
Revolving Capital Projects	1,003,000	1,003,000
City Sales Tax Projects	1,015,000	1,180,000
Employee Severance Benefits	40,000	50,000
Water – Lake Superior Waterline	2,843,100	2,371,550
Water – In-Town System	1,208,800	1,756,500
Sewer Utility	1,652,300	1,642,500
Stormwater Utility	332,000	220,150
TOTAL:	<u>\$16,566,750</u>	<u>\$16,485,225</u>

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15TH DAY OF SEPTEMBER, 2015.

ATTEST:

Dave Hallback, Mayor

Brian Fritsinger, City Administrator

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

RESOLUTION NO. 15-72

**RESOLUTION ADOPTING SUMS OF MONEY PROPOSED
TO BE LEVIED FOR LEVY YEAR 2015, PAYABLE IN 2016**

BE IT RESOLVED, By the City Council of the City of Cloquet, Minnesota, that the following sums of money be levied for the levy year 2015, payable in 2016, upon taxable property in the City of Cloquet, for the following purposes:

<u>Fund</u>	<u>Levy</u>
General	\$1,425,000
Park	300,000
Sewer	30,000
Public Works Reserve	175,000
Library	400,000
Permanent Improvement	260,000
GO Swimming Pond Debt	115,000
Community Development	<u>105,000</u>
 TOTAL LEVY	 <u>\$2,810,000</u>

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 15TH DAY OF SEPTEMBER, 2015.**

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator

**City of Cloquet
Tax Levy Summary
2012 Actual Through 2019 Proposed**

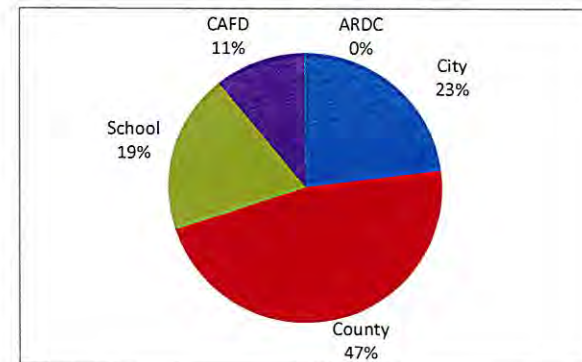
	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Proposed 2016</u>	<u>Proposed 2017</u>	<u>Proposed 2018</u>	<u>Proposed 2019</u>
General	\$ 1,350,000	\$ 1,350,000	\$ 1,400,000	\$ 1,420,000	\$ 1,425,000	\$ 1,435,000	\$ 1,450,000	\$ 1,525,000
Community Development	100,000	100,000	99,600	99,600	104,600	124,600	124,600	124,600
CD - Tax Abatement Debt	-	-	400	400	400	400	400	400
Library	400,000	405,000	400,000	400,000	400,000	400,000	400,000	400,000
Park	250,000	250,000	250,000	300,000	300,000	350,000	350,000	350,000
EDA Fire Truck Debt	30,000	-	-	-	-	-	-	-
GO Business Park Debt	175,000	125,000	125,000	-	-	-	-	-
GO Swimming Pond Debt	125,000	115,000	115,000	115,000	115,000	115,000	115,000	115,000
Public Facilities	-	-	-	-	-	-	225,000	225,000
Permanent Improvement	100,000	100,000	100,000	214,000	260,000	285,000	200,000	210,000
Public Works Reserve	90,000	175,000	130,000	150,000	175,000	150,000	150,000	150,000
Sewer Utility	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Tax Levy	\$ 2,650,000	\$ 2,650,000	\$ 2,650,000	\$ 2,729,000	\$ 2,810,000	\$ 2,890,000	\$ 3,045,000	\$ 3,130,000
Levy Change (+/-)	0.00%	0.00%	0.00%	2.98%	2.97%	2.85%	5.36%	2.79%

Note: The City had the same levy amount for 2011 through 2014.

Property Tax Rates

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
City of Cloquet	37.969%	38.589%	38.056%	38.694%
Carlton County	71.531%	74.087%	77.702%	78.970%
Cloquet School District	32.438%	31.055%	31.393%	32.239%
Cloquet Area Fire District	18.559%	18.667%	18.052%	18.141%
ARDC	0.153%	0.166%	0.175%	0.173%
Total Direct and Overlapping	160.650%	162.564%	165.378%	168.217%

2015 Property Taxes



City of Cloquet
Summary Comparison of All Funds Expenditures & Financing Uses
2012 Actual Through 2019 Proposed

FUND		2012	2013	2014	2015	2016	2017	2018	2019	('16 to '15 BUDGFT)	
Description	No	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROPOSED	PROPOSED	PROPOSED	PROPOSED	Dollars	%
General											
Total General Fund	101	4,698,713	4,622,624	5,137,061	5,141,550	5,623,050	5,136,400	5,466,425	5,407,575	481,500	9.36%
Special Revenue Funds											
LDO Loan (EDA)	201	-	-	-	2,200	2,200	27,200	2,200	2,200	-	-
Federal CDBG Loan (EDA)	202	235,712	122,288	-	2,000	3,500	28,500	3,500	3,500	1,500	75.00%
Economic Development Loan (City)	203	-	-	-	2,700	1,350	1,350	1,350	1,350	(1,350)	-50.00%
State SCDG/MIF (EDA)	204	-	189,255	-	2,650	2,650	2,650	2,650	2,650	-	-
CDIC Loan (City)	205	-	-	94,158	-	-	-	-	-	-	-
Revolving SCGP (EDA)	206	21,321	26,782	16,803	-	-	-	-	-	-	-
Community Dev Operating (City)	207	336,458	165,958	179,332	197,100	208,350	148,200	152,050	159,850	11,250	5.71%
Small Cities Development	208	-	-	-	-	535,000	367,500	17,000	17,000	535,000	100.00%
Library	211	457,688	471,022	483,426	501,450	541,500	571,850	591,450	614,200	40,050	7.99%
Tax Increment - Daqota	220	100	14,236	26,098	30,000	30,000	30,000	30,000	30,000	-	-
Tax Increment - 14th St Apartments	221	-	10,343	1,083	10,000	20,000	20,000	20,000	20,000	10,000	100.00%
Tax Increment - Oakwood Estates	222	48,867	48,264	44,521	55,000	55,000	55,000	55,000	55,000	-	-
Park	226	510,481	423,376	397,151	556,450	546,150	590,150	585,900	595,250	(10,300)	-1.85%
Senior Center	228	15,432	10,402	10,427	10,900	11,400	11,400	11,400	11,400	500	4.59%
Landfill Host Fee	260	-	-	-	5,000	-	-	-	-	(5,000)	-100.00%
Cable Television	614	133,995	103,601	106,955	137,325	157,025	158,600	159,100	162,300	19,700	14.35%
Fire Relief Pension	861	30,074	31,251	1,235	-	-	-	-	-	-	-
Total Special Revenue		1,790,128	1,616,778	1,361,189	1,512,775	2,114,125	2,012,400	1,631,600	1,674,700	601,350	39.75%
Debt Service Funds											
EDA Fire Truck - 2001	366	28,323	-	-	-	-	-	-	-	-	-
Business Park Bonds	368	2,226,262	244,345	262,445	245,050	246,950	243,150	243,600	238,550	1,900	0.78%
Swimming Pond Bonds	370	109,348	108,248	107,010	110,600	108,900	107,000	110,000	108,000	(1,700)	-1.54%
Total Debt Service		2,363,933	352,593	369,455	355,650	355,850	350,150	353,600	346,550	200	0.06%
Capital Project Funds											
Permanent Improvement	225	247,020	877,471	743,027	1,282,000	63,500	685,500	660,500	722,500	(1,218,500)	-95.05%
Public Facilities Planning	224	-	-	-	-	-	-	5,400,000	-	-	-
Public Works Reserve	231	352,471	209,431	219,967	423,000	105,000	380,000	285,000	440,000	(318,000)	-75.18%
Revolving Capital Projects	403	975,258	775,902	1,156,610	981,000	1,003,000	-	-	100,000	22,000	2.24%
City Sales Tax Projects	405	-	-	42,507	1,510,550	1,180,000	3,850,000	1,750,000	3,710,000	(330,550)	-21.88%
Total Capital Project Funds		1,574,749	1,862,804	2,162,111	4,196,550	2,351,500	4,915,500	8,095,500	4,972,500	(1,845,050)	-43.97%
Total Governmental Funds		10,427,523	8,454,799	9,029,816	11,206,525	10,444,525	12,414,450	15,547,125	12,401,325	(762,000)	-6.80%
Internal Service											
Employee Severance Benefits	701	45,229	16,770	48,203	70,000	50,000	50,000	50,000	50,000	(20,000)	-28.57%
Total Internal Service		45,229	16,770	48,203	70,000	50,000	50,000	50,000	50,000	(20,000)	-28.57%
Enterprise Funds											
Water - Lake Superior Waterline	600	2,592,118	2,210,215	2,188,462	3,359,100	2,371,550	3,464,100	2,424,350	3,401,320	(987,550)	-29.40%
Water - In Town System	601	1,021,834	1,109,534	1,181,885	2,061,750	1,756,500	1,273,850	1,268,350	1,617,700	(305,250)	-14.81%
Sewer Utility	602	1,594,532	1,503,323	1,576,677	1,780,800	1,642,500	1,837,000	1,603,900	1,924,200	(138,300)	-7.77%
Stormwater Utility	605	124,280	137,590	175,511	332,050	220,150	227,200	266,800	249,750	(111,900)	-33.70%
Total Enterprise Funds		5,332,764	4,960,662	5,122,535	7,533,700	5,990,700	6,802,150	5,563,400	7,192,970	(1,543,000)	-20.48%
Total Proprietary Funds		5,377,993	4,977,432	5,170,738	7,603,700	6,040,700	6,852,150	5,613,400	7,242,970	(1,563,000)	-20.56%
GRAND TOTAL ALL FUNDS		15,805,516	13,432,231	14,200,554	18,810,225	16,485,225	19,266,600	21,160,525	19,644,295	(2,325,000)	-12.36%

City of Cloquet
Summary Comparison of All Funds Revenues & Financing Sources
2012 Actual through 2019 Proposed

FUND		2012	2013	2014	2015	2016	2017	2018	2019	('16 to '15 BUDGET)	
Description	No	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROPOSED	PROPOSED	PROPOSED	PROPOSED	Dollars	Percent
General											
Total General Fund	101	4,690,645	4,663,498	5,139,636	5,005,600	5,118,300	5,155,300	5,247,300	5,408,800	112,700	2.25%
Special Revenue Funds											
LDO Loan (EDA)	201	5,291	705,160	66,830	65,000	65,000	57,700	47,500	47,500	-	-
Federal CDBG Loan (EDA)	202	12,600	(2,800)	13,300	13,000	14,000	15,000	20,000	20,000	1,000	7.69%
Economic Development Loan (City)	203	-	-	97,668	8,600	11,200	11,200	11,200	11,200	2,600	30.23%
State SCDG/MIF (EDA)	204	3,200	(600)	2,100	3,000	3,000	3,000	3,000	3,000	-	-
CDIC Loan (City)	205	5,691	2,720	-	-	-	-	-	-	-	-
Revolving SCGP (EDA)	206	12,047	9	5,803	-	-	17,000	17,000	17,000	-	-
Community Dev Operating (City)	207	120,785	114,891	109,729	177,200	182,900	149,900	149,900	154,900	5,700	3.22%
Small Cities Development (City)	208	-	-	-	-	535,000	367,500	17,000	17,000	535,000	100.00%
Library	211	469,439	432,896	481,961	503,000	478,000	453,000	828,000	503,000	(25,000)	-4.97%
Tax Increment - Daqota	220	-	29,801	29,804	30,000	30,000	30,000	30,000	30,000	-	-
Tax Increment - 14th St Apartments	221	-	10,241	-	20,000	20,000	20,000	20,000	20,000	-	-
Tax Increment - Oakwood Estates	222	54,286	52,955	52,945	55,000	55,000	55,000	55,000	55,000	-	-
Fark	226	406,704	414,052	434,039	477,400	490,400	547,400	549,400	550,400	13,000	2.72%
Senior Center	228	11,340	10,185	11,740	11,200	11,300	11,400	11,500	11,500	100	0.89%
Landfill Host Fee	260	64,690	90,926	106,362	91,500	92,000	96,000	96,000	99,000	500	0.55%
Cable Television	614	113,856	113,764	114,375	114,400	115,450	120,450	125,450	130,450	1,050	0.92%
Fire Relief Pension	861	-	-	-	-	-	-	-	-	-	-
Total Special Revenue		1,279,929	1,974,200	1,526,656	1,569,300	2,103,250	1,954,550	1,980,950	1,669,950	533,950	34.02%
Debt Service Funds											
EDA Fire Truck - 2001	366	32,349	-	-	-	-	-	-	-	-	-
Business Park Bonds	368	204,633	534,924	408,328	31,000	36,000	31,000	31,000	26,000	5,000	16.13%
Swimming Pond Bonds	370	125,787	114,169	115,173	115,000	115,000	115,000	115,000	115,000	-	-
Total Debt Service		362,769	649,093	523,501	146,000	151,000	146,000	146,000	141,000	5,000	3.42%
Capital Project Funds											
Permanent Improvement	225	197,468	191,395	318,389	314,000	390,000	425,000	1,010,000	1,682,000	76,000	24.20%
Public Facilities Planning	224	200,000	607,500	357,500	352,000	503,000	4,000	230,000	230,000	151,000	42.90%
Public Works Reserve	231	110,514	217,785	217,369	276,000	207,000	340,000	285,000	195,000	(69,000)	-25.00%
Revolving Capital Projects	403	975,258	775,902	1,156,610	981,000	1,003,000	-	-	100,000	22,000	2.24%
City Sales Tax Projects	405	-	777,828	1,024,519	815,000	1,015,000	5,515,000	1,015,000	1,840,000	200,000	24.54%
Total Capital Project Funds		1,483,240	2,570,410	3,074,387	2,738,000	3,118,000	6,284,000	2,540,000	4,047,000	380,000	13.88%
Total Governmental Funds		7,816,583	9,857,201	10,264,180	9,458,900	10,490,550	13,539,850	9,914,250	11,266,750	1,031,650	10.91%
Internal Service Fund											
Employee Severance Benefits	701	105,089	41,850	40,477	55,000	40,000	45,000	50,000	50,000	(15,000)	-27.27%
Total Internal Service		105,089	41,850	40,477	55,000	40,000	45,000	50,000	50,000	(15,000)	-27.27%
Enterprise Funds											
Water Lake Superior Waterline	600	2,476,950	2,291,032	2,594,535	2,350,000	2,843,100	2,915,200	2,915,200	2,915,200	493,100	20.98%
Water In-Town	601	1,622,249	1,433,004	1,352,171	1,428,400	1,208,800	1,192,500	1,198,500	1,198,500	(219,600)	-15.37%
Sewer Utility	602	1,524,662	1,414,901	1,506,044	1,484,000	1,652,300	1,657,300	1,662,300	1,662,300	168,300	11.34%
Stormwater Utility	605	330,947	329,631	331,586	333,500	332,000	332,000	332,000	332,000	(1,500)	-0.45%
Total Enterprise Funds		5,954,808	5,468,568	5,784,336	5,595,900	6,036,200	6,097,000	6,108,000	6,108,000	440,300	7.87%
Total Proprietary Funds		6,059,897	5,510,418	5,824,813	5,650,900	6,076,200	6,142,000	6,158,000	6,158,000	425,300	7.53%
GRAND TOTAL ALL FUNDS		13,876,480	15,367,619	16,088,993	15,109,800	16,566,750	19,681,850	16,072,250	17,424,750	1,456,950	9.64%

City of Cloquet
All Funds Revenues & Expenditures/Expenses Summary
2016 Budget

Revenues by Source for 2016

FUND		Property Taxes	Other Taxes	Intergovt	Charges	All Others*	Transfers	Revenues
Description	No							
Total General Fund		1,425,000	55,000	2,794,900	240,500	372,900	230,000	5,118,300
Special Revenue Funds								
LJO Loan (EDA)	201	-	-	-	-	65,000	-	65,000
Federal CDBG Loan (EDA)	202	-	-	-	-	14,000	-	14,000
Economic Development Loan (City)	203	-	-	-	-	11,200	-	11,200
State SCDG/MIF (EDA)	204	-	-	-	-	3,000	-	3,000
CDIC Loan (City)	205	-	-	-	-	-	-	-
Revolving SCGP (EDA)	206	-	-	-	-	-	-	-
Community Dev Operating (City)	207	105,000	-	-	-	17,900	60,000	182,900
Small Cities Development (City)	208	-	-	535,000	-	-	-	535,000
Library	211	400,000	-	-	25,500	2,500	50,000	478,000
Tax Increment - Daqota	220	-	30,000	-	-	-	-	30,000
Tax Increment - 14th Street Apart.	221	-	20,000	-	-	-	-	20,000
Tax Increment - Oakwood Estates	222	-	55,000	-	-	-	-	55,000
Park	226	300,000	-	-	93,500	96,900	-	490,400
Senior Center	228	-	-	-	-	11,300	-	11,300
Landfill Host Fee	260	-	-	-	-	92,000	-	92,000
Cable Television	614	-	115,000	-	-	450	-	115,450
Fire Relief Pension	861	-	-	-	-	-	-	-
Total Special Revenue		805,000	220,000	535,000	119,000	314,250	110,000	2,103,250
Debt Service Funds								
Business Park Bonds	368	-	-	-	-	36,000	-	36,000
Swimming Pond Bonds	370	115,000	-	-	-	-	-	115,000
Total Debt Service		115,000	-	-	-	36,000	-	151,000
Capital Project Funds								
Permanent Improvement	225	260,000	-	-	-	130,000	-	390,000
Facilities Planning	224	-	-	-	-	3,000	500,000	503,000
Public Works Reserve	231	175,000	-	-	-	32,000	-	207,000
Revolving Capital Projects	403	-	-	963,000	-	-	40,000	1,003,000
City Sales Tax Projects	405	-	1,015,000	-	-	-	-	1,015,000
Total Capital Project Funds		435,000	1,015,000	963,000	-	165,000	540,000	3,118,000
Total Governmental Funds		2,780,000	1,290,000	4,292,900	359,500	888,150	880,000	10,490,550
Internal Service								
Employee Severance Benefits	701	-	-	-	20,000	20,000	-	40,000
Enterprise Funds								
Water - Lake Superior Waterline	600	-	-	-	2,843,100	-	-	2,843,100
Water - In Town System	601	-	-	-	1,089,800	119,000	-	1,208,800
Sewer Utility	602	30,000	-	-	1,557,300	65,000	-	1,652,300
Stormwater Utility	605	-	-	-	330,000	2,000	-	332,000
Total Enterprise Funds		30,000	-	-	5,820,200	186,000	-	6,036,200
Total Proprietary Funds		30,000	-	-	5,840,200	206,000	-	6,076,200
GRAND TOTAL ALL FUNDS		2,810,000	1,290,000	4,292,900	6,199,700	1,094,150	880,000	16,566,750

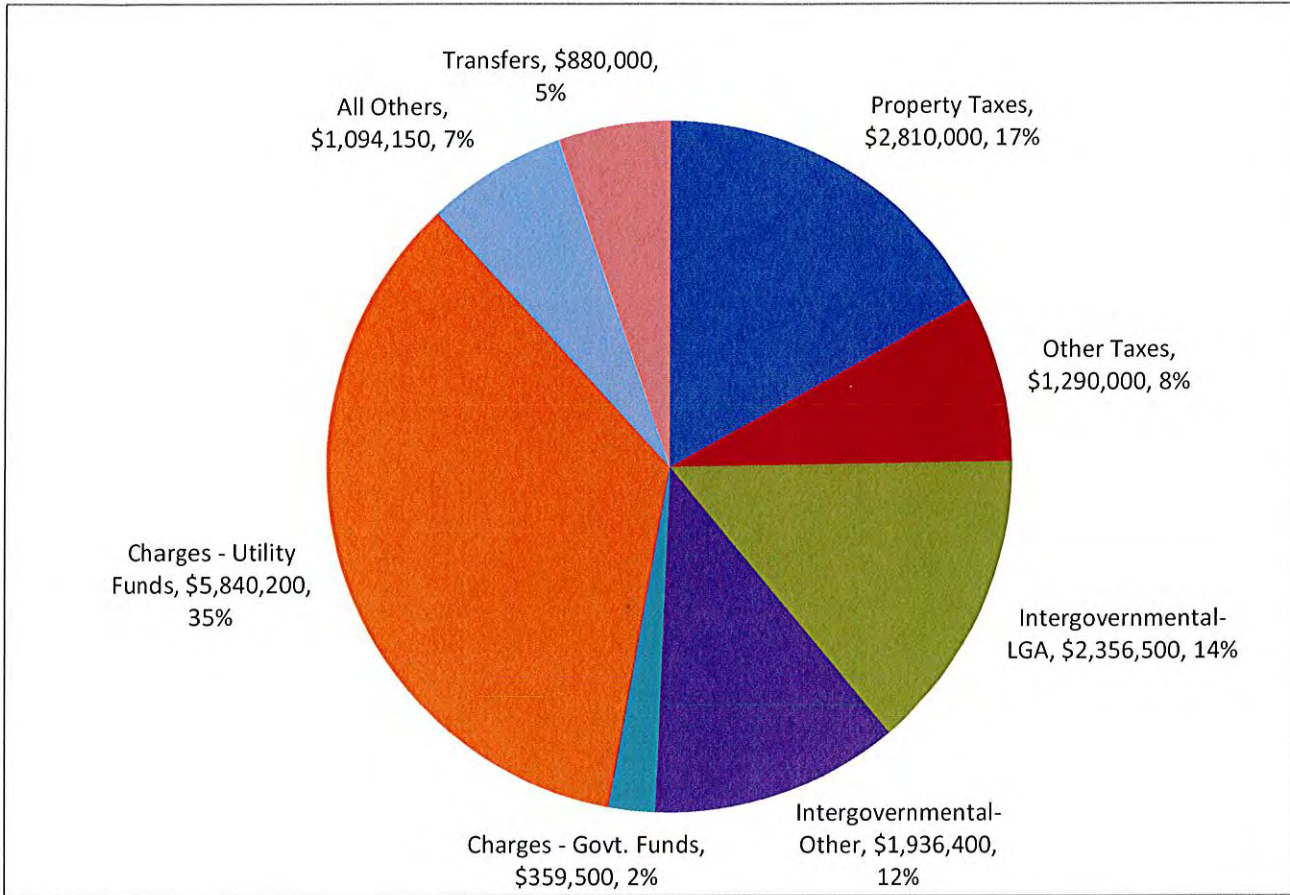
Expenditures/Expenses by Function for 2016

Personal Services	Supplies	Other Services	Debt	Capital	Transfers	Expenditure/Expenses
3,555,100	373,050	949,900	-	135,000	610,000	5,623,050
-	-	2,200	-	-	-	2,200
-	-	3,500	-	-	-	3,500
-	-	1,350	-	-	-	1,350
-	-	2,650	-	-	-	2,650
-	-	-	-	-	-	-
120,050	500	87,800	-	-	-	208,350
-	-	535,000	-	-	-	535,000
415,350	56,300	69,850	-	-	-	541,500
-	-	30,000	-	-	-	30,000
-	-	20,000	-	-	-	20,000
-	-	55,000	-	-	-	55,000
259,550	30,100	236,500	-	20,000	-	546,150
-	400	11,000	-	-	-	11,400
126,300	2,475	18,250	-	10,000	-	157,025
-	-	-	-	-	-	-
921,250	89,775	1,073,100	-	30,000	-	2,114,125
-	-	-	246,950	-	-	246,950
-	-	-	108,900	-	-	108,900
-	-	-	355,850	-	-	355,850
-	-	-	-	23,500	40,000	63,500
-	-	-	-	-	-	-
-	-	-	-	105,000	-	105,000
-	-	-	-	1,003,000	-	1,003,000
-	-	-	-	1,180,000	-	1,180,000
-	-	-	-	2,311,500	40,000	2,351,500
4,476,350	462,825	2,023,000	355,850	2,476,500	650,000	10,444,525
50,000	-	-	-	-	-	50,000
691,100	46,850	1,480,900	-	107,700	45,000	2,371,550
558,350	90,200	316,050	401,900	315,000	75,000	1,756,500
386,200	29,800	991,500	-	160,000	75,000	1,642,500
136,350	26,500	22,300	-	-	35,000	220,150
1,772,000	193,350	2,810,750	401,900	582,700	230,000	5,990,700
1,822,000	193,350	2,810,750	401,900	582,700	230,000	6,040,700
6,298,350	656,175	4,833,750	757,750	3,059,200	880,000	16,485,225

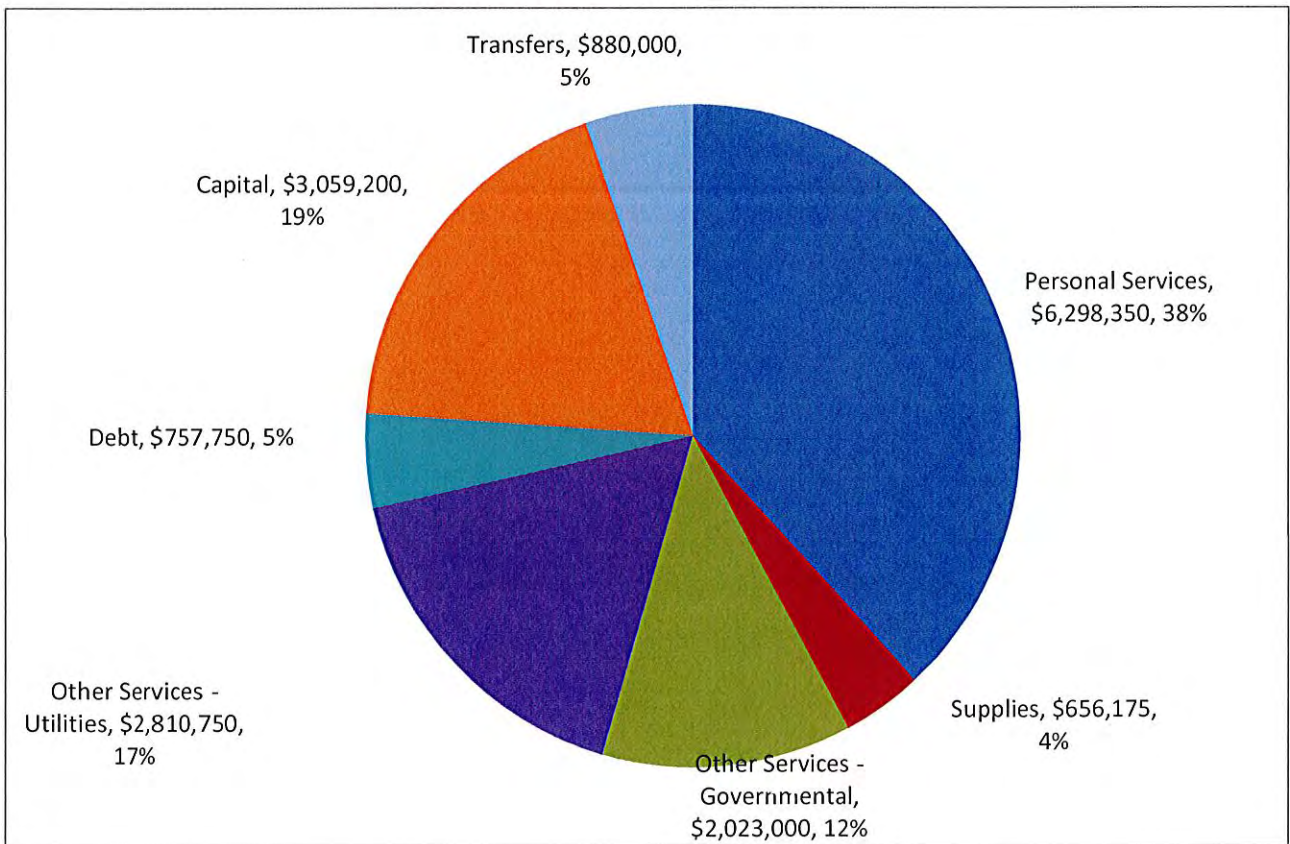
* - License and Permits, Fines & Forfeitures, Special Assessments, and Miscellaneous.

City of Cloquet 2016 Budget - All Funds

Revenues



Expenditures/Expenses



City of Cloquet
Summary Comparison of General Fund Expenditures & Financing Uses, Revenues & Financing Sources
2012 Actual through 2019 Proposed

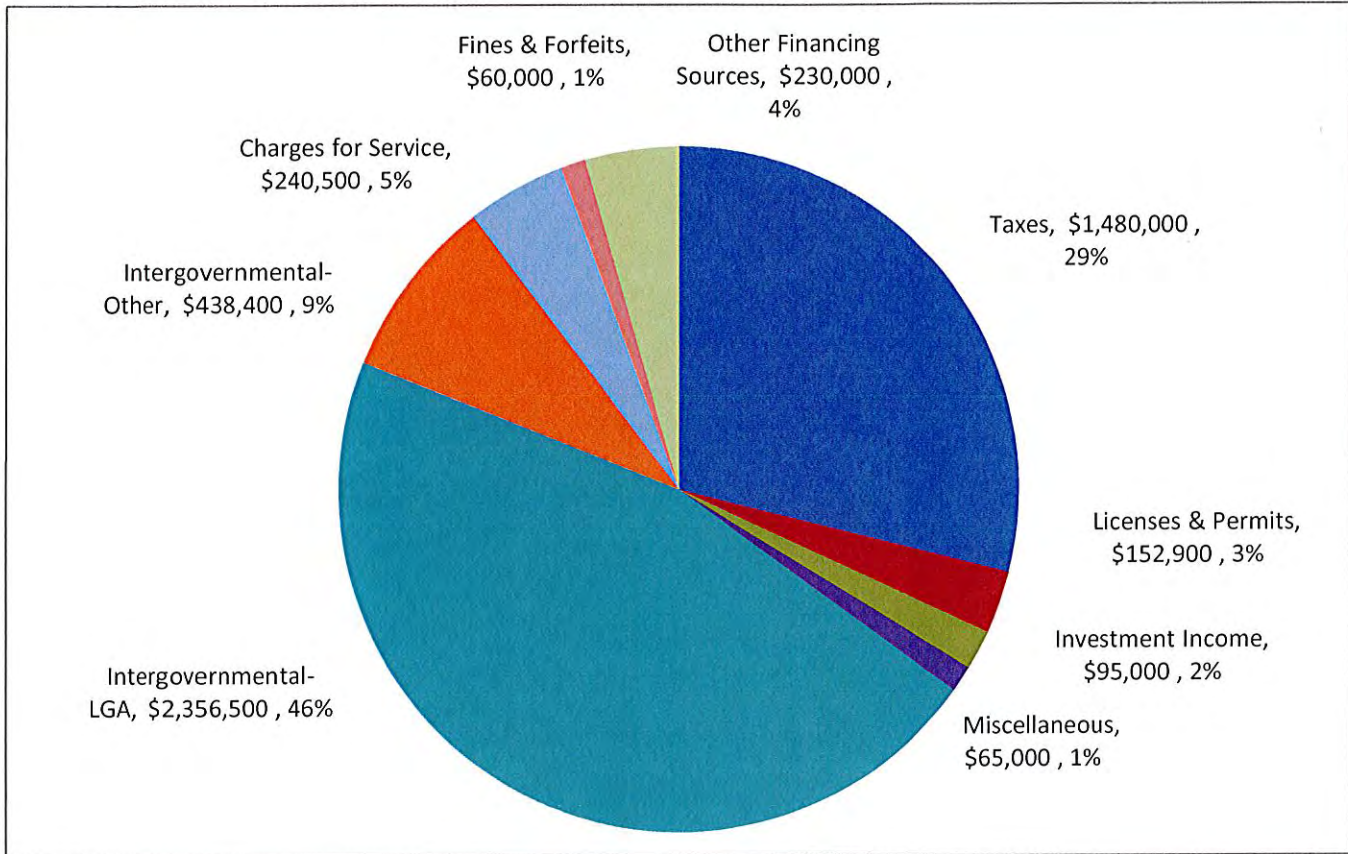
Descriptions	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2016 PROPOSED	2017 PROPOSED	2018 PROPOSED	2019 PROPOSED	CHANGE (*16 to *15 BUDGET)	
									Dollars	Percent
Expenditures & Financing Uses:										
Council	\$ 86,734	\$ 82,791	\$ 87,619	\$ 112,550	\$ 96,650	\$ 101,650	\$ 90,650	\$ 101,650	\$ (15,900)	-14.13%
Judicial	2,681	-	-	-	-	-	-	-	-	-
Mayor	16,127	17,390	13,649	15,150	13,900	14,000	14,500	14,500	(1,250)	-8.25%
Elections	17,806	552	15,486	-	18,500	-	19,000	-	18,500	100.00%
Administration	154,999	187,541	216,313	334,200	347,200	229,250	225,825	231,375	13,000	3.89%
Finance	177,457	170,747	174,666	188,150	202,200	202,450	205,400	220,000	14,050	7.47%
Planning & Zoning	193,570	203,903	226,486	209,600	225,300	227,800	239,650	246,200	15,700	7.49%
Law	97,017	97,446	102,815	95,000	95,000	95,000	95,000	95,000	-	-
General Government Bldgs	101,968	101,017	126,027	95,550	106,500	108,350	110,800	113,200	10,950	11.46%
Government Bldgs Public Safety	30,455	26,829	31,740	27,600	32,300	32,500	32,500	32,500	4,700	17.03%
Police & Other Public Safety	2,348,731	2,215,168	2,160,762	2,372,500	2,590,650	2,688,200	2,792,450	2,905,600	218,150	9.19%
Highways, Streets, & Roadways	932,645	1,014,375	1,034,833	926,000	1,007,600	1,034,950	1,063,400	1,095,300	81,600	8.81%
Snow Removal	33,657	69,434	40,174	50,000	55,000	55,000	55,000	55,000	5,000	10.00%
Street Lighting	179,178	168,173	148,522	162,500	154,500	154,500	154,500	154,500	(8,000)	-4.92%
Weed Control	4,114	12,173	5,213	8,000	8,000	8,000	8,000	8,000	-	-
Events Coordination	-	-	-	7,500	7,500	7,500	7,500	7,500	-	-
Lodging Tax Distribution	46,273	55,085	52,756	52,250	52,250	52,250	52,250	52,250	-	-
Other Financing Uses	275,301	200,000	700,000	485,000	610,000	125,000	300,000	75,000	125,000	25.77%
Total	\$ 4,698,713	\$ 4,622,624	\$ 5,137,061	\$ 5,141,550	\$ 5,623,050	\$ 5,136,400	\$ 5,466,425	\$ 5,407,575	\$ 481,500	9.36%
Revenues & Financing Sources:										
Taxes	\$ 1,408,298	\$ 1,401,078	\$ 1,456,120	\$ 1,475,000	\$ 1,480,000	\$ 1,490,000	\$ 1,505,000	\$ 1,580,000	\$ 5,000	0.34%
Licenses & Permits	118,255	123,672	152,646	130,200	152,900	152,900	157,900	157,900	22,700	17.43%
Intergovernmental	2,489,309	2,382,472	2,724,359	2,741,900	2,794,900	2,799,900	2,809,900	2,814,900	53,000	1.93%
Charges for Service	254,093	246,479	257,220	223,500	240,500	247,500	249,500	261,000	17,000	7.61%
Fines & Forfeits	85,635	87,060	63,255	85,000	60,000	60,000	60,000	60,000	(25,000)	-29.41%
Investment Income	82,413	(10,582)	84,352	80,000	95,000	100,000	150,000	200,000	15,000	18.75%
Miscellaneous	82,642	99,319	86,257	60,000	65,000	65,000	65,000	65,000	5,000	8.33%
Other Financing Sources	170,000	334,000	315,427	210,000	230,000	240,000	250,000	270,000	20,000	9.52%
Total	\$ 4,690,645	\$ 4,663,498	\$ 5,139,636	\$ 5,005,600	\$ 5,118,300	\$ 5,155,300	\$ 5,247,300	\$ 5,408,800	\$ 112,700	2.25%
NET CHANGE	\$ (8,068)	\$ 40,874	\$ 2,575	\$ (135,950)	\$ (504,750)	\$ 18,900	\$ (219,125)	\$ 1,225	\$ (368,800)	

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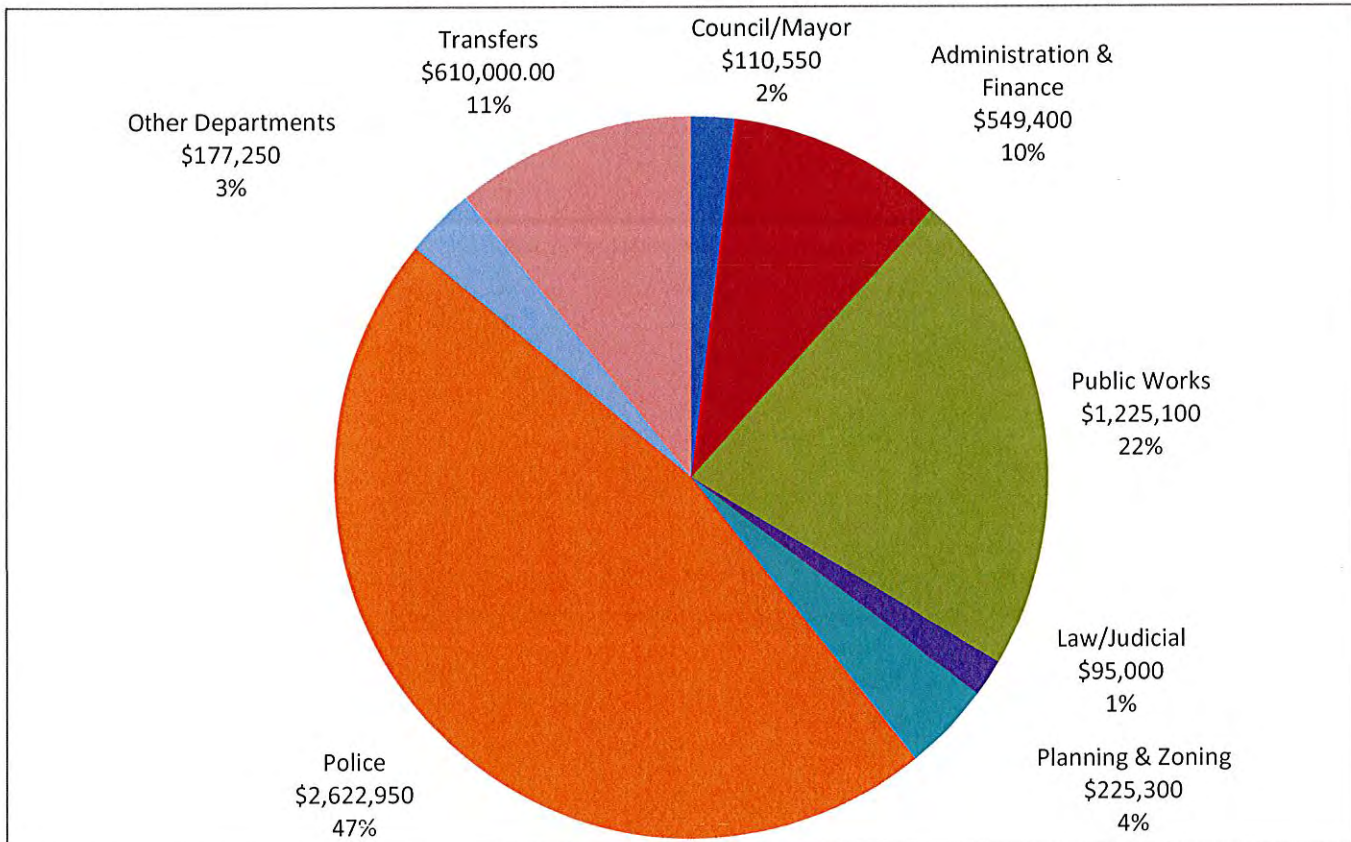
Library
Transfer

City of Cloquet 2016 General Fund Budget

Revenues



Expenditures



City of Cloquet, MN

Capital Plan

2016 thru 2020

PROJECTS BY CATEGORY

Category	Project#	Priority	2016	2017	2018	2019	2020	Total
Buildings								
Cable TV Equipment Replacement	A-004	3	10,000	15,000	5,000	2,500	2,500	35,000
City Building Energy & Renovation Projects	A-012	2	23,000		5,400,000			5,423,000
Pine Valley Facility Improvements	PP-019	2			600,000			600,000
Painting of 2MG Station 2 Reservoir	WP-019	2				570,000		570,000
Buildings Total			33,000	15,000	6,005,000	572,500	2,500	6,628,000
Equipment								
City Hall Network Server Replacement	A-007	2					25,000	25,000
City Hall Technology and Laserfische Project	A-014	3	100,000					100,000
Computer Server/System Upgrade	PD-006	2		15,000				15,000
Early Warning Sirens	PD-009	2		18,000				18,000
Development of Crime Lab	PD-010	2	12,000					12,000
Replacement of 2011 John Deere Front Mower	PE-602	3					41,000	41,000
Replacement of John Deere 1145 Tractor/Mower	PE-606	3	40,000					40,000
Replacement of John Deere Tractor/Mower #607	PE-607	3		42,000				42,000
Replacement of 2003 Toro Workman Groomer	PE-611	3			20,000			20,000
Pinehurst Park Equipment Improvements	PP-013	1				100,000		100,000
New Community Sign	PP-021	3	35,000					35,000
Portable Lift Station Generator	SE-003	3		35,000				35,000
Replacement of Air Compressor #218	SE-218	4			30,000			30,000
Replacement of Hydraulic Breaker	WE-308	2	15,000					15,000
Station 1 Electrical System Upgrades	WP-018	2		1,070,000				1,070,000
Equipment Total			202,000	1,180,000	50,000	100,000	66,000	1,598,000
Park Improvement								
Riverfront Improvements - North Shoreline	PP-002	4		150,000				150,000
Hilltop Park Improvements	PP-004	5	35,000					35,000
Fauley Park Improvements	PP-008	2	150,000					150,000
Pine Valley Bike Trail Development	PP-010	5			500,000			500,000
Braun Park Field Irrigation	PP-011	1					200,000	200,000
Reroof Park Shelter Buildings	PP-014	2		10,000				10,000
Regional Trail Development	PP-017	2			100,000			100,000
Skyline Blvd Landscaping	PP-023	1	100,000					100,000
Veterans Park Improvements	PP-024	2	565,000					565,000
New Skate Park Construction	PP-025	3	100,000					100,000
Wentworth Park Redevelopment	PP-026	3		150,000				150,000
Veterans Park/Highway 33 Landscaping	PP-027	3	50,000					50,000
Fauley Park/Highway 33 Landscaping	PP-028	3	40,000					40,000
Riverview Park/Hospital/Highway 33 Landscaping	PP-029	3		50,000				50,000
Dunlap/Spafford Parks/Highway 33 Landscaping	PP-030	3		200,000				200,000
Walmart Intersection/Highway 33 Landscaping	PP-031	3			550,000			550,000
Applebees Intersection/Highway 33 Landscaping	PP-032	3				1,000,000		1,000,000
Dunlap Island Redevelopment	PP-033	2		2,300,000				2,300,000
Parking Fencing Replacement	PP-034	2	140,000					140,000

Category	Project#	Priority	2016	2017	2018	2019	2020	Total
Park Improvement Total			1,180,000	2,860,000	1,150,000	1,000,000	200,000	6,390,000
Planning/Studies								
General Park Development Design	PP-018	2	20,000	20,000	20,000	20,000		80,000
Planning/Studies Total			20,000	20,000	20,000	20,000		80,000
Street Construction								
Highway 33 - I35 Development Project	CD-003	2				1,460,000		1,460,000
Miscellaneous Street Repair and Overlays	STP-010	3	0	685,000	660,000	622,000	665,000	2,632,000
Safe Routes to School Pedestrian Improvements	STP-034	2	152,000					152,000
3rd Street Reconstruction - Cloquet to Carlton Ave	STUP-004	3	765,000					765,000
Street Construction Total			917,000	685,000	660,000	2,082,000	665,000	5,009,000
Unassigned								
Dunlap Island Lift Station Generator	SE-002	n/a		25,000				25,000
Highway 33 Frontage Road (L&M to Walmart)	STP-037	n/a	361,000					361,000
Broadway Street Overlay and Streetscape	STP-038	n/a		1,000,000				1,000,000
Antus Addition/14th Street Utility Extension	STUP-008	n/a				1,250,000		1,250,000
Unassigned Total			361,000	1,025,000		1,250,000		2,636,000
Utilities								
I & I Reduction Improvement Program	SP-001	2	50,000	50,000	50,000	50,000		200,000
Sanitary Sewer CIPP Lining	SP-005	1		150,000				150,000
Construction of New Well	WP-003	3	150,000					150,000
Painting of 5MG Harris Reservoir	WP-020	3				945,000		945,000
Utilities Total			200,000	200,000	50,000	995,000		1,445,000
Vehicles								
Squad Car Replacement	PD-002	2	53,000	90,000	90,000	90,000	90,000	413,000
Replacement of 2010 Single Axle Ford Dump Truck	PE-601	3					40,000	40,000
Replacement of Parks Trailer #613	PE-613	4		15,000				15,000
Replacement of John Deere Loader #202	SE-202	3			150,000			150,000
Replacement of 2000 Grader # 203	SE-203	3				350,000		350,000
Replacement of 2004 Single Axle Dump Truck #211	SE-211	3					60,000	60,000
Replacement of 2005 Dump Truck #224	SE-224	3		215,000				215,000
Replacement of 1997 Chevrolet Pickup #504	WE-004	4					40,000	40,000
Replacement of 1995 One-Ton Pickup #301	WSE-001	3					50,000	50,000
Vehicles Total			53,000	320,000	240,000	440,000	280,000	1,333,000
GRAND TOTAL			2,966,000	6,305,000	8,175,000	6,459,500	1,213,500	25,119,000

Category

Project#

Priority

2016

2017

2018

2019

2020

Total

Report criteria:

Active Projects

All Categories

All Departments

All Priority Levels

All Projects

All What Else Do We Need data

All Source Types

Type: E or I or V or Z

City of Cloquet, MN

Capital Plan

2016 thru 2020

PROJECTS BY FUNDING SOURCE

Source	Project#	Priority	2016	2017	2018	2019	2020	Total
Building Fund								
City Building Energy & Renovation Projects	A-012	2			2,000,000			2,000,000
Building Fund Total					2,000,000			2,000,000
Cable TV Fund								
Cable TV Equipment Replacement	A-004	3	10,000	15,000	5,000	2,500	2,500	35,000
Cable TV Fund Total			10,000	15,000	5,000	2,500	2,500	35,000
General Fund								
City Building Energy & Renovation Projects	A-012	2			3,400,000			3,400,000
City Hall Technology and Laserfish Project	A-014	3	100,000					100,000
New Community Sign	PP-021	3	35,000					35,000
General Fund Total			135,000		3,400,000			3,535,000
MnDOT Transportation Funding								
Highway 33 - I35 Development Project	CD-003	2				825,000		825,000
Highway 33 Frontage Road (L&M to Walmart)	STP-037	n/a	361,000					361,000
3rd Street Reconstruction - Cloquet to Carlton Ave	STUP-004	3	490,000					490,000
MnDOT Transportation Funding Total			851,000			825,000		1,676,000
Park Fund								
Replacement of Parks Trailer #613	PE-613	4		15,000				15,000
Reroof Park Shelter Buildings	PP-014	2		10,000				10,000
General Park Development Design	PP-018	2	20,000	20,000	20,000	20,000		80,000
Replacement of Air Compressor #218	SE-218	4			5,000			5,000
Park Fund Total			20,000	45,000	25,000	20,000		110,000
Permanent Improvement								
City Building Energy & Renovation Projects	A-012	2	23,000					23,000
Pinehurst Park Equipment Improvements	PP-013	1				100,000		100,000
Miscellaneous Street Repair and Overlays	STP-010	3	0	685,000			665,000	1,350,000
Safe Routes to School Pedestrian Improvements	STP-034	2	40,000					40,000
Permanent Improvement Total			63,000	685,000		100,000	665,000	1,513,000
Public Works Reserve								
City Hall Network Server Replacement	A-007	2					25,000	25,000

Source	Project#	Priority	2016	2017	2018	2019	2020	Total
Squad Car Replacement	PD-002	2	53,000	90,000	90,000	90,000	90,000	413,000
Computer Server/System Upgrade	PD-006	2		15,000				15,000
Early Warning Sirens	PD-009	2		18,000				18,000
Development of Crime Lab	PD-010	2	12,000					12,000
Replacement of 2010 Single Axle Ford Dump Truck	PE-601	3					40,000	40,000
Replacement of 2011 John Deere Front Mower	PE-602	3					41,000	41,000
Replacement of John Deere 1145 Tractor/Mower	PE-606	3	40,000					40,000
Replacement of John Deere Tractor/Mower #607	PE-607	3		42,000				42,000
Replacement of 2003 Toro Workman Groomer	PE-611	3			20,000			20,000
Replacement of John Deere Loader #202	SE-202	3			75,000			75,000
Replacement of 2000 Grader # 203	SE-203	3				350,000		350,000
Replacement of 2004 Single Axle Dump Truck #211	SE-211	3					60,000	60,000
Replacement of Air Compressor #218	SE-218	4			10,000			10,000
Replacement of 2005 Dump Truck #224	SE-224	3		60,000				60,000
Public Works Reserve Total			105,000	225,000	195,000	440,000	256,000	1,221,000

Sales Tax

Highway 33 - I35 Development Project	CD-003	2				635,000		635,000
Riverfront Improvements - North Shoreline	PP-002	4		150,000				150,000
Hilltop Park Improvements	PP-004	5	35,000					35,000
Fauley Park Improvements	PP-008	2	150,000					150,000
Pine Valley Bike Trail Development	PP-010	5			500,000			500,000
Braun Park Field Irrigation	PP-011	1					200,000	200,000
Regional Trail Development	PP-017	2			100,000			100,000
Pine Valley Facility Improvements	PP-019	2			600,000			600,000
Skyline Blvd Landscaping	PP-023	1	100,000					100,000
Veterans Park Improvements	PP-024	2	565,000					565,000
New Skate Park Construction	PP-025	3	100,000					100,000
Wentworth Park Redevelopment	PP-026	3		150,000				150,000
Veterans Park/Highway 33 Landscaping	PP-027	3	50,000					50,000
Fauley Park/Highway 33 Landscaping	PP-028	3	40,000					40,000
Riverview Park/Hospital/Highway 33 Landscaping	PP-029	3		50,000				50,000
Dunlap/Spafford Parks/Highway 33 Landscaping	PP-030	3		200,000				200,000
Walmart Intersection/Highway 33 Landscaping	PP-031	3			550,000			550,000
Applebees Intersection/Highway 33 Landscaping	PP-032	3				1,000,000		1,000,000
Dunlap Island Redevelopment	PP-033	2		2,300,000				2,300,000
Parking Fencing Replacement	PP-034	2	140,000					140,000
Broadway Street Overlay and Streetscape	STP-038	n/a		1,000,000				1,000,000
Antus Addition/14th Street Utility Extension	STUP-008	n/a				550,000		550,000
Sales Tax Total			1,180,000	3,850,000	1,750,000	2,185,000	200,000	9,165,000

Sewer Fund

Dunlap Island Lift Station Generator	SE-002	n/a		25,000				25,000
Portable Lift Station Generator	SE-003	3		35,000				35,000
Replacement of John Deere Loader #202	SE-202	3			25,000			25,000
Replacement of Air Compressor #218	SE-218	4			5,000			5,000
Replacement of 2005 Dump Truck #224	SE-224	3		75,000				75,000
I & I Reduction Improvement Program	SP-001	2	50,000	50,000	50,000	50,000		200,000
Sanitary Sewer CIPP Lining	SP-005	1		150,000				150,000
3rd Street Reconstruction - Cloquet to Carlton Ave	STUP-004	3	110,000					110,000
Antus Addition/14th Street Utility Extension	STUP-008	n/a				325,000		325,000
Replacement of 1995 One-Ton Pickup #301	WSE-001	3					25,000	25,000

Source	Project#	Priority	2016	2017	2018	2019	2020	Total
Sewer Fund Total			160,000	335,000	80,000	375,000	25,000	975,000
State Aid								
Miscellaneous Street Repair and Overlays	STP-010	3			660,000	622,000		1,282,000
State Aid Total					660,000	622,000		1,282,000
State/Federal Grants								
Safe Routes to School Pedestrian Improvements	STP-034	2	112,000					112,000
State/Federal Grants Total			112,000					112,000
Storm Water Fund								
3rd Street Reconstruction - Cloquet to Carlton Ave	STUP-004	3	15,000					15,000
Storm Water Fund Total			15,000					15,000
Water Fund								
Replacement of John Deere Loader #202	SE-202	3			50,000			50,000
Replacement of Air Compressor #218	SE-218	4			10,000			10,000
Replacement of 2005 Dump Truck #224	SE-224	3		80,000				80,000
3rd Street Reconstruction - Cloquet to Carlton Ave	STUP-004	3	150,000					150,000
Antus Addition/14th Street Utility Extension	STUP-008	n/a				375,000		375,000
Replacement of 1997 Chevrolet Pickup #504	WE-004	4					40,000	40,000
Replacement of Hydraulic Breaker	WE-308	2	15,000					15,000
Construction of New Well	WP-003	3	150,000					150,000
Station 1 Electrical System Upgrades	WP-018	2		1,070,000				1,070,000
Painting of 5MG Harris Reservoir	WP-020	3				945,000		945,000
Replacement of 1995 One-Ton Pickup #301	WSE-001	3					25,000	25,000
Water Fund Total			315,000	1,150,000	60,000	1,320,000	65,000	2,910,000
GRAND TOTAL			2,966,000	6,305,000	8,175,000	5,889,500	1,213,500	24,549,000

Report criteria:


- Active Projects
- All Categories
- All Departments
- All Priority Levels
- All Projects
- All Source Types
- All What Else Do We Need data
- Type: E or I or V or Z



ADMINISTRATIVE OFFICES

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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 26, 2015

ITEM DESCRIPTION: Revised Data Practices Policy

Proposed Action

Staff recommends the City Council move to adopt the Revised Data Practices Policy.

Background/Overview

Minnesota Statute Chapter 13 requires each City to establish a Data Practices Policy that explains the rights of the public to government data subjects. The City originally adopted its Data Practices Policy in 1980.

The Minnesota State Legislature amends this statute almost annually with the most recent update effective August 1, 2014. Typically, such updates do not require the City to update or amend its policy. In this case, the change to Section 13.05, subd. 5 requires cities to create procedures “ensuring that data that are not public are only accessible to persons whose work assignment reasonably requires access to the data.”

In order to comply with this provision, staff has revised the City’s Data Practices Policy. The City has participated in a review of the change with the League of Minnesota Cities and reviewed the policy with the City Attorney to develop the update as proposed.

Key components of the policy include:

1. Responsible Authority – the City is required to appoint one person to administer the requirements for collection, storage, use and dissemination of government data within the City. This is the City Administrator.
2. Data Inventory – The document identifies and describes any private or confidential data maintained by the City.
3. Fees – Clarifies both copy costs as well as actual costs for the information requested.
4. List of Designees – Identifies the specific individuals that are in charge of individual files or systems containing data.
5. Data Rights – The Policy clarifies the right of both the public and data subjects have to get access to certain data.
6. Forms – The Policy includes a variety of forms necessary to access data and to protect all parties as it relates to their rights to access data.

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Revised Data Practices
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Policy Objectives

The purpose of the policy is to meet the statutory requirements of Minnesota Statue Chapter 13 pertaining to local administration of the Government Data Practices Act.

Financial/Budget/Grant Considerations

None. Staff time will be necessary for compliance with the Act. Consistent compliance will require on-going training in the area of data practices administration.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Draft Policy

CITY OF CLOQUET DATA PRACTICES POLICY

Adopted September 15, 2015

The Data Practices Policy (Policy) contains the procedures and forms adopted by the City of Cloquet (City) which are to comply with the requirements of the Minnesota Government Data Practices Act, (MGDPA) MN Statutes §13.01 et seq.

- I. Responsible Authority and Compliance Official.** The data practices compliance official is the designated employee of the government entity to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices issues. The City Council has appointed Brian Fritsinger, City Administrator, to act as the City's Responsible Authority and the Compliance Official pursuant to the Act. The people listed in Appendix A have been appointed as Responsible Authority Designees to assist in complying with the Act. The phrase "Responsible Authority or a designee" used in this Policy means the person responding to a MGDPA request for the City.
- II. Government Data Generally is Accessible to the Public.** "Government Data" means all data collected, created, received, maintained or disseminated by the City regardless of its physical form, storage media or conditions of use. Government Data is generally public data and is generally accessible by the public according to the terms of the MGDPA, unless it is specifically classified differently by the MGDPA or other law, and may be subject to a fee. The MGDPA classifies categories of Government Data that *are not generally accessible to the public* as follows:
 - **"Confidential data on individuals"** is information or data inaccessible to the public or to the individual subject of the data.
 - **"Private data on individuals"** is private information or data which is inaccessible to the public, but is accessible to the individual subject of the data.
 - **"Protected nonpublic data"** is data *not on individuals*, made by statute or federal law applicable to the data making it inaccessible to the public but accessible to the subject.
 - **"Not public data"** is governmental data that is inaccessible to the public because it is so classified by statute, federal law or classification as confidential, private, non-public or protected nonpublic.
- III. Access Procedures.** Procedures for responding to requests for access to Government Data vary depending on the classification of the data requested and the person making the request. The Responsible Authority or a designee must determine:
 - (1) whether the City maintains the data requested. The City is not required to provide data it does not maintain or to produce data in a new format.
 - (2) the statutory category of data requested in order to respond appropriately according to MGDPA requirements.

Classifications for "not public data" (data classified as private, confidential, or nonpublic data) under Minn. Stat. § 13.02, subd. 8a maintained by the City are attached to this Policy as Exhibit D, and responses should follow the protocol below depending on the category of data.

- A. Access to Public Data.** All data maintained by the City is public unless there is a specific statutory designation which gives it a different classification.

B. People entitled to Access. Any person has the right to inspect and copy public data. The person also has the right to have an explanation of the meaning of the data. The person does not need to state his or her name, provide identification or give the reason for the request (MS 13.05, subd. 12). To fulfill the request, the representative of the City may ask questions to clarify the request and may use the form contained in this policy as Exhibit B. The City must determine whether it maintains the requested data. The City is not required by the Minnesota Government Data Practices Act to provide data that it does not maintain, nor is the City required to produce data in a new format other than is routinely used.

C. Form of Request. The request for public data may be verbal or written. The City will consult with its attorney in preparing a response to a request for data relating to litigation.

D. Timeline For Responding to Data Request? Requests will be received and processed during normal business hours. If requests cannot be processed or copies cannot be made immediately at the time of the request, or if the City Attorney must be consulted prior to release, the information must be supplied as soon as reasonably possible. Standing requests will be valid for one year at which time the request must be renewed by the party making the request.

E. Fees. Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data. The fee may not include time necessary to separate public from non-public data. Fees may not be charged for inspection of government data.

- **Single-Sided, Black and White, Letter or Legal Size Documents**

1-100 pages (MN Statute 13.03, subd. 3 c.) \$.25 per page

101 or more pages Actual Cost (as defined below)

The *actual cost* of copies includes the cost of searching for and retrieving the data, including the cost of employee time, and for making, certifying, and electronically transmitting copies of the data and/or mailing copies of the data and any other production expenses. Actual costs shall be determined by the department fulfilling the data request.

The City may require the requesting party to prepay any fees associated with a request for copies or transmission prior to releasing the data requested.

The Responsible Authority may also charge an additional fee if the copies have commercial value and are a substantial and discrete portion of a formula, compilation, program, process, or system developed with significant expenditure of public funds. This additional fee must reasonably relate to the actual development costs of the information.

IV. Access to Data on Individuals. Data about individual people is classified by law as public, private, or confidential. A list of the private and confidential information maintained by the City is attached as Exhibit C (Non-public Data Maintained by City). Information to be incorporated on forms used to collect private and confidential information is also attached as Exhibit D (Tennessen Warning).

A. People Entitled to Access.

1. Public data about an individual may be shown or given to anyone.

2. Private data about an individual may be shown or given to:

- The individual
- A person who has been given access by the express written consent of the data subject. This consent must be on the form attached as Exhibit E, or a form reasonably similar.

- People who are authorized access by federal, state, or local law or court order.
- People about whom the individual was advised at the time the data was collected. The identity of those people must be part of the Tennessean Warning.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

3. Confidential and Protected nonpublic information may not be given to the subject of the data, but may be shown or given to:

- People who are authorized access by federal, state or local law or court order and whose identity is disclosed in the Tennessean Warning.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

B. Form of Request. Any individual may request verbally or in writing whether the City has stored data about that individual and whether the data is classified as public, private, nonpublic, confidential or protected nonpublic.

All requests to see or copy private nonpublic, confidential or protected nonpublic information must be in writing. An information disclosure request, attached as Exhibit F, must be completed to document who requests and who receives this information. The Responsible Authority or Designee must complete the relevant portions of the form. The Responsible Authority or Designee may waive the use of this form if there is other documentation of the requesting party's identity, the data requested, and the City's response. A response to a request for data relating to litigation will be made after consultation with the City Attorney.

C. Identification of Requesting Party. The Responsible Authority or Designee must verify the identity of the requesting party as a person entitled to access. This can be done through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

D. Time Limits. Requests will be received and processed during normal business hours. The response must be immediate, if possible, or within ten (10) working days if an immediate response is not possible (M.S. 13.04 subd. 3).

E. Fees. Fees may be charged in the same manner as for public information.

F. Summary Data. Summary data means statistical records and reports derived from data on individuals but which does not identify an individual by name or any other private, nonpublic, confidential or protected nonpublic data. Summary data is public. The Responsible Authority or Designee will prepare summary data upon request, if the request is in writing and the requesting party pays a deposit for the cost of preparation in advance. The Responsible Authority or Designee must notify the requester of the anticipated time schedule and the reasons for the delay.

Summary data may be prepared by redacting (blacking out) personal identifiers, cutting out portions of the records that contain personal identifiers, programming computers to delete personal identifiers, or other reasonable means.

The Responsible Authority may authorize an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing, (2) the agency or person agrees not to disclose the private, nonpublic, confidential or protected nonpublic data, and (3) the Responsible Authority determines that access by this outside agency or person will not compromise the privacy of the private, nonpublic, confidential or protected nonpublic data. The Responsible Authority may use the form attached as Exhibit F.

G. Juvenile Records. The following applies to private (not confidential) data about people under the age of 18.

1. Notice to Juvenile Subject Of Data. Before requesting private data from juveniles, City personnel must notify the juveniles subjects that they may request that their private data be withheld from their parent(s) or legal guardians, stating reasons for the request. This notice should be in the form attached as Exhibit H and must be given in addition to a Tennessee Warning.

2. Parental Access. In addition to the people listed above who may have access to private data, a parent may have access to private information about a juvenile subject. "Parent" means the parent or legal guardian of a juvenile data subject, or individual acting as a parent or legal guardian in the absence of a parent or legal guardian. The parent is presumed to have this right unless the Responsible Authority or designee has been given evidence that there is a state law, court order, or other legally binding document which prohibits this right.

3. Denial of Parental Access. The Responsible Authority or Designee may deny parental access to private data when the juvenile requests this denial and the Responsible Authority or Designee determines that withholding the data would be in the best interest of the juvenile. The request from the juvenile must be in writing stating the reasons for the request. In determining the best interest of the juvenile, the Responsible Authority or Designee will consider:

- Whether the juvenile is of sufficient age and maturity to explain the reasons and understand the consequences;
- Whether denying access may protect the juvenile from physical or emotional harm;
- Whether there is reasonable grounds to support the juvenile's reasons; and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize the health of the minor.
- The Responsible Authority or Designee may also deny parental access without a request from the juvenile under Minnesota Statutes Section 144.335.

V. Denial of Access. If the Responsible Authority or Designee determines that the requested data of whatever classification is not accessible to the requesting party, the Responsible Authority or Designee must inform the requesting party orally at the time of the request or in writing as soon after that as possible. A denial must be given in writing, including the specific legal authority for the denial upon request of the party requesting data.

VI. Collection of Data on Individuals. The collection and storage of information about individuals will be limited to that necessary for the administration and management of programs specifically authorized by the state legislature, city council, or federal government.

When an individual is asked to supply private, nonpublic, confidential or protected nonpublic information about himself or herself, the City employee requesting the information must give the individual a *Tennessee* warning. This warning must contain the following:

1. the purpose and intended use of the requested data;
2. whether the individual may refuse or is legally required to supply the requested data;
3. any known consequences from supplying or refusing to supply the information; and

4. the identity of other persons or entities authorized by state or federal law to receive the data.

A Tennessean warning is not required when an individual is requested to supply investigative data to a law enforcement officer.

A Tennessean warning may be on a separate form or may be incorporated into the form which requests the private, nonpublic, confidential or protected nonpublic data. In certain situations, a victim and/or witness to a crime may request that their identity be withheld from the public.

VI. Collection of Data on Individuals. The collection and storage of information about individuals will be limited to that necessary for the administration and management of programs specifically authorized by the state legislature, city council, or federal government.

VII. Challenge to Data Accuracy. An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City. The individual must notify the City's Responsible Authority in writing describing the nature of the disagreement. Within 30 days, the Responsible Authority or Designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the Authority believes the data to be correct.

An individual who is dissatisfied with the Responsible Authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The Responsible Authority will correct any data if so ordered by the Commissioner.

VIII. Data Accuracy and Security Safeguards

A. Accuracy of Data. In order that Government Data be kept in the most accurate and current state practicable, the following guidelines should be followed:

1. All employees will be requested to provide updated personal information to the appropriate supervisor and Human Resources/Administration. The information is necessary for tax purposes, insurance coverage, emergency notifications, and other personnel purposes.
2. Other people who provide private, nonpublic, confidential or protected nonpublic information will also be encouraged to provide updated information when appropriate.
3. Department directors should periodically review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous.

B. Challenges to Data Accuracy. An individual who is the subject of Government Data may contest the accuracy or completeness of that data by notifying the Responsible Authority in writing describing the nature of the disagreement. Within thirty (30) days, the Responsible Authority or designee must review the data in question and respond by either (i) correcting data found to be inaccurate or incomplete and attempting to notify past recipients of the inaccurate or incomplete data, including recipients named by the individual; or (ii) notifying the individual that the Responsible Authority believes the data to be accurate. An individual who is dissatisfied with the Responsible Authority's response may appeal the matter to the Commissioner of the Department of Administration, utilizing the contested case procedures in Minn. Stat. Chap. 14.

C. Data Security

1. City Staff must pay careful attention to and abide by the City's Records Retention Schedule, disposing of records as appropriate.

2. Private, nonpublic, and confidential data must be stored in secure files or databases which are not accessible to unauthorized personnel pursuant to Minn. Stat. § 13.05, subd. 5. The Responsible Authority or a designee should instruct authorized personnel to (1) not discuss, disclose or otherwise release private, nonpublic, or confidential data to personnel who are not authorized to access such data; (2) protect access to private, nonpublic, or confidential data in their possession; (3) shred private, nonpublic, or confidential data prior to discarding it or dispose of it in confidential locked recycling. The City conducts ongoing security checks and must complete, at least annually, a comprehensive assessment of security of the Private, Nonpublic, and Confidential Data maintained.
3. Private, nonpublic, not public, and confidential data should be kept within City offices at all times unless necessary for off-premises City business.
4. Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain private and confidential information. These employees will be instructed to:
 - not discuss, disclose or otherwise release private, nonpublic, confidential or protected nonpublic data to City employees whose job responsibilities do not require access to the data;
 - not leave private, nonpublic, confidential or protected nonpublic data where non-authorized individuals might see it; and
 - shred private, nonpublic, confidential or protected nonpublic data before discarding, or dispose through confidential locked recycling.
 - When a contract with an outside party requires access to private, nonpublic, confidential or protected nonpublic information, the contracting party will be required to use and disseminate the information consistent with the Act. The City may include in a written contract the language contained in Exhibit I.

D. Trade Secret and Security Information. Trade Secret and Security Information (e.g. plans for alarm systems, vaults, sprinkler systems, security protocols) is Nonpublic or Not Public Data. The Responsible Authority, in consultation with legal counsel as necessary, will determine whether particular information qualifies as Trade Secret or Security Information according to the following definitions:

1. “Trade Secret information” is government data that includes a formula, pattern, compilation, program, device, method, technique, or process that is (1) supplied by an individual or organization; (2) subject to efforts by the individual or organization to maintain secrecy of the information; and (3) derives independent actual or potential economic value by not being known to or accessible to the public through lawful means.
2. “Security information” is government data the disclosure of which would be likely to substantially jeopardize the security of the information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury. Security information includes crime prevention block maps and lists of volunteers who participate in community crime prevention programs and their home addresses and telephone numbers.

E. Contracts with Private Entities. If the City enters into a contract with a private person to perform any of the City’s functions, all of the data created, collected, received, stored, used, maintained, or disseminated by such private person in performing those functions is subject to the requirements of Minn. Stat. § 13.01 et seq. and such person must comply with the requirements as if he or she were a government entity. All such contracts must include a notice that the requirements of Minn. Stat. § 13.01 et seq. apply to the contract. See Exhibit I.

F. Procedures in the Event of Unauthorized Access. This Policy establishes that only those personnel who need to access Nonpublic Data do so. In the event of a breach of that requirement, the City is required to notify any individual or entity whose Nonpublic Data was wrongfully accessed, to conduct an investigation into the matter, and to prepare a report. Notification must occur in the most expedient time frame possible and must inform the individual or individuals how they can obtain a copy of the report. If the breach involves unauthorized access by an employee, contractor, or agent of the government entity, the report must include at least (i) the description of the type of data accessed (ii) the number of individuals affected; (iii) final disposition of disciplinary action against any employee determined to be responsible for the breach. See Minn. Stat. § 13.055.

IX. FORMS AND RESOURCES

Exhibit A	List of Designees
Exhibit B	Request For Public Data Request Form
Exhibit C	Classified Data Access Request
Exhibit D	Govern Data Classified As Not Public (Private, Nonpublic, Confidential or Protected Nonpublic) Maintained
Exhibit E	Data Practices Advisory (Tennessen Warning)
Exhibit F	Consent To Release Private Data
Exhibit G	Government Data Access And Nondisclosure Agreement
Exhibit H	Notice To Persons Under The Age Of 18
Exhibit I	Sample Contract Provision For Contracts With Outside Entities Accessing Private, Nonpublic, Confidential or Protected Nonpublic Data

EXHIBIT A LIST OF DESIGNEES

The following persons are officially designated by the Responsible Authority as “Designees” to be in charge of individual files or systems containing government data and to receive and comply with the requests for government data.

The following persons are officially designated by the Responsible Authority as “Designees” to be in charge of individual files or systems containing government data and to receive and comply with the requests for government data.

Brian Fritsinger
Kris St. Arnold

Mary Lukarilla

Steve Stracek
Shannon Nelson
Nicole Eckenberg

Nancy Klassen
Mary Kay Hohensee-Meyer
Anne Kolodge

Holly Butcher
Laurie Anderson
Matt Munter

Caleb Peterson
Jim Prusak

**EXHIBIT A
CITY OF CLOQUET
REQUEST FOR PUBLIC DATA
MINNESOTA GOVERNMENT DATA PRACTICES ACT**

REQUESTERS: Complete this form and return it to Cloquet City Hall. You may submit it via e-mail at bfritsinger@ci.cloquet.mn.us in person or by U.S. Mail.

You do not have to provide contact information. However, if you want us to mail you copies of data, we will need some type of contact information. In addition, if we do not understand your request and need to get clarification from you, without contact information we will not be able to begin processing your request until you contact us.

The City of Cloquet will respond to you as soon as reasonably possible.

NOTICE: *You may cancel this request at any time prior to the release of information.
You may be required to pay the actual costs of making copies.*

<i>Last Name</i>	<i>First Name</i>	<i>Phone</i>	<i>Date</i>
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<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Email</i>
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Information Requested (Be as specific as possible):

DEPARTMENT USE ONLY - Requester, please do not write below this line.

Department _____ Handled by: _____

Request Type: In-person, Mail Phone E-mail

Fees Charged: _____

If no fee is charged enter "None"

City of Cloquet 1307 Cloquet Ave, Cloquet, MN 55720 Phone: 218-879-3347, Fax 218-879-6555

**EXHIBIT C CLASSIFIED DATA (ACCESS REQUEST)
GOVERNMENT DATA PRACTICES ACT**

REQUESTER: Complete this form and return it to Cloquet City Hall.

NOTICE: You may cancel this request at any time prior to the release of information. In any event, this consent form will expire 90 days after signing.

You may be required to pay the actual costs of making and/or compiling data.

After being shown private data on individuals and informed of its meaning, this data need not be disclosed again for six months unless additional information has been collected or an action is pending.

NOTE: The subject of the data request must authorize the release of private information to the subject's agent or another agency. An "Informed Consent to Release" must be completed by the subject of the data.

Name: Last First M.I. Date

Address: Street City State Zip Phone No.

Information Requested

Requester's Signature: *If not the subject of the data requested, see note above.*

DEPARTMENT USE ONLY - Please do not write below this line.

NOTE: Reasonable identification must be obtained from the person seeking the information.

NOTE: If Data Subject is a minor, consult Attorney prior to release of information.

Department

Handled by:

Identification Viewed (Drivers License, State ID, Notarized Request)

Requester is: _____ Data Subject; _____ Not Data Subject, See NOTE above

Request Type: _____ In-person, _____ Mail

Data Classification: _____ Public, _____ Non-Public, _____ Protected Non-Public, _____ Private, _____ Confidential

Request: _____ Approved or _____ Denied Authorized Signature _____

Comments: *Enter any appropriate remarks or comments. If data access is denied, cite authority or reason.*

Fees Charged (*If no fee is charged enter "None"*): _____

City of Cloquet 1307 Cloquet Ave, Cloquet, MN 55720

Phone: 218-879-3347, Fax 218-879-6555

**EXHIBIT D
CITY OF CLOQUET
RESOURCE LIST CLOQUET**

I. Personnel Data (Private) MN Stat. 13.43

All data about an individual who is employed as, or an applicant to be, an undercover law officer is private*. All data on all other individuals who are or were an employee, an applicant for employment, volunteer, independent contractor, **except the following which is public:**

PUBLIC DATA

- Name
- Actual gross salary
- Salary range
- Contract fees
- Actual gross pension
- Value and nature of employer paid fringe benefits
- Basis for and amount of added remuneration, including expense reimbursement
- Bargaining unit
- Job title
- Job description
- Education and training background
- Previous work experience
- Date of first and last employment
- The existence and status (but not nature) of any complaints or charges against the employee, whether or not resulting in discipline
- Final disposition of any disciplinary action, with specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees
- Terms of any agreement settling any dispute arising from the employment relationship, including a “buyout” agreement
- Work location
- Work telephone number
- Badge number
- Honors and awards received
- Payroll time sheets or other comparable data that are only used to account for employee’s work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee’s reasons for the use of medical leave or other not public data

- Employee Identification Number (not a social security number)
- If it is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, information that is relevant to the safety concerns may be released to (1) the person who may be harmed or to the person's attorney when relevant to obtaining a restraining order, (2) a pre-petition screening team in the commitment process, or (3) a court, law enforcement agency or prosecuting agency.

* Undercover Law Enforcement Officer Data (Private – MN Statute § 13.43, subd. 5) All data about an individual who is employed as, or is an applicant to be, an undercover law officer is Private Data on Individuals. When the individual is no longer assigned to an undercover position, the data is Personnel Data unless the law enforcement agency determines that revealing the data would threaten the personal safety of the officer or jeopardize an active investigation.

2. **Applicant Data (Private)** MN Stat. 13.43, subd. 3

Data about current and former applicants for City employment is Private Data on Individuals—**except the following, which is public:**

Public Data:

- Veteran status
- Relevant test scores
- Rank on eligible list
- Job history
- Education and training
- Work availability
- Name, after being certified as eligible for appointment to a vacancy or when considered a finalist for a position of public employment (which occurs when the person has been selected to be interviewed by the appointing authority)

3. **Applicants for Appointment.** (MN Statutes 13.601, subd. 3.) Data about applicants for appointment to a public body collected by a government entity as a result of the applicant's application for appointment to the public body are Private Data on Individuals except that the following are public: name; city of residence, except when the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service;

- Once an individual is appointed to a public body, the following additional data are public: residential address and either a telephone number or e-mail address where the appointee can be reached, or both at the request of the appointee.
- An e-mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an e-mail address or telephone number provided by the public body as the designated e-mail address or telephone number at which the appointee can be reached.

4. **Real Property Complaint Data (Confidential)** MN Stat. 13.44

The identities of individuals who register complaints concerning violations of state laws or local ordinances concerning the use of real property is Confidential Data on Individuals.

5. **Security Information (Private/Nonpublic)** MN Stat. 13.37

Data which if disclosed would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury. This includes crime prevention block maps and lists of volunteers who participate in community crime prevention programs and their home addresses and telephone numbers, but these may be disseminated to other volunteers participating in crime prevention programs. This also includes interior sketches, photos, or plans of buildings where detailed information about alarm systems or similar issues could jeopardize security.

- The location of a National Night Out event is Public Data.

6. **Trade Secret Information (Nonpublic)** MN Stat. 13.37, subd. 1 (b)

The Responsible Authority, in consultation with legal counsel as necessary, will determine whether particular information qualifies as Trade Secret according to the following definition:

- “Trade Secret information” is government data that includes a formula, pattern, compilation, program, device, method, technique, or process that is (1) supplied by an individual or organization; (2) subject to efforts by the individual or organization to maintain secrecy of the information; and (3) derives independent actual or potential economic value by not being known to or accessible to the public through lawful means.

7. **Registered Voter Lists MN Stat. 13.37, 203B.12, Absentee Ballots (Private/Protected Nonpublic)** 201.091

- Sealed absentee ballots before opening by an election judge are Protected Nonpublic. Names of voters submitting absentee ballots are Private until the close of voting.
- Registered voter lists are private, except for use related to elections, political activities, or law enforcement. The date of birth, portion of a Social Security number, driver’s license number or other identification card number on voter lists cannot be provided on a list available for public inspection.

8. **Bids, Proposals, Sealed Bids (Private/Nonpublic)** MN Stat. 13.37, subd. 2; 13.591

- Sealed bids, including the number of bids received, prior to opening are Nonpublic Data.
- Proposals submitted in response to a Request for Proposals are Private or Nonpublic Data until the responses are opened. Once opened, the name becomes Public, but all other data remain Private or Nonpublic until completion of the selection process. After the process is completed, all remaining data are Public with the exception of trade secret data.
- Data submitted by a business in response to a Request for Bids are Private or Nonpublic Data until the bids are opened. Once opened, the name of the bidder and the dollar amount specified in the response become Public Data. All other data in a bidder’s response to a bid are Private or Nonpublic data until the completion of the selection process. After the process is completed, all remaining data are Public with the exception of trade secret data.
- In the event that all responses to a Request for Proposals or a Request for Bids are rejected, information that was Private or Nonpublic remains that way until a re-solicitation of bids results in completion of the selection process or the process is abandoned. If re-solicitation does not occur within one year, the remaining data become Public.

9. **Labor Relations Information (Nonpublic)** MN Stat. 13.37, subd. 1 (c) Protected Nonpublic)

- Management positions on economic and non-economic items that have not been presented during the collective bargaining process or interest arbitration, including information collected or created

to prepare the management position are Nonpublic or Protected Nonpublic Data.

10. Firearms Data (Private) MN Stat. 13.87, subd. 2

- Data about the purchase or transfer of firearms and applications for permits to carry firearms.

11. Examination Data (Private or Confidential) MN Stat. 13.34

- Completed versions of personnel and licensing examinations are Private Data, unless the Responsible Authority determines that they should be confidential because access would compromise the objectivity, fairness, or integrity of the examination process.

12. Elected Officials Correspondence (Private) MN Stat. 13.601

- Correspondence between individuals and elected officials is Private Data, but may be made Public Data by either the author or any recipient.

13. HRA Data (Non-Public/Private/Confidential) MN Stat. 13.585, 13.462, 13.59

- Housing agency data, data about individuals participating in the City's housing rehabilitation program, Section 8 rental assistance program, and other housing assistance programs, data relating to businesses receiving financial assistance are either Non-Public or Private.
- Data pertaining to negotiations with property owners regarding the purchase of the property are Nonpublic Data. Except the HRA's evaluation of properties that it does not purchase, all other negotiation data becomes Public Data at the time of the closing of the property sale.
- Data pertaining to individuals' income collected for purposes of determining eligibility of property for classification 4d under Minn. Stat. §§ 273.128 and 273.13 is Private Data on Individuals. Such data may be disclosed to county and local assessors responsible for determining eligibility of property for classification 4d.
- Law enforcement access to data may be subject to different regulation.

14. Federal Contracts Data (Private/Nonpublic) MN Stat. 13.35

- To the extent that a federal agency requires it as a condition for contracting with a City, all government data collected and maintained by the City is classified as private or nonpublic.

15. Civil Investigative Data (Confidential/Private) MN Stat. 13.39

- Data collected as part of an active investigation undertaken to commence or defend pending civil litigation, or which are retained in anticipation of pending civil litigation is confidential, except that a complainant's statement is private.

16. Appraisal Data (Confidential/Protected Nonpublic/ MN Stat. 13.44 subd. 3 Public)

- Data on estimated or appraised values of real property made by or on behalf of the City for the purpose of selling or acquiring real property are Confidential or Protected Nonpublic Data. Appraised values of real property obtained by owners who have received from the City an offer to purchase property are Private or Nonpublic Data. All such data become Public Data when (1) submitted to a court-appointed condemnation commissioner; (2) submitted in court during condemnation proceedings; or (3) the parties enter into an agreement for the purchase and sale of the real property.

17. Assessor's Data (Private/Nonpublic) MN Stat. 13.51, 375.192, 272.115, 273.124

- Data on sale sheets from private MLS organizations where the contract with the organization requires that the data not be made available to the public is Private Data.
- The following income property data is Private Data or Nonpublic Data: (a) detailed income and expense figures; (b) average vacancy factors; (c) verified net rentable areas or net usable areas, whichever is appropriate; (d) anticipated income and expenses; (e) projected vacancy forms; and (f) lease information.
- Income information on individuals collected for purposes of determining eligibility of property under class 4d (Minn. Stat. §§ 273.128 and 273.13) are Private Data.
- Social Security Nos. and Federal Employer Identification Nos. on Certificates of Value, homestead applications, and other documents is Private Data.

18. Transportation Service Data (Private) MN Stat. 13.72

- Personal, medical, financial, familial or locational information, except the name, of applicants or users of transportation services for the disabled or elderly is Private Data.

19. Social Recreation Data (Private) MN Stat. 13.548

- The name, address, telephone number, any other data that identifies the individual, and any data which describes the health or medical condition of the individual, family relationships, living arrangements, and opinions as to the emotional makeup or behavior of individuals enrolling in recreational or social programs are Private Data.

20. Law Enforcement and Investigative Data (Confidential/Protected Nonpublic/ Private) MN Stat. 13.80, 13.82, 13.85, 13.87, 169.09, 168.10, 169A.70, 171.043, 171.07, 171.071, 171.12, 171.32, 299A.61, 299C.065, 299C.091, 299C.093, 299C.095, 299C.46, 299C.48, 299C.53, 299C.56, 611.272, 626.53, 609.324, 609.3452, 609.3471, 626.556, 626.5563, 626.557, 626.558, 626.5593, 626.89, 629.341, 260B.171, 260B.198, 260B.235, 299C.68, 299F.035, 299F.04, 299F.05, 299F.054, 299F.055, 299F.056, 299F.095, 299F.096

- Data collected under Minn. Stat. § 518B.01 (Domestic Abuse Act) are Confidential until a temporary court order is executed or served on the respondent in the action.
- Audio recordings of 911 calls are Private Data on Individuals with respect to the individual making the call, but a written transcript of the call is Public provided it does not reveal the identity of an individual subject to protection under Minn. Stat. § 13.82, subd. 17 (e.g. undercover law enforcement officer, victim of criminal sexual conduct, other crime victim or witness requesting anonymity).
- Criminal investigative data during an active investigation is confidential or protected nonpublic. Data on inactive investigations, unless the release of the data would jeopardize an ongoing investigation or reveal the identity of an individual subject to protection under Minn. Stat. § 13.82, subd. 17, is public—with the exception of photographs that are clearly offensive to common sensibilities, which are private or nonpublic data, provided the existence of the photographs is disclosed to individuals requesting the inactive investigation file. An investigation is “inactive” when an agency or prosecuting authority decides not to pursue a case, when the statute of limitations (or thirty years after the offense, whichever comes first) expires, or upon the exhaustion of appeal rights of a person convicted on the basis of the investigative data.

- A law enforcement agency can make investigative data public to aid law enforcement, promote public safety, or dispel unrest. Written requests to access data by victims of crimes or alleged crimes must be granted unless the authority reasonably believes that release of data will interfere with an investigation or the request is prompted by a desire by the requester to engage in unlawful behavior.
- Investigations involving reports of child abuse or neglect or maltreatment of a vulnerable adult, either active or inactive, are Private Data on Individuals in cases where the alleged victim is identified. The identity of the reporter of child abuse or neglect is Confidential, unless compelled by law. The identity of the reporter of maltreatment of a vulnerable adult is Private Data on Individuals.
- Data on court records relating to name changes is Confidential during an active investigation and Private Data on Individuals when an investigation is inactive.
- Data that uniquely describes stolen, lost, confiscated, or recovered property are Private Data or Nonpublic Data.
- Data that identifies customers of pawn shops, scrap metal dealers, or secondhand stores are Private Data on Individuals.
- Deliberative process data or data revealing investigative techniques are Confidential.
- Data presented as evidence in court is public.
- Arrest data (including booking photographs), requests for service data, and response or incident data is public. Details of arrest previous to charges being filed by prosecutor are private

21. **Human Rights Data (Confidential/Private)** MN Stat. 13.552, 363A

- Human rights investigative data are Confidential. The name and address of a charging party and respondent, factual basis of the allegations, and the statute under which the action is brought are Private Data on Individuals.

22. **Planning Survey Data (Private/Nonpublic)** MN Stat. 13.59

The following data collected in surveys of individuals conducted by the City for the purpose of planning, development and redevelopment are classified as private or nonpublic:

- names and addresses of individuals, and
- the legal descriptions of property owned by the individuals, and
- the commercial use of the property to the extent disclosure of the use would identify a particular business.

23. **City Attorney Records (Confidential)** MN Stat. 13.393

The use, collection, storage, and dissemination of data by the city attorney is governed by statutes, rules, and professional standards concerning discovery, production of documents, introduction of evidence, and professional responsibility.

- Data which is the subject of attorney-client privilege is Confidential. Data which is the subject of the “work product” privilege is Confidential.

24. **Business Data (Private/Nonpublic)** MN Stat. 13.591

The following data submitted by a business requesting financial assistance, a license, or other benefit are Private or Nonpublic:

- Financial information about the business, including credit reports, financial statements, net worth calculations, business plans, income and expense projections, balance sheets, customer lists, income tax returns, and design, market, and feasibility studies not paid for with public funds. This data becomes public when assistance, a license, or other benefits are granted, except the following, which remain Private or Nonpublic:
- Business plans; income and expense projections not related to the financial assistance provided; customer lists; income tax returns; and design, market, and feasibility studies not paid for with public funds.

25. Municipal Obligation Register Data MN Stat. 475.55 (Private/Nonpublic)

- Information with respect to the ownership of municipal obligations is Private or Nonpublic.

26. Hazardous Materials (Private/Nonpublic) MN Stat. 145.94

- Data relating to exposure to hazardous substances is Private or Nonpublic.

27. Auditing Data (Nonpublic/Protected Nonpublic) MN Stat. 13.392

- Data, notes, and preliminary drafts of audit reports are confidential or protected nonpublic until the final report is published.

28. Salary Benefit Survey Data (Nonpublic) MN Stat. 13.435

- Salary and personnel benefit data purchased from consulting firms is nonpublic.

29. Social Security Numbers (Private) MN Stat. 13.355

- SSNs collected in whole or in part are Private Data On Individuals.

30. Public Employees Retirement Association Data MN Stat. 13.63 (Private)

The home address, date of birth, direct deposit account number, and tax withholding data of individual beneficiaries and survivors of members are Private Data on Individuals.

31. Electronic Payments, Credit Card Numbers, MN Stat. 13.37; 13.6401 Bank Account Numbers (Nonpublic)

Information that would substantially jeopardize the security of information, possessions, or individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury is Private or Nonpublic.

32. Drug and Alcohol Test Results (Private) MN Stat. 181.954; 49 CFR 382.405

With respect to public sector employees and job applicants, the results of drug or alcohol tests are Private Data on Individuals.

33. Data On Rentals (Private/Nonpublic) MN Stat. 13.55

The following data relating to convention rentals are classified as Private and Nonpublic: Letter or other documentation from any person who makes inquiry to or who is contacted by the facility regarding the availability of the facility for staging events, identity of firms and corporations which contact the facility, type of event which they wish to stage in the facility, suggested terms of rentals, and responses of authority staff to these inquiries, exhibitor data. All rental data is Public information when certain conditions are met.

34. **Group Auto Self-Insurance Claims Data** Minn. Stat. § 471.617 (**Private/Nonpublic**)
Claims data, either as to single claims or total claims of an individual, is Private or Nonpublic Data, except that it may be disclosed to authorized personnel of the City in order to administer a health benefit program.
35. **Welfare (Private)** MN Stat. 13.46
Generally, welfare data (except summary data) is Private Data. The welfare data section of the MGDPA, however, has numerous exceptions and special treatment for particular data types and applications. Contact the City attorney for requests involving welfare data.
36. **Benefit Data (Private)** MN Stat. 13.462 Data on individuals seeking information about becoming an applicant for or a recipient of benefits or services provided, or that is or was an applicant or recipient of such benefits or services, under various housing, home ownership, rehabilitation and community action agency, Head Start, and food assistance programs administered by government entities, with the exception of names and addresses, is Private Data.
37. **Safe At Home Participant (Private)** Minn. Stat. § 13.045 Identity and location data on a program participant that are not otherwise classified by law are private data on individuals.
38. **Domestic Abuse Data (Confidential)** Minn. Stat. § 13.80 Data on individuals collected, created, received or maintained by the police department pursuant to the Domestic Abuse Act, section 518B.01, are classified as confidential data, pursuant to section 13.02, subdivision 3, until a temporary court order made pursuant to subdivision 5 or 7 of section 518B.01 is executed or served upon the data subject who is the respondent to the action.
39. **Personal Contact And Online Account Information (Private)** Minn. Stat. § 13.356, Data on an individual collected, maintained, or received for notification purposes or as part of a subscription list for electronic periodic publications as requested by the individual are private data on individuals: (1) telephone number; (2) e-mail address; and (3) Internet user name, password, Internet protocol address, and any other similar data related to the individual's online account or access procedures.

EXHIBIT E
CITY OF CLOQUET DATA PRACTICES ADVISORY
(TENNESSEN WARNING)

Some or all of the information that you are asked to provide on the attached form is classified by state law as either private, nonpublic, confidential or protected nonpublic. Private data is information which generally cannot be given to the public but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is: _____

You are / are not legally required to provide this information.

If you refuse to supply the information, the following may happen: _____

Other persons or entities who are authorized by law to receive this information are:

Your signature on this form indicates that you understand this advisory.

X _____

Signature

**EXHIBIT F CITY OF CLOQUET
CONSENT TO RELEASE PRIVATE DATA**

I, _____, authorize the City of Cloquet ("City") to release the
(print name) following private data about me:

to the following person or people:

The person or people receiving the private data may use it only for the following purpose or purposes:

This authorization is dated _____ and expires on _____.

The expiration cannot exceed one year from the date of the authorization, except in the case of authorizations given in connection with applications for life insurance or non-cancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy.

I agree to give up and waive all claims that I might have against the City, its agents and employees for releasing data pursuant to this request.

Print Name

X _____
Signature

Identification must be verified by driver's license, state ID, passport, or other valid identification.
On this _____ day of _____, _____ personally appeared before me; whose identity I proved on the basis of satisfactory evidence to be the signer of the above instrument, and he/she acknowledged that he/she executed it.

Notary Public

**EXHIBIT G CITY OF CLOQUET
GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT**

1. **AUTHORIZATION.** City of Cloquet (“City”) hereby authorized _____
_____, (“Authorized Party”) access to the following government data:

2. **PURPOSE.** Access to this government data is limited to the objective of creating summary data for the following purposes:

3. **COST.** (Check which applies)

- The Authorized Party is the person who requested the summary data and agrees to bear the City’s cost associated with the preparation of the data which has been determined to be \$_____
- The Authorized Party has been requested by the City to prepare summary data and will be paid a reasonable fee.

4. **SECURITY.** The Authorized Party agrees that it and any employees or agents under its control must protect the privacy interest of individual data subjects in accordance with the terms of this Agreement.

The Authorized Party agrees to remove all unique personal identifiers which could be used to identify any individual from data classified by state or federal law as non-public which is obtained from City records and incorporated into reports, summaries, compilations, articles or any document or series of documents. Data contained in files, records, or other storage media maintained by the City are the City’s property and are not to leave the City’s custody. The Authorized Party agrees not to make reproductions of any data or to remove any data from the site where it is provided, if the data can in any way identify an individual.

No data which are not public and which are irrelevant to the purpose state above will ever be disclosed or communicated to anyone by any means.

The Authorized Party warrants that the following named individual(s) will be the only person(s) to participate in the collection of the data described above: _____

5. **LIABILITY FOR DISCLOSURE.** The Authorized Party is liable for any unlawful use or disclosure of government data collection, used and maintained in the exercise of this Agreement and classified as not public under state or federal law. The Authorized Party understands that it may be subject to civil or criminal penalties under those laws.

The Authorized Party agrees to defend, indemnify, and hold the city, its officers and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorneys’ fees, resulting directly or indirectly from an act or omission of the Authorized Party, its agents, employees or assignees under this agreement and against all loss by reason of the Authorized Party’s failure to fully perform in any respect all obligations under this Agreement.

6. INSURANCE. In order to protect itself as well as the City, the Authorized Party agrees at all times during the term of the Agreement to maintain insurance covering the Authorized Party's activities under this Agreement. The insurance will cover \$1,000,000 per claimant for personal injuries and/or damages and \$1,000,000 per occurrence. The policy must cover the indemnification obligation specified above.

7. ACCESS PERIOD. The Authorized Party may have access to the information described above from

_____ to _____

8. SUMMARY DATA RESULTS. (Check which applies):

- If the Authorized Party is the requester, a copy of all reports, summaries, compilations, articles, publications or any document or series of documents which are created from the information provided under this Agreement must be made available to the city in its entirety.

- If the Authorized Party is a contractor of the City, all copies of reports, summaries, compilations, articles, publication or any document or series of documents which are created from the information provided under this Agreement must be provided to the City. The Authorized Party may retain one copy for its own records but may not disclose it without City permission, except in defense of claims brought against it.

AUTHORIZED PARTY: _____

By: _____

Date: _____

Title (If Applicable): _____

CITY OF CLOQUET

By: _____

Date: _____

City Administrator

**EXHIBIT H CITY OF CLOQUET
NOTICE TO PERSONS UNDER AGE OF 18**

Some of the information you are asked to provide is classified as private under state law. You have the right to request that some of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

- Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect you from physical or emotional harm,
- Whether there is reasonable grounds to support your reasons, and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

NOTICE GIVEN TO: _____

Date: _____

BY: _____

(Title)

Request to Withhold Information

Be withheld from: _____

For these reasons: _____

I have received and reviewed this notice:

Date of Birth: _____

Print Name

Signature

EXHIBIT I
SAMPLE CONTRACT PROVISION DATA PRACTICES ACT


Data Practices Compliance. Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City, its elected officials and employees, from any claim, liability, damage or loss asserted against the City, its elected officials and employees, as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City.



ADMINISTRATIVE OFFICES

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Brian Fritsinger, City Administrator 
Date: September 1, 2015

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.**

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. The City Council briefly reviewed this at its August meeting and tabled action to allow the City Attorney to continue to with negotiations related to Section 2.10. The City and Mediacom have subsequently reached agreement on this Section as identified below.

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 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 – Section 2.10 addressing drops to public buildings has been amended and split into two sections. Section 2.10 has been amended to eliminate those locations which have already received the drops and those that were unlikely to have been used as designed for live programming feeds. As a result, there are seven (7) buildings that will still receive drops. A new section, 2.11, has been created to allow for the possibility of future drops at other public buildings. Under this section, the public agency seeking the drop may be required to pay for all or a percentage of the cost of the work. 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 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 Non-exclusive 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 Previously Committed. In prior franchise agreements with the City the Grantee agreed to 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 which work has not been completed and which work Grantee now agrees to promptly install:

- 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 Recreation Center (Northwoods Arena) (1102 Olympic Drive, Cloquet, MN 55720)
- Cloquet Public Library (320 14th Street, 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)
- Cloquet Public Safety Building (508 Cloquet Avenue, Cloquet, MN. 55720)

In addition, it is understood that the institutions listed above shall be provided return video capability, a digital converter box to facilitate, including audio for local access to the 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) and Garfield School locations. Grantee shall have one (1) year from the date of the approval of the franchise by the City Council to complete construction of the Drops and outlets listed above.

2.11) Additional Drops to Public Buildings. In addition to the drops specifically delineated above, Grantee further agrees to provide at a minimum installation of one (1) cable Drop, one (1) cable outlet and monthly Basic Cable Service without charge to such other public or educational institutions located within two hundred and fifty (250) feet of the System which the City may designate. It is anticipated by the parties that all additional drops will be two-way drops such that they will have local access television transmission capability from the drop site.

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.

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: _____
Its: City Administrator

By: _____
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: _____

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

RESOLUTION NO. 15-76

**RESOLUTION AUTHORIZING PUBLICATION OF A SUMMARY OF 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.**

WHEREAS, The City Council of the City of Cloquet has duly adopted Ordinance No. 451A, Amending City Code 11.8 Renewing the Contract of a Franchise Agreement to Mediacom Minnesota, LLC., Replacing Ordinance No.'s 223A and 389A.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, Hereby authorizes the publication of a summary of Ordinance No. 450A; and

BE IT FURTHER RESOLVED, That a copy of Ordinance No. 451A shall be available for public viewing online at www.ci.cloquet.mn.us, at City Hall and at the Cloquet Public Library for a period of not less than thirty (30) days from the date of publication; and

BE IT FINALLY RESOLVED, That the summary published in the official newspaper shall be in the following form:

SUMMARY DESCRIPTION

**NOTICE OF SUMMARY
PUBLICATION OF ORDINANCES**

On September 15, 2015, at its regular meeting, the Cloquet City Council adopted Ordinance No. 451A, a 23 page ordinance which authorizes the City to grant one or more non-exclusive cable television franchises to construct, operate, maintain, and reconstruct cable television systems within the City limits. This Ordinance would renew the Franchise for cable television service with Mediacom Minnesota, LLC.

The specific title of the ordinance is **“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." The full ordinance is available to the public for inspection online at www.ci.cloquet.mn.us, or during regular office hours at the Cloquet Public Library or at Cloquet City Hall.

CITY OF CLOQUET

By: Dave Hallback
Its Mayor

ATTEST:

Brian Fritsinger
Its City Administrator

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15ST DAY OF SEPTEMBER, 2015.

Dave Hallback, Mayor

ATTEST:

Brian Fritsinger, City Administrator



Community Development Department
1307 Cloquet Avenue • Cloquet MN 55720
Phone: 218-879-2507 • Fax: 218-879-6555

To: Mayor and Cloquet City Council
From: Holly Butcher, Community Development Director
Reviewed by: Brian Fritsinger, City Administrator
Date: September 4, 2015



ITEM DESCRIPTION: Tax Increment Financing (TIF) Application Fee Increase

Requested Action

Staff recommends the City Council move to approve an amendment to the City's Tax Increment (TIF) Policy to increase the application fee from \$5,000 to \$10,000.

Background/Overview

In 2011, the EDA revamped all of their economic development policies and drafted new applications in an effort to be well poised for business prospects. At the time of 2011 approval, adopted application fees were:

- \$250 Economic Development Loan Application
- \$2,500 Tax Abatement Application
- \$5,000 Tax Increment Financing Application
- \$5,000 Private Revenue Activity Bond Financing Application

Staff anticipates continued TIF applications to the EDA into the future. In examining the TIF fee specifically, a gap exists in the fees charged versus the actual costs incurred to create the TIF Districts. The current fee of \$5,000 has been routinely insufficient in covering actual TIF District creation charges. After project completion, applicants have been billed the remainder of the costs. A general summary of TIF District preparation costs (Financial Advisor and Legal consultants) for the following projects are:

- \$15,000 14th Street Apartments Phase II (2012)
- \$10,000 Daqota Systems (2011)
- \$12,000 Oak Street Apartments (2006)

Policy Objectives

The City should set accurate application rates to offset the need for post-project staff time into project cost collections. TIF applicants will still be required to pay all costs above \$10,000 that are required to establish a TIF District within the City.

Financial/Budget/Grant Considerations

The financial impacts of this change will be the upfront financial burden of customers applying to the City for Tax Increment Financing (TIF).

To Mayor and Council
TIF Application Fee Increase
September 4, 2015
Page 2

Advisory Committee/Commission Action

On September 2nd the Cloquet Economic Development Authority recommended approval to the City Council of increasing the City's TIF Application from \$5,000 to \$10,000.

Supporting Documents Attached


- None



DEPARTMENT OF PUBLIC WORKS

1307 Cloquet Avenue; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer – Engineering - Park
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: City Council
From: Caleb Peterson, Assistant Engineer
Reviewed By: Brian Fritsinger, City Administrator 
Date: September 3, 2015

ITEM DESCRIPTION: Purchase of Hockey Boards for Pinehurst Park.

Proposed Action

Staff recommends that the City Council move to authorize the purchase of a ProWall ICE Rink System from Sport Resource Group in the amount of \$29,670.

Background/Overview

As part of the planned improvements at Pinehurst Park, the existing parking lots will be reconfigured into one paved lot. With the gravel lot removed, it was necessary to identify a new hockey board system in order to preserve what is one the City’s most popular outdoor rinks. During design, two surface mounted board systems were identified as possible options.

The first is a stand-alone rink made of molded polyethylene which is manufactured by Sport Resource Group out of Minneapolis, MN. The second option is a more traditional galvanized steel frame with fiberglass dasher boards and is supplied by Becker Area Products of Savage, MN. Both systems are free standing and intended to be frozen in place rather than anchored.

Quotations were solicited from each company as follows:

SRG – ProWall ICE System	\$29,670.00
Becker Products – Steel Frame Dasher System	\$54,755.66

Staff has contacted other Minnesota Cities which have purchased the ProWall System and all expressed satisfaction with the durability. We have also received very positive feedback regarding the ease of set up and tear down of the resin boards.

Given the positive feedback from current users, Staff is recommending purchase of the ProWall ICE System from Sport Resource Group.

Policy Objectives

Policy 1.3 – Improvements to parks shall follow a process that engages park users, stakeholders, and neighbors to ensure changes are aligned with community needs and interests.

Policy 2.5 – All park resources shall be maintained in a way that ensures they are safe and attractive.

Financial/Budget/Grant Considerations

The purchase of the new board system will be funded using sales tax revenues as part of the Pinehurst Park Improvements.

Advisory Committee/Commission Action

At their last meeting the Park Commission reviewed and recommend approval of the proposed purchase.

Supporting Documents Attached

- Informational Brochure
- Sport Resource Group Quotation

SRG

ProWall™ Ice

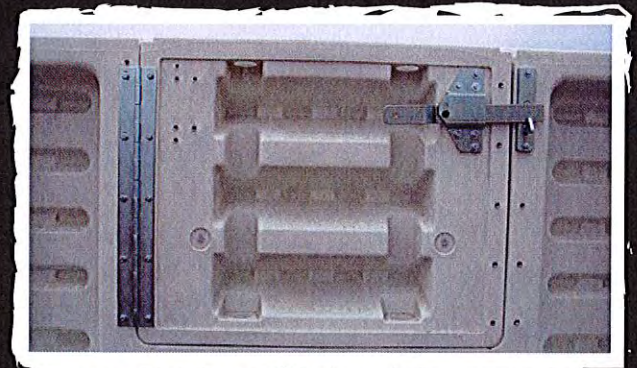
SportResourceGroup

Introducing...

ProWall™ - Ice Dasherboards - the permanent or portable alternative to outdoor wood ice hockey dasherboards. After seeing other outdoor plastic rinks fail when using a low linear density polyethylene (LLDPE) in below-freezing temperatures, ProWall-Ice was developed using a special ExxonMobil crosslinkable rotational molding resin named Paxon 7000. Slightly whiter in color than traditional resins, the ProWall-Ice panels should be specified when playing temps will routinely fall below 32 degrees F (0 degrees C). Paxon 7000 resins were designed where superior toughness, thermal impact and notch failure resistance are needed.

Advantages

- Tougher and more durable than existing plastic hockey dasherboard products
- Assemble and install a full rink in less than one day
- Maintenance-free and no painting – ever!
- Three anchoring options – portable, semi-permanent or permanent
- “No-tool” connection mechanism
- Radius corners ranging from 42" radius up to 20 ft radius
- 50 connection points per 8 ft Straight Panel for added strength
- 34" x 96" advertising area
- 8" x 1/2" bumped out kickplate
- Upper containment materials include netting, chainlink fencing or acrylic
- Fill and drain holes in Portable Bracing Panels for easy anchoring
- 2 ft, 4 ft and 8 ft panels for maximum versatility
- Stacking features on 8 ft Straight panels for safe storage and transport
- Real hockey gate hardware
- Adjustable left- and right-swing gates



Call Us Now! 1-888-808-RINK

2751 Hennepin Ave. S, Suite 279, Minneapolis, MN 55405 • www.sportresourcegroup.com • chris@sportresourcegroup.com • 612-584-3030

September 8, 2015

Quotation

Les Peterson
City of Cloquet
410 Armory Road
Cloquet, MN

Phone: (218) 879-7762
Email: LPeterson@ci.cloquet.mn.us

Dear Les,

Thank you for taking the time to meet with us in person earlier this week and thank you for your interest in Sport Resource Group and for the opportunity to submit a quote for your **ProWall ICE® Rink System**. The rink is proposed to be **one stand-alone rink**, measuring 124'-0" x 74'-0" (inside playing dimensions). This project is to be an **outdoor rink with portable anchoring** and will be used for ice hockey and more.

PROWALL PRODUCT

- All panels are 42" high and 8" wide. (Due to minimal expansion and contraction of medium density polyethylene, all sizes are approximate) + 1/2" "kickplate".
- All panels are rotationally molded of UV stabilized SURPASS polyethylene – **Natural Color unless specified below**
- All panels are securely joined with our patented "No Tool" assembly

ITEM 1 – 124'-0" X 74'-0" RINK MATERIALS INCLUDED:

- 23 each 8' Straight Panels
- 20 each 2' Portable Bracing Panels
- 16 each 20' Radius Corner Panels (4 per corner)
- ONE Pair 2-38" OD Steel Tournament Style Hockey Goals – see next page for description
- 98 linear feet of 78" high mesh netting above one (1) end for 120" total height. Includes all steel posts, hardware, screws, netting clips and netting
- Includes one 12 ft opening on one sideline with no filler panels to fill in this gap

STAND-ALONE SYSTEM TO SUPPLY ONLY	\$ 29,220.00 US FUNDS
FREIGHT	\$ 450.00 US FUNDS
TOTAL	\$ 29,670.00 US FUNDS + TAX

_____ Accept _____ Decline

Notes:


- Price above is supply only; installation NOT included
- All concrete or asphalt work to be done by others (if applicable)

ITEMS NOT INCLUDED IN BASE BID

- 8' Gate/Door Panels (Door panels include a 36" door)
- Unloading of truck
- Permit fees (if applicable)
- All taxes
- Installation or supervision of installation



REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James R. Prusak, Director of Public Works
Reviewed by: Brian Fritsinger, City Administrator 
Date: September 8, 2015

ITEM DESCRIPTION: West Taylor Avenue Paving Project Award

Proposed Action

Staff recommends the City Council move to accept the proposal from Sinnott Blacktop, LLC., to complete the paving of West Taylor Avenue in the amount of \$68,131.50.

Background/Overview/Feasibility

On April 1, 2013, the City Administrator's Office received a petition signed by 10 individuals requesting the paving of West Taylor Avenue, from South Oak Street, west approximately 1,300 feet. This existing roadway was originally dedicated and graded as part of the Carson Michael Subdivision Plat in 2005.

A public hearing on the proposed improvement was held before the City Council on May 5, 2015. At the conclusion of the hearing, a resolution was passed ordering the improvement and directing the City Engineer to move forward with the project.

Due to the estimated cost to complete the final paving, in accordance with the City's Purchasing Policy, written price quotations were solicited rather than sealed bids. Four proposals were received as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Sinnott Blacktop, LLC	\$68,131.50
Kiminski Paving, Inc.	\$71,312.00
Ulland Brothers, Inc.	\$75,415.90
KTM Companies	\$85,016.45
Engineer's Estimate	\$74,357.50

To Mayor and Council
West Taylor Avenue Paving Award
September 8, 2015
Page 2

Policy Objectives

To advance proposed Capital Improvement Projects in accordance with State law and City Policy.

Financial Impacts/Budget/Grant Considerations

The approved 2015 CIP and budget include an estimated cost for this project of \$130,000. The majority of the initial roadway grading was completed by the original developer and Public Works staff. Written quotations were obtained to complete the final grading and paving at a cost of just over \$68,000 and the majority of this cost would be recovered through special assessments.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Tabulation of Paving Quotations

WEST TAYLOR AVENUE PAVING

City of Cloquet
City Project 1030

Paving Quotation Tabulation

BID LETTING DATE: Tuesday, September 8, 2015

BID TABULATION SUMMARY

City of Cloquet, Minnesota

Bidder

Sinnott Blacktop LLC
Kiminski Paving, Inc
Ulland Brothers, Inc.
KTM Companies
Engineer's Estimate

Total Bids

\$ 68,131.50
71,312.00
75,415.90
85,016.45
\$ 74,357.50

<u>CONTRACT ITEM</u>	<u>UNIT</u>	<u>QUANT.</u>	<u>ENGINEERS ESTIMATE</u>		<u>Sinnott Blacktop LLC</u>		<u>Kiminski Paving, Inc</u>		<u>Ulland Brothers, Inc.</u>		<u>KTM Companies</u>	
			<u>BID</u>	<u>AMOUNT</u>	<u>BID</u>	<u>AMOUNT</u>	<u>BID</u>	<u>AMOUNT</u>	<u>BID</u>	<u>AMOUNT</u>	<u>BID</u>	<u>AMOUNT</u>
MOBILIZATION	LUMP SUM	1.00	\$10,000.00	\$ 10,000.00	\$1,200.00	\$ 1,200.00	\$2,200.00	\$ 2,200.00	\$ 7,000.00	\$ 7,000.00	\$3,092.74	\$ 3,092.74
REMOVE BITUMINOUS PAVEMENT	SQ. YD.	150	2.50	375.00	0.50	75.00	10.00	1,500.00	22.25	3,337.50	18.07	2,710.50
SAWCUT BITUMINOUS PAVEMENT	LIN. FT.	201	2.50	502.50	1.50	301.50	2.00	402.00	4.40	884.40	2.22	446.22
MOTOR GRADER	HOUR	8	175.00	1,400.00	170.00	1,360.00	125.00	1,000.00	310.00	2,480.00	206.77	1,654.16
TAMPING ROLLER	HOUR	8	80.00	640.00	90.00	720.00	100.00	800.00	300.00	2,400.00	199.35	1,594.80
BITUMINOUS MATERIAL FOR TACK COAT	GALLON	180	3.00	540.00	6.00	1,080.00	5.00	900.00	3.55	639.00	9.75	1,755.00
TYPE SP12.5 WEARING COURSE MIXTURE (3,C)	TON	730	80.00	58,400.00	86.50	63,145.00	87.00	63,510.00	80.00	58,400.00	100.35	73,255.50
TRAFFIC CONTROL	LUMP SUM	1	2500.00	2,500.00	250.00	250.00	1,000.00	1,000.00	275.00	275.00	507.53	507.53
				\$ 74,357.50		\$ 68,131.50		\$ 71,312.00		\$75,415.90		\$85,016.45
			<u>ENGINEERS ESTIMATE</u>		<u>Sinnott Blacktop LLC</u>		<u>Kiminski Paving, Inc</u>		<u>Ulland Brothers, Inc.</u>		<u>KTM Companies</u>	



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: James R. Prusak, Director of Public Works
Reviewed by: Brian Fritsinger, City Administrator
Date: September 9, 2015

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

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 15-75, A RESOLUTION AWARDING THE HARRIS TANK DECHLORINATION BUILDING CONSTRUCTION BID.**

Background/Overview

In addition to using ten to twelve (10-12) million gallons of water per day from the Lake Superior Waterline, the Sappi mill also draws another four to five (4-5) 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 drops 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. This building and facility would be constructed, owned and operated by the Cloquet Water Utility and paid for by Sappi.

Sappi contracted with a design consultant to complete construction plans for this facility and on August 18, 2015 the City Council authorized the advertisement for bids. Bids were opened on September 9th and four (4) bids were received as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Rice Lake Construction Group	\$174,300.00
Stack Brothers Mechanical Contractors	\$198,000.00
Lakehead Constructions, Inc.	\$220,663.00
Ray Riihiluoma, Inc.	\$242,000.00

To the Mayor and Council
Dechlorination Building Bid Award
September 9, 2015
Page 2

Policy Objectives

To complete approved improvements in accordance with State Statutes and City Policy.

Financial/Budget/Grant Considerations

This facility will be constructed, owned and maintained by the City of Cloquet and all costs associated with its construction, operation and maintenance will be built into the monthly water rates charged by Cloquet to Sappi.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Resolution No. 15-75

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

RESOLUTION NO. 15-75

**A RESOLUTION AWARDING THE
HARRIS TANK DECHLORINATION BUILDING CONSTRUCTION BID**

WHEREAS, to meet certain water appropriation permit requires by the Minnesota Department of Natural Resources (DNR) regarding the operation of Cloquet's Lake Superior Waterline, a dechlorination building is proposed to be built at the Harris Reservoir site; and

WHEREAS, Sappi Fine Paper (Sappi) contracted to prepare construction plans for this facility; and

WHEREAS, Sappi has requested the City of Cloquet construct, operate and maintain this facility as part of Cloquet's Lake Superior Waterline operations; and

WHEREAS, Sappi has agreed to pay for the cost of constructing, operating and maintaining this facility through the monthly water rates charged by Cloquet to Sappi; and

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

<u>Bidder</u>	<u>Bid Amount</u>
Rice Lake Construction Group	\$174,300.00
Stack Brothers Mechanical Contractors	\$198,000.00
Lakehead Constructions, Inc.	\$220,663.00
Ray Riihiluoma, Inc.	\$242,000.00

AND WHEREAS, The apparent low bid from Rice Lake Construction Group was found to meet the minimum bid requirements.

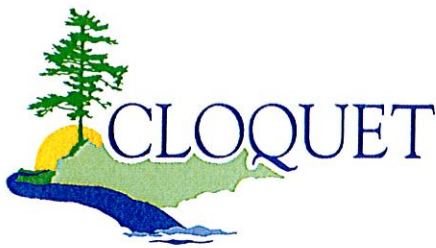
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the bid from Rice Lake Construction Group in the amount of \$174,300.00 is hereby accepted, with the condition that the City Administrator can come to agreement with Sappi as to how the project costs will be recovered, prior to the final award of a contract for construction.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 15th DAY OF SEPTEMBER, 2015.**

ATTEST:

Dave Hallback, Mayor

Brian Fritsinger, City Administrator



DEPARTMENT OF PUBLIC WORKS

1307 Cloquet Avenue; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street – Water – Sewer - Engineering
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: September 14, 2015

ITEM DESCRIPTION: Purchase of Washed Sand Supply for Winter Maintenance by the Public Works Department.

Proposed Action

Staff recommends the City Council move to accept the quote from Omar’s Sand and Gravel for the washed sand supply.

Background/Overview

Each year the Public Works Department receives written quotations for the purchase of washed sand that is used for ice control over the winter maintenance season. It is anticipated that approximately 1,500 cubic yards of sand and 550 tons of highway deicing salt will be needed. This year we will again be obtaining our salt through a Mn/DOT purchase contract at a price of \$65.22 per ton, which is \$1.34 per ton more than last year.

As in past years, written quotations were obtained from local suppliers to furnish our washed sand as follows:

<u>Per Cubic Yard</u>	<u>Omar’s Sand</u>	<u>Ulland Brothers</u>	<u>Last Year</u>
Washed Sand Material	\$ 5.50	\$ 7.70	\$ 5.50
Delivery to Garage	<u>8.99</u>	<u>8.50</u>	<u>9.25</u>
Total	\$14.49	\$16.20	\$14.75

NOTE: Above unit prices are per cubic yard of material.

Policy Objectives

To obtain competitive prices from suppliers for required maintenance materials.

Financial/Budget/Grant Considerations

At 1,500 cubic yards of washed sand, the total cost for this material will be approximately \$21,735. These monies are included in the City’s current adopted budget.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Written price quotations.



DEPARTMENT OF PUBLIC WORKS

1307 Cloquet Avenue; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer - Engineering
www.ci.cloquet.mn.us

August 25, 2015

REQUEST FOR QUOTATION

The City of Cloquet requests quotations on approximately 1500 Cubic Yards (LV) of washed sand to be furnished and delivered to the Public Works Garage at 410 Armory Road. Gradation for above material must meet the following gradation specification:

Table with 2 columns: Sieve Size, % Passing. Row 1: 3/8", 100. Row 2: No. 40, 0-50.

Table with 3 columns: Description, Unit Price, Total. Includes rows for 1500 Cu. Yds. Washed Sand, Plus 7.875% MN Sales Tax, Truck Delivery, and TOTAL BID.

Omar's Sand & Gravel, Inc.
Name of Company

2067 County Rd 61
Address

Carlton, MN 55718
City/State/Zip

Andrew Omar
Authorized Signature

9-10-15
Date

Phone 218-384-3981

Quotations must be returned by Friday, September 11, 2015

REQUEST FOR WASH SAND QUOTATION