

COMMITTEE 2

BY COUNCILOR RUSS (PLANNING AND ECONOMIC DEVELOPMENT)

14-0054R - RESOLUTION OF INTENT TO SELL OR CONVEY CERTAIN PROPERTY IN THE SPIRIT VALLEY NEIGHBORHOOD.

COMMITTEE 3

BY COUNCILOR FILIPOVICH (PUBLIC WORKS & UTILITIES)

14-0044R - RESOLUTION AMENDING CONTRACT 21698 WITH MSA PROFESSIONAL SERVICES, INC. FOR CONSTRUCTION AND INSPECTION FOR FLOOD 2012 VARIOUS LOCATIONS TO INCREASE THE AMOUNT BY \$31,052 FOR A NEW TOTAL OF \$281,052.

BY COUNCILOR FOSLE (PUBLIC SAFETY)

14-0026R - RESOLUTION AUTHORIZING AGREEMENT WITH ST. LOUIS COUNTY TO PERFORM POLICE SERVICES PURSUANT TO OPERATION STONEGARDEN AND ACCEPTING REIMBURSEMENT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY, HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION, THROUGH ST. LOUIS COUNTY IN AN AMOUNT NOT TO EXCEED \$40,628.32.

14-0048R - RESOLUTION AUTHORIZING PROPER CITY OFFICIALS TO ACCEPT A GRANT FROM THE DULUTH SUPERIOR AREA COMMUNITY FOUNDATION IN THE TOTAL AMOUNT OF \$24,000 FOR THE PURPOSE OF SUPPORTING THE CITY OF DULUTH POLICE DEPARTMENT MOUNTED PATROL.

14-0055R - RESOLUTION AUTHORIZING THE CITY OF DULUTH POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH ST. LOUIS COUNTY TO SHARE THE COST OF A PUBLIC SAFETY GRANT COORDINATOR AND ACCEPTING REIMBURSEMENT FROM THE COUNTY IN THE AMOUNT OF 17,293.75 FOR THE YEAR 2014.

END OF CONSENT AGENDA

- - -

The following entitled resolutions are also for consideration at this meeting:

COMMITTEE 1

BY COUNCILOR JULSRUD (FINANCE)

14-0049R - RESOLUTION AUTHORIZING AN AGREEMENT WITH DULUTH SISTER CITIES INTERNATIONAL, INC., IN THE AMOUNT OF \$30,000.

14-0058R - RESOLUTION APPROVING BUDGET AND COST SHARING FORMULA OF MINNEAPOLIS-DULUTH/SUPERIOR AND PASSENGER RAIL ALLIANCE AND AUTHORIZING PAYMENT OF CITY'S COST SHARE OF \$12,500.

BY COUNCILOR HANSON (PURCHASING AND LICENSING)

14-0056R - RESOLUTION AUTHORIZING A CONTRACT WITH SUIT, LLC, FOR OFFICE SPACE LAYOUT, DESIGN AND COORDINATION SERVICES FOR AN AMOUNT NOT TO EXCEED \$45,000.

COMMITTEE 1

BY COUNCILOR GARDNER (PERSONNEL)

14-0059R - RESOLUTION ESTABLISHING A PROCEDURE FOR SELECTING A CANDIDATE TO FILL THE VACANCY OF THE SECOND DISTRICT COUNCIL SEAT OF PATRICK BOYLE.

COMMITTEE 2

BY COUNCILOR RUSS (PLANNING & ECONOMIC DEVELOPMENT)

14-0057R - RESOLUTION GRANTING AN INTERIM USE PERMIT FOR ADAPTIVE REUSE OF A LOCAL HISTORIC LANDMARK AT 819 NORTH 18TH AVENUE EAST (STACEY DIMBERIO).

COMMITTEE 3

BY COUNCILOR FILIPOVICH (PUBLIC WORKS & UTILITIES)

14-0016R - RESOLUTION AUTHORIZING APPLICATION TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FOR WATER STREET FROM 21ST TO 23RD AVENUES EAST.

14-0047R - RESOLUTION AMENDING RESOLUTION 13-0593, ADOPTING LICENSE, PERMIT, FINE, PENALTY AND OTHER CHARGES FOR 2014, TO AMEND THE MISCELLANEOUS PERMIT - OCCUPY OR OBSTRUCT STREET OR SIDEWALK - BASE FEES PER DAY PER SQUARE FOOT OF AREA.

14-0052R - RESOLUTION AUTHORIZING THE 2012 ROAD AND BRIDGE DISASTER RELIEF BOND GRANT 03787 AND ACCEPTING A GRANT FROM THE MINNESOTA STATE TRANSPORTATION FUND FOR ENGINEERING AND CONSTRUCTION OF BRIDGE NO. 88547 LOCATED BELOW THE DULUTH ARMORY BUILDING IN THE AMOUNT OF \$319,537.20.

BY COUNCILOR LARSON (RECREATION, LIBRARIES, & AUTHORITIES)

14-0053R - RESOLUTION AUTHORIZING JOINT POWERS AGREEMENT WITH THE STATE OF MINNESOTA IN AN AMOUNT NOT TO EXCEED \$5,000 FOR THE REMOVAL AND PROPER DISPOSAL OF SUSPECTED EMERALD ASH BORER INFESTED ASH TREES.

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INTRODUCTION AND CONSIDERATION OF ORDINANCES

The following entitled ordinances are to be read for the first time:

COMMITTEE 3

BY COUNCILOR FILIPOVICH (PUBLIC WORKS & UTILITIES)

14-006-O - AN ORDINANCE AUTHORIZING PAYING FOR GAS SERVICE EXTENSIONS WITH TWO-TIER RATE, AMENDING SECTION 48-214 OF THE DULUTH CITY CODE, 1959, AS AMENDED.

BY COUNCILOR FOSLE (PUBLIC SAFETY)

14-005-O - AN ORDINANCE AMENDING SECTION 24-37 OF THE DULUTH CITY CODE, 1959, AS AMENDED, REGARDING ABATEMENT OF NUISANCES OR HEALTH HAZARDS.

The following entitled ordinances are to be read for the second time:

COMMITTEE 1

BY COUNCILOR JULSRUD (FINANCE)

14-002-O - AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$5,745,000 GENERAL OBLIGATION REVENUE BONDS OF THE CITY OF DULUTH FOR THE IMPROVEMENT OF THE MUNICIPAL WATER UTILITY UPON TERMS AND CONDITIONS TO BE PROVIDED BY RESOLUTION OF THE CITY COUNCIL AND PLEDGING REVENUES FOR THE PAYMENT THEREOF.

14-004-O - AN ORDINANCE TO AMEND THE BUDGET OF THE CITY OF DULUTH FOR YEAR 2013 BY INCREASING THE BUDGET AND APPROPRIATING MONIES FOR THE PAYMENT OF SUCH INCREASE AND REDISTRIBUTING APPROVED 2013 APPROPRIATION.

COMMITTEE 2

BY COUNCILOR RUSS (PLANNING & ECONOMIC DEVELOPMENT)

14-003-O - AN ORDINANCE DESIGNATING THE FORMER CHESTER PARK UNITED METHODIST CHURCH, 819 NORTH 18TH AVENUE EAST, AS A DULUTH HERITAGE PRESERVATION LANDMARK.

COMMITTEE 3

BY COUNCILOR FILIPOVICH (PUBLIC WORKS & UTILITIES)

14-001-O - AN ORDINANCE CHANGING MONTHS FOR SPRINKLING CREDIT TO MAY THROUGH SEPTEMBER, AMENDING SECTION 43-9 OF THE DULUTH CITY CODE, 1959, AS AMENDED.

- - -

COUNCILOR QUESTIONS AND COMMENTS

- - -

COUNCILOR PREVIEW OF UPCOMING BUSINESS

- - -

FINANCE COMMITTEE

14-0050R

RESOLUTION AUTHORIZING AN AGREEMENT WITH HISTORIC UNION
DEPOT, INC., IN THE AMOUNT OF \$176,800.

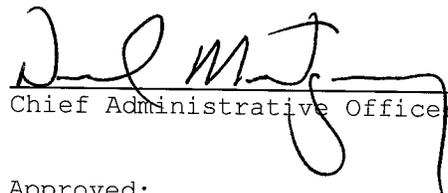
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement substantially in the form on file in the office of the city clerk as Public Document No. _____, with the Historic Union Depot, Inc. (Depot), in an amount no to exceed \$176,800, payable from Fund 258, Agency 030, Account 5436-03 (Tourism Taxes, Finance, Tourism Tax Allocation Historic Union Depot).

Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

FIN WP:le 01/13/2014

PURPOSE: This resolution authorizes an agreement with the Depot for 2014 in order to support the historic, artistic and promotional activities of the Depot.

AGREEMENT

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the CITY OF DULUTH, a municipal corporation in St. Louis County, Minnesota, hereinafter referred to as the "City", and the HISTORIC UNION DEPOT, INC., hereinafter referred to as the "Provider".

WHEREAS, by various legislation the City has provided for the imposition of taxes on certain hotel/motel accommodations and certain food and beverage transactions (Food and Beverage Tax) and provided that certain of the proceeds of said Food and Beverage Tax collected are to be placed in Fund 258 and related funds and accounts to be expended by the City for advertising and promoting the City of Duluth as a tourist and convention center; and

WHEREAS, the City recognizes that programs, exhibits, and events that take place at the historic railroad depot building (Depot) promote the City of Duluth as a tourism and convention center and add to the quality of life for visitors and residents alike, and make a significant contribution to artistic development; and

WHEREAS, the City desires to enter into a contract with Provider pursuant to which the Provider will furnish special, skilled services in connection with the promotion of the history and arts in Duluth and St. Louis County; and

NOW, THEREFORE, it is hereby mutually agreed by and between the parties to this Agreement as follows:

1. Notwithstanding the date of execution of this Agreement, the services set forth in Paragraph 2 below shall be furnished by Provider commencing January 1, 2014 through December 31, 2014, inclusive.
2. Provider shall furnish to the City its special skilled services in connection with the promotion of the history and arts in Duluth and St. Louis County, and maintaining exhibits that build community unity of residents and attract non-resident visitors. The services include marketing services and providing shared general administrative services that promote the functions of the St. Louis Heritage and Arts Center, as described above.
3. City will provide to the Provider in 2014 an amount not to exceed \$176,800.00, in the following manner: twelve (12) monthly payments of \$14,733.33 on approximately the 25th of

each month, commencing February 2014 and continuing for twelve (12) consecutive months, payable from Fund 258, Agency 030, Acct. 5436-03. It is understood and agreed that the City shall be obligated to provide payment to Provider only to the extent that sufficient taxes are derived from the Food and Beverage Tax, which are designated by the City Council to be placed in Fund 258 and related funds and accounts. In the event that insufficient taxes are derived from the Food and Beverage Tax, the City shall have the right in its sole and unfettered discretion to reduce or eliminate the funding available to the Provider under this Agreement or to terminate or otherwise modify this Agreement.

4. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or the City or of constituting Provider as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Provider shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Provider while so engaged and any and all claims whatsoever on behalf of Provider arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, its officers, agents, contractors or employees shall in no way be the responsibility of the City. Provider and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, the City shall, in no way, be responsible to defend, indemnify or save harmless Provider from liability or judgments arising out of Provider's intentional or negligent acts or omissions while performing the work specified by this Agreement.

5. By February 1, 2014, the Provider shall furnish to the City Auditor a budget for 2014. The Provider shall also give the City Auditor an income and expense report for the previous quarter and year-to-date. Such reports are due April 15, July 15, October 15, 2014, and January 15, 2015, and shall be in a format acceptable to the City Auditor.

6. City retains all its powers to determine how the public monies shall be used, and it may require reasonable changes in the marketing plan, work program outline, or use of the money, based upon circumstances. City may cancel this Agreement by giving 90 days written notice to Provider.

7. By June 15, 2015, Provider shall submit to the City Auditor a financial audit in standard form, prepared by an independent qualified auditor, covering the period January 1, 2014 to December 31, 2014.

8. Provider shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever without the prior written consent of the City's Administrative Assistant.

9. Provider agrees to comply in all respects with all federal, state and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter promulgated pertaining to unlawful discrimination.

10. Provider agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, City of Duluth, and its respective agencies which are applicable to its activities under this Agreement.

11. Notice to City or Provider provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

CITY: City of Duluth
402 City Hall
411 W. 1st Street
Duluth, MN 55802

PROVIDER: Historic Union Depot, Inc.
506 West Michigan Street
Duluth, MN 55802

12. This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

14. Any waiver by any party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision

15. This Agreement constitutes the entire Agreement between the City and Provider and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY OF DULUTH

HISTORIC UNION DEPOT, INC.

By _____
Mayor

By _____
Its Executive Director

Attest:

City Clerk

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

FINANCE COMMITTEE

14-0051R

RESOLUTION AUTHORIZING AN AGREEMENT WITH GREAT LAKES
AQUARIUM, IN THE AMOUNT OF \$350,000.

CITY PROPOSAL:

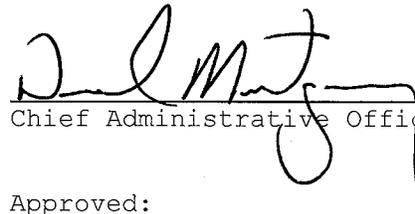
RESOLVED, that the proper city officials are hereby authorized to enter into an agreement substantially in the form on file in the office of the city clerk as Public Document No. _____, with the Lake Superior Center dba Great Lakes Aquarium, in an amount not to exceed \$350,000, payable from Fund 258, Agency 030, Account 5436-08 (Tourism Taxes, Finance, Tourism Tax Allocation Great Lakes Aquarium).

Approved:



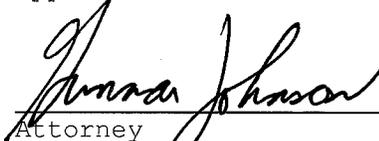
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

FIN WE:le 01/13/2014

STATEMENT OF PURPOSE: This resolution authorizes an agreement with the Great Lakes Aquarium for 2014 in order to support the exhibits and promotional activities of the Great Lakes Aquarium.

**AGREEMENT
BY AND BETWEEN
GREAT LAKES AQUARIUM
AND
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as City, and LAKE SUPERIOR CENTER dba Great Lakes Aquarium located at 353 Harbor Drive, Duluth, MN 55802 a non-profit corporation under the laws of Minnesota, hereinafter referred to as GLA.

WHEREAS, by various legislation the City has provided for the imposition of taxes on certain hotel/motel accommodations and certain food and beverage transactions (Food and Beverage Tax) and provided that certain of the proceeds of said Food and Beverage Tax collected are to be placed in Fund 258 and related funds and accounts to be expended by the City for advertising and promoting the City of Duluth as a tourist and convention center; and

WHEREAS, the City recognizes that programs, exhibits, and events that take place at the Great Lakes Aquarium promote the City of Duluth as a tourism and convention center and add to the quality of life for visitors and residents alike, and

WHEREAS, the City desires to enter into a contract with GLA pursuant to which the GLA will continue with the promotion of the exhibits and programs in Duluth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. The services set forth in Paragraph 2 below shall be furnished by GLA commencing January 1, 2014 through December 31, 2014, inclusive.
2. GLA shall use the funds provided for in paragraph 3 in accordance with GLA's Mission and to promote events, exhibits and programs that benefit the citizens of Duluth and promote Duluth as a tourist destination.
3. City will provide to the GLA in 2014 an amount not to exceed \$350,000.00. Funds will be disbursed to GLA in a dollar amount and at the schedule determined by GLA to be in its best interest, payable from Fund 258, Agency 030, Acct. 5436-08 (Tourism, Finance). It is understood and agreed that the City shall be obligated to provide payment to GLA only to the extent that sufficient taxes are derived from the Food and Beverage Tax, which are designated by the City Council to be placed in Fund 258 and related funds and accounts. In the event that

insufficient taxes are derived from the Food and Beverage Tax, the City shall have the right in its sole and unfettered discretion to reduce or eliminate the funding available to the GLA under this Agreement or to terminate or otherwise modify this Agreement.

4. GLA shall provide to the City Auditor an income and expense report for the previous quarter and year-to-date. Such reports are due April 15, July 15, October 15, 2014, and January 15, 2015, and shall be in a format acceptable to the City Auditor.

5. City retains all its powers to determine how the public monies shall be used, and it may require reasonable changes in the marketing plan, work program outline, or use of the money, based upon circumstances. City may cancel this Agreement by giving 90 days written notice to GLA.

6. By February 1, 2014, GLA shall furnish to the City Auditor a budget for 2014. GLA shall also provide the City Auditor an income and expense report for the previous quarter and year-to-date. Such reports are due April 15, July 15, October 15, 2014, and January 15, 2015, and shall be in a format acceptable to the City Auditor.

7. Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and GLA only upon being reduced to writing and signed by a duly authorized representative of each party.

8. Assignment. GLA will not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

9. Records and Inspection. Records shall be maintained by GLA in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years. The City and its duly authorized representative shall have access to the books, documents, papers and records of the GLA that are related to this Agreement.

10. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting GLA as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. GLA and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of GLA's employees while so engaged, and any and all claims whatsoever

on behalf of GLA's employees arising out of employment shall in no way be the responsibility of City. GLA's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless GLA from liability or judgments arising out of the acts or omissions of GLA or its employees while performing the work specified by this Agreement.

11. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

12. GLA expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

13. GLA shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the GLA's a) breach of this Agreement or b) its negligence or misconduct or that of its agents or contractors in performing the services hereunder or c) any claims arising in connection with GLA's employees or contractors, or d) the use of any materials supplied by the GLA to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

14. GLA agrees to obtain and maintain and provide evidence of insurance in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from its obligations pursuant to this Agreement. The insurance shall be maintained in full force and effect during the life of this Agreement and shall protect GLA, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by GLA, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

15. GLA, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits

of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.

- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

16. GLA agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

17. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

18. Notice to City or GLA provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

To City of Duluth: City of Duluth
 Room 402 City Hall
 411 West First Street
 Duluth, MN 55802

To GLA: Great Lakes Aquarium
 353 Harbor Drive
 Duluth, MN 55802

19. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

20. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party will not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

21. It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations

between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

22. This Agreement may be amended only by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

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

CITY OF DULUTH-

**LAKE SUPERIOR CENTER
DBA GREAT LAKES AQUARIUM**

By _____
Mayor

By _____
GLA Representative

Attest:

Its _____
Title of Representative
Date: _____

City Clerk
Date Attested: _____

Countersigned:

City Auditor

As to form:

City Attorney

PURCHASING AND LICENSING COMMITTEE

14-0061R

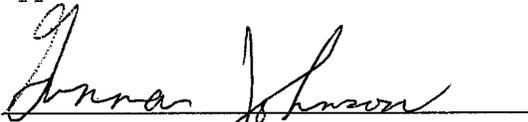
RESOLUTION APPROVING ISSUANCE OF A TEMPORARY ON SALE
INTOXICATING LIQUOR LICENSE TO THE MINNESOTA BALLET
(CELEBRITY DANCE CHALLENGE), WITH WILLY MCMANUS,
MANAGING DIRECTOR.

CITY PROPOSAL:

BE IT RESOLVED, that the city council of the city of Duluth hereby approves
issuance of the following temporary on sale intoxicating liquor license, subject
to departmental approvals with any further restrictions and further subject to
approval of the liquor control commissioner:

Minnesota Ballet (Celebrity Dance Challenge), 1215 Rice Lake Road,
for February 6, 2014, with Willy McManus, Managing Director.

Approved as to form:



Attorney

CLERK JJC:db 1/21/2014

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

14-0054R

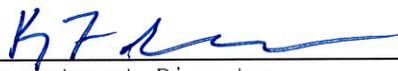
RESOLUTION OF INTENT TO SELL OR CONVEY CERTAIN PROPERTY
IN THE SPIRIT VALLEY NEIGHBORHOOD.

CITY PROPOSAL:

RESOLVED, Section 2-176 of the Duluth City Code, 1959, as amended requires that prior to any city-owned property being offered for sale or conveyance the city council shall, by resolution, state its intention to sell or convey such property.

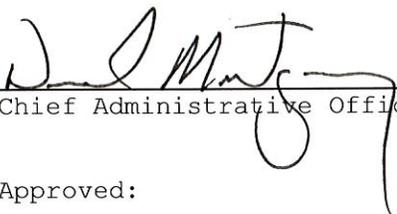
FURTHER RESOLVED, that the Duluth city council hereby states its intention to offer for sale or conveyance property in the Spirit Valley neighborhood shown on Public Document No. _____, legally described as Lot E, Block 39, Hunter & Markells Grassy Point Addition to Duluth, including riparian rights, subject to an easement for public park recreational are purposes, St. Louis County, Minnesota.

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PED EB:slw 1/14/2014

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the sale of property in the Spirt Valley neighborhood (Property). A request has been made by the adjacent property owner, Peter Senich, to purchase the Property. The

city's planning department has reviewed the proposed sale of the Property for conformity to the city's comprehensive plan and determined the Property to be surplus to the city's future needs. The city's planning department's review of the parcel also determined that due to existing laws, no building can be legally constructed on it, therefore, under section 2-178 of the Duluth city code the city is allowed to sell it directly to an adjacent property owner.

Because the Property is city park land, the Parks and Recreation Commission reviewed the potential sale at its September 11, 2013 meeting and recommended the sale to Mr. Senich. In addition, the Planning Commission reviewed the potential sale at its November 12, 2013 meeting and recommended the sale to Mr. Senich. Both recommendations are subject to maintaining an easement for public park recreational purposes.

The county assessor has provided an estimate of the market value to be \$10,700.00.

Tax base impact statement: The purchase of this lot by Mr. Senich will place it back on the tax roles. It is anticipated that the tax revenues will be approximately \$160.00 per year.



Subject property ↗

PUBLIC WORKS & UTILITIES COMMITTEE

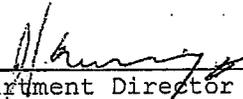
14-0044R

RESOLUTION AMENDING CONTRACT 21698 WITH MSA PROFESSIONAL SERVICES, INC. FOR CONSTRUCTION AND INSPECTION FOR FLOOD 2012 VARIOUS LOCATIONS TO INCREASE THE AMOUNT BY \$31,052 FOR A NEW TOTAL OF \$281,052.

CITY PROPOSAL:

RESOLVED, that Contract 21698 with MSA Professional Services, Inc. for construction administration and inspection for Flood 2012 Various Locations be amended to increase the amount by \$31,052 for a new total of \$281,052. This increase is due to increased damage at flood sites identified after the 2012 flood, and is payable from Disaster Recovery Fund 225, Department/Agency 125 (Finance), Organization 1803 (Roads and Bridges), Object 5303 (Engineering Services), city project 1144/1167.

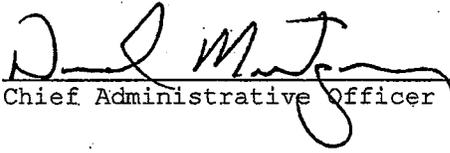
Approved:



Department Director

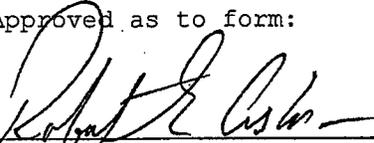
Purchasing Agent DLS

Approved for presentation to council:



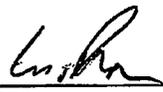
Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

ENG GS:jh 1/7/2014

STATEMENT OF PURPOSE: This resolution will authorize an amendment to Contract 21698 for professional engineering services for Lift Station No. 39 Improvements. See MSA Professional Services letter of December 3, 2013. Payable from Disaster Recovery Fund 225, Department/Agency 125 (Finance), Organization 1803 (Roads and Bridges), Object 5303 (Engineering Services), city project no. 1144/1167.



December 3, 2013

Mark Guisfredi, P.E.
City of Duluth Engineering
411 West 1st Street, #211
Duluth, MN 55802

Re: Lift Station No. 39 Improvements
City Project No. 1167
Flood Site No. 429
Engineering Services Amendment

Dear Mark:

As the major construction of the Lift Station 39 Improvements is completed, it is clear the design and construction efforts for the LS-39 improvements exceeded our initial expectations. As discussed previously during the course of the project, the design of the Lift Station No. 39 improvements had experienced an expanded scope and elongated design and schedule.

The original project was to replace the control panel following the June 2012 flood. The project experienced lower than expected support from FEMA and required an alternate funding source. The project scope changed from a simple repair project to a complete facility improvement. We respectfully request a formal amendment of \$31,052.00 to cover the additional design services performed in January 2013, and the additional construction services performed this fall. The following paragraphs and attached table provides a summary of the additional services performed and expected.

1. The additional site work related design (\$8,096.00). Additional site work related items include modifications to the access driveway, grading, and a new retaining wall. The CAD and specification items associated with the additional site work tasks are included.
2. The additional process mechanical design (\$7,056.00). A new valve vault, pump replacement, and wet well upgrades were added to the design tasks. The CAD and specification items associated with the additional process mechanical tasks are included.
3. The changes to the electrical service location (\$2,120.00). The electrical service location which feeds the pump station was changed during the design. The CAD and specification items associated with the electrical service location change are included.

Offices in Illinois, Iowa, Minnesota, and Wisconsin

301 WEST FIRST STREET, SUITE 408 * DULUTH, MINNESOTA 55802
218-722-3915 • 800-777-7380 • FAX: 218-722-4548

WEB ADDRESS: www.msa-ps.com

610s 616 08616069 Contract Task Order 11 - Zoo Lift Station 00616069 LTR Guisfredi Contract Amendment Request Dec 3 2013.docx

Mark Guisfredi, P.E.
December 3, 2013

4. Additional construction observation and administration (\$13,780.00). The additional equipment and materials added during the design increased the time needed for shop drawing review, construction observation, record drawings, and O&M information. The original scope included only 80 hours of construction observation, mainly for control panel and electrical component installation, and the expanded construction effort required more time on-site to coordinate with other projects at the Zoo, and additional coordination of the SCADA services.

During the construction, the ability of the new control panel to communicate via radio with the City's SCADA system was re-checked as the new radio tower on Park Point was active. The radio communications from the Zoo Lift Station site had not improved to allow for this control panel to be converted. The control panel for this lift station communicates with the City's SCADA system using a cellular phone communications device.

The access to the lift station site was also adjusted during the construction to minimize pavement replacement, and to allow for other construction projects and deliveries to proceed with minimal impact to the Zoo operations.

We appreciate the opportunity to work with the City on this project, and will continue to proceed with assembling the project closeout materials.

Sincerely,

MSA Professional Services, Inc.



John Trynoski, P.E.
Project Manager

JMT:

PUBLIC SAFETY COMMITTEE

14-0026R

RESOLUTION AUTHORIZING AGREEMENT WITH ST. LOUIS COUNTY TO PERFORM POLICE SERVICES PURSUANT TO OPERATION STONEGARDEN AND ACCEPTING REIMBURSEMENT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY, HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION, THROUGH ST. LOUIS COUNTY IN AN AMOUNT NOT TO EXCEED \$40,628.32.

CITY PROPOSAL:

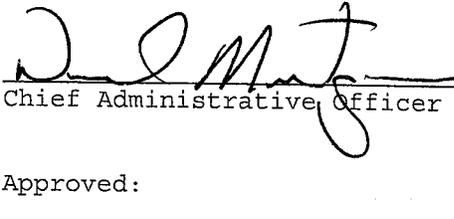
RESOLVED, that the proper city officials are hereby authorized to execute an agreement, substantially the same as that on file in the office of the city clerk as Public Document No. _____, with St. Louis County pursuant to a 2012 Operation Stonegarden grant from the Minnesota department of public safety, homeland security and emergency management division, under which grant agreement the city shall perform services to protect and secure the international border and port of entry between St. Louis county and Canada from July 1, 2013 through August 31, 2014;

FURTHER RESOLVED, that the proper city officials are hereby authorized to accept reimbursement from St. Louis county for stated services in an amount not to exceed \$40,628.32, funds to be deposited in fund number 215-200-2297-4210-02 (Duluth Police Grant Programs, Police, 2012 Operation Stone Garden).

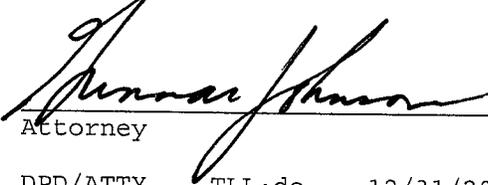
Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

DPD/ATTY TLL:de 12/31/2013

STATEMENT OF PURPOSE: This resolution authorizes the city to enter into an agreement with St. Louis County as the primary grantee of a 2012 Operation Stonegarden grant designed to increase law enforcement preparedness and operational readiness and to increase law enforcement presence on or near the international border with Canada. Reimbursement of funds from St. Louis County will support the Duluth Police Department adding overtime patrols providing services under the grant. Operation Stonegarden is a federal initiative which provides funding to states bordering Canada.

**AGREEMENT FOR SERVICES
2012 OPERATION STONE GARDEN
ST. LOUIS COUNTY
CITY OF DULUTH**

THIS AGREEMENT, by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and ST. LOUIS COUNTY, a Minnesota county acting through its governing body, hereinafter referred to as "County".

WHEREAS, County is the recipient of a grant from the U.S. Department of Homeland Security, Bureau of Customs and Border Protection, the terms of which are set forth in Operations Order OPSG 00 MN-St. Louis FY 12, Number 13-GFNDUM-11-001, Version 0 (hereinafter "Operations Order" attached hereto and incorporated by reference as Exhibit A), pursuant to which County is to act as fiscal agent for Operation Stone Garden, an operational plan designed to augment enforcement operations within the Duluth Border Patrol Station Area of Responsibility (hereinafter "Duluth AOR"); and

WHEREAS, pursuant to the terms of said Operations Order, City is to provide certain augmented patrol activities within its jurisdiction, for which it will be entitled to reimbursement pursuant to the terms of the Operations Order; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' respective rights and responsibilities in the implementation of said Operation Stone Garden Operations Order.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

Scope of Professional Services

City agrees that it will, at the direction of Patrol Agent in Charge of the Duluth Border Patrol Station and in cooperation with County, provide those services designated to be provided by the Duluth Police Department in the Operations Order, and provide other necessary professional services generally relating thereto. In the event of any conflict between the terms of the Operations Order and this Agreement, the terms and conditions of the Operations Order shall control.

ARTICLE II

Reimbursement for Expenses

A. Reimbursement for Services

County hereby agrees to reimburse City for "Eligible Costs" incurred by it in the performance of the work under the terms and conditions of this Agreement in an amount not to exceed \$40,628.32. For the purposes of this Agreement, "Eligible Costs" shall mean the costs incurred by City for operational overtime and fringe benefits paid to or on behalf of employees providing services relating to the work provided hereunder at the rates set forth in Exhibit A. Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as County shall reasonably request. Upon receipt of said request and the appropriate documentation, County shall promptly reimburse City for the "Eligible Costs" up to the amount set forth in Exhibit A.

B. Deposit of Funds

All reimbursement received pursuant to Paragraph A. above shall be deposited in City Fund 215-200-2297-4210-02.

ARTICLE III

Assignability

City shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

The Term of this Agreement shall be deemed to have commenced on July 1, 2013, and shall run through August 31, 2014.

ARTICLE V

Termination of Services

Either party may, by giving written notice at least Thirty (30) days prior to the effective date thereof, terminate this Agreement in whole or in part without cause. City shall be reimbursed for services performed and expenses incurred prior to the date of termination, subject to the availability of the grant funding. Upon termination of this Agreement for any cause City shall be entitled to retain ownership and title to any vehicle and equipment purchased pursuant to the Operations Order.

ARTICLE VI

Standard of Performance

City agrees that all services to be provided to County pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

ARTICLE VII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by City in accordance with requirements prescribed by County and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.

B. Documentation of Costs

City will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

City shall be responsible for furnishing to County records, data and information as County may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

City will make available during normal business hours all of its books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement to County for examination, duplication, transcription, and audit by the County, as often as County may deem necessary..

E. Information

All reports, data, information, documentation and material given or prepared by the City pursuant to this Agreement will be subject to the Minnesota Data Practices Act except as provided for in applicable Federal or state laws, rules, regulations or orders.

ARTICLE VIII

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither party nor any officers or employees thereof shall be considered an employee of the other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of either party and their employees while so engaged and any and all claims whatsoever on behalf of either party arising out of employment or alleged employment, including without limitation, claims of discrimination against either party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither party nor their officers, agents, contractors and employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from the other party.

ARTICLE IX

Liability

A. As Between the Parties

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

B. Limitation of Liability

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

C. Third Party Liability

Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

ARTICLE X

Civil Rights Assurances

Both parties and their officers, agents, servants and employees as part of the consideration under this Agreement, do hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE XI

Rules and Regulations

Both parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and County and the City and their respective agencies which are applicable to their activities under this Agreement.

ARTICLE XII

Notices

Notice to County or City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

County: St. Louis County Sheriff
100 North 5th Avenue West
Room 103 Court House
Duluth, MN 55802

City: Chief of Police
City of Duluth
2030 N. Arlington Avenue
Duluth, MN 55811

ARTICLE XIII

Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XIV

Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE XV

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XVI

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

[Remainder of page left intentionally blank, signature page to follow.]

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

**CITY OF DULUTH, a Minnesota
municipal corporation**

ST. LOUIS COUNTY, a Minnesota County

By: _____
Mayor

By: _____
Chris Dahlberg, Chair of County Board

Attest:

By: _____
Don Dicklich
Auditor/Clerk of the Board

By: _____
City Clerk

Date: _____

Approved as to Form:

City Attorney

By: _____
Ross Litman, Sheriff

Countersigned:

Approved as to form and Execution:
MARK RUBIN, St. Louis County Attorney

City Auditor

By: _____
Leslie Beiers
Assistant County Attorney

Dated: _____

**U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report**

Op Order Name: OPSG OO MN-St. Louis FY12
Op Order Number: 13-GFNDUM-11-001 Version 0
Op Dates: From: 11/30/2012 To: 8/31/2014
Report Date: 2/7/2013

Executive Summary

Operation Stonegarden St. Louis County 2012 (OPSG-OO-St. Louis FY12) is a 24 month Category II Operation intended to augment enforcement operations in the Duluth Border Patrol Station (BPS) area of responsibility (AOR) by applying an integrated layered approach to border security. OPSG-OO-St. Louis FY12 will be focused on and near the international border and routes of egress from the border area and is designed to improve "border security and mitigate risk" within the Duluth AOR. Risk is defined by several factors to include but not limited to:

- Border security threats may originate from within and outside the U.S.
- The remoteness of Duluth's border area.
- Limited technology is available to monitor cross-border incursions in the Station's remote border zone.
- A primary transit corridor to the Central United States exists.
- The possibility that this transit corridor could be exploited by Transnational Criminal Organizations (TCO).
- The likelihood that threat elements will attempt to exploit these vulnerabilities in order to gain access to the Homeland.

The Duluth BPS will collaborate with the St. Louis County Sheriff's Office (SLC) and other state, local or tribal (SLT) law enforcement agencies to increase the presence of law enforcement personnel on and near the international border and on egress routes from the border, to enhance situational awareness and apply an integrated approach to address transnational criminal activity. Operation Stonegarden will support the Border Patrols Strategic Plan's three driving principles of Information, Integration and Rapid Response in order to mitigate risk within the Duluth AOR.

Effective partnerships and integration with participating agencies will assist the Border Patrol in identifying and mitigating its greatest risks utilizing gained information. This will allow for the deployment of the appropriate Rapid Response capability to address identified threats. The operation will increase the probability of identifying and addressing Transnational Criminal Organizations and transnational criminal activity through strong law enforcement partnerships and rapid response to cross-border related incidents.

I. SITUATION

A. General Situation:

The primary focus of the Duluth BPS is to secure the border using information, integration and rapid response in a risk-based manner. The Duluth BPS utilizes limited manpower to patrol a vast and diverse area. The station relies on strong partnerships with other law enforcement agencies, utilizing those partnerships as a force-multiplier. Operational elements will work together with other law enforcement partners to achieve a unity of purpose and maximize operational integration to achieve a holistic approach to border security.

Operation Stonegarden is intended to reinforce these partnerships, improve situational awareness, and increase law enforcement presence to achieve a greater capability to prevent, protect against, and respond to border related security issues and mitigate risks within the AOR. The success of Operation Stonegarden will be achieved through an integrated, layered approach to border security.

Participating SLT agency officials will be deployed to strategic patrol areas within Zone 33, Zone 71, Zone 38 and Zone 76 as designated by the Patrol Agent in Charge (PAIC) of the Duluth Station. Zone 33 is assigned to the International Falls Border Patrol Station; therefore, patrols and deployments in Zone 33 will be coordinated with the PAIC of International Falls. The Duluth Border Patrol Station is responsible for supplying back-up patrols in Zone 33.

Station Zones:

Border Zone 33

Border Zone 33 consists of 57 miles of remote international boundary on the Minnesota boundary with Canada and the Province of Ontario. Zone 33 stretches from the Lake County and Saint Louis County, Minnesota line to Crane Lake, Minnesota. This zone includes a seasonal Port of Entry and limited hour Port of Entry. The seasonal Port of Entry is located on Highway 169 just east of Ely, Minnesota and is closed during winter. A limited hour Port of Entry is located on Crane Lake and conducts inspections of boaters, small aircraft and snowmobiles. Although Border Zone 33 is located in the International Falls, Minnesota Border Patrol Station's AOR, the Duluth Border Patrol Station is responsible for supplying back-up patrols in the zone.

Transit Zone 71

Transit Zone 71 contains three main highway corridors leading from the Boundary Waters area; State Highway 61, Interstate 35, and U.S. Highways 2 and 53. The northern-most point of Interstate 35 terminates into the southern juncture of State Highway 61 in the City of Duluth. Highway 61 is the major north-south route exiting the Grand Marais AOR from Canada. Highway 53 exits the International Falls AOR into the Duluth AOR, and is also a direct route to/from Canada.

Transit Zone 38 (Port of Duluth/Superior)

Transit Zone 38 is the Seaway Port of Duluth/Superior. It could be considered a border zone because it is operated as a 24/7 Port of Entry as the largest seaport on the Great Lakes. During the shipping season, 1,000 or more commercial shipping vessels may arrive in the port. In past years, well over 300 of these vessels, dependent on worldwide economic and commodity factors, may be foreign flagged vessels - Canadian or overseas, some with special interest aliens as crewmen. During the summer season recreational boating is also a popular water sport.

Transit Zone 76

Transit Zone 76 is comprised of the western-most portion of Lake Superior and contains multiple marinas, private docks and safe harbors. Recreational and commercial vessels returning or arriving from Canada, or overseas, frequent the area. Many recreational water craft transit to and from Canada without any expectation or regard for CBP enforcement of the I-68 program.

B. Terrain/Weather:

The northern topography of Minnesota consists of gently rolling hills with thick conifer and hardwood forests surrounding the highways and waterways. January's average temperature is in the single digits F (-teens C). During summer, temperatures can climb to above 90 degrees F for several days (32 degrees C). Nighttime summer temperatures occasionally dip below freezing.

C. Criminal Element:

There has been no specific criminal threat identified with the operation order. However, the generalized vulnerabilities of the northern border exist due to the vast remote terrain. Transnational Criminal Organizations, such as outlaw motorcycle gangs, Asian drug trafficking organizations, and European crime groups identified by U.S. and Canadian authorities are known to be operating in the Great Lakes region. Therefore, SLT officers should expect to encounter activity at any time during the operation. Officers should be prepared to encounter undocumented and special interest aliens, smugglers of contraband, weapons of mass effect, and other federal law violators.

D. Friendly Forces:

Minnesota Agencies:

St. Louis County Sheriff's Office (SLC)
Phone: (218) 726-2340

Duluth Police Department, Duluth, MN (DPD)
Phone: (218) 727-8770

II. MISSION

The mission of OPSG-OO-St. Louis FY12 is to increase the presence of law enforcement personnel at or near the international boundary and routes of egress from the border area, thereby, enhancing situational awareness among participating agencies and ensuring a rapid, fluid response to emerging border-security conditions.

The operation will support the objectives of the Border Patrol Strategic Plan to improve "border security and mitigate risk", utilizing an integrated approach to address transnational criminal activity. Operation Stonegarden will be guided by the Border Patrols Strategic Plan's three driving principles of Information, Integration and Rapid Response.

This operation does not extend any Federal authority to participating law enforcement agencies to enforce Federal immigration or customs laws.

III. EXECUTION

A. Management/Supervisor Intent:

The intent of OPSG-OO-St. Louis FY12 is to identify and address Transnational Criminal Organizations and transnational criminal activity, increase law enforcement preparedness, enhance situational awareness and improve "border security and mitigate risk" at or near the international boundary and on routes of egress leading from the border.

This will be achieved by providing the "tools" to participating SLT agencies through operational overtime and equipment, thereby, enhancing the law enforcement presence in and around border and egress zones utilizing St. Louis County Sheriff's Office (SLC), Duluth Police Department (DPD), and Minnesota Department of Natural Resources (MNDNR) officers.

B. General Concept:

The general concept of OPSG-OO-St. Louis FY12 is to utilize officers from the SLC, DPD, and MNDNR to increase the law enforcement presence in border and egress zones. The implementation of this operation will enhance situational awareness and intelligence collection and dissemination within the Duluth BPS AOR.

- SLC consists of 150 fulltime Deputies.
- DPD consists of 152 fulltime Officers.
- MN-DNR consists of 11 fulltime Officers within the Duluth AOR.

Officers will be assigned to strategic locations within Zone 33, Zone 71, Zone 76, and Zone 38 increasing the probability of apprehending members of TCO's and subjects conducting transnational criminal activity through strong law enforcement partnerships and rapid response.

C. Specific Responsibilities:

1. The Duluth BPS will provide a pre-operation briefing to participating SLT agencies prior to the commencement of the operation.
2. Participating agencies will complete a bi-weekly overtime schedule one week in advance, or, as far in advance as is practical which will project the SLT officers involved in the operational overtime which will indicate the officers' names and overtime shifts to be performed. (Duluth BPS will provide further guidance)
3. Each respective agency will be responsible for the supervision of their participating officers.
4. Participating officials will notify Grand Forks Sector Dispatch (KAK-720) at 1-800-982-4077 at the beginning and ending of their OPSG overtime tour of duty.
5. Participating SLT officers can anticipate and will reasonably accommodate Border Patrol requests for Border Patrol Agents to conduct joint patrols in an SLT vehicle during OPSG overtime shifts.
6. Participating officials will contact the Duluth BPS through Grand Forks Sector dispatch at 1-800-982-4077 with regards to foreign nationals or suspicious activity with a Nexus to the International Boundary, TCO's, terrorism, and/or alien/narcotic smuggling.
7. Participating officials will provide the Duluth BPS a copy of any reports generated that are related to terrorism, alien or narcotic smuggling, and/or any incident with a nexus to the International Boundary.
8. Participating officials will complete an OPSG Daily Activity Report at the end of their OPSG overtime shift and e-mail a completed report to the Duluth BPS at OPSGDULUTH.cbp.dhs.gov.
9. In the event that a system connectivity issue arises, participating officers will fax a hard copy of the OPSG Daily Activity Report to the Duluth BPS at 218-720-5402.
10. Time sensitive information relating to border security shall be reported as soon as practical to the Duluth Border Patrol Office at 218-720-5465 or Grand Forks Sector dispatch (KAK-720) at 1-800-982-4077. Sector Dispatch will contact a Duluth agent and relay the information.
11. On duty Border Patrol Agents, Supervisory Border Patrol Agents, and the Duluth Station Lead Border Patrol Agent will be responsible for ensuring all actionable intelligence and encounter and arrest data is collected and reviewed.

Supervisory Border Patrol Agents and the station Lead Border Patrol Agent will coordinate the dissemination of pertinent intelligence during the operation to partnering agencies.

12. Duluth BPS will compile the OPSG shift reports into a Monthly Activity Report for the duration of OPSG and submit them to GFN.

13. The Integrated Planning Team will meet to discuss and determine the Tactical Operational Periods that will be conducted during this campaign. The IPT will determine the shift requirement and OPSG patrol focus based upon information, trends, intelligence, and general risk management within the Duluth BPS AOR. After Action reports will be completed after each Tactical Operational Period is concluded.

D. Coordinating Instructions:

The IPT will meet and determine the coordinating instructions and agency responsibilities specific to the tactical operational periods that will be conducted during this campaign.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

The following costs will be associated with OPSG-OO-St. Louis FY12:

1. Overtime

a. SLC

SLC will provide a combined total of 76 road patrols @ 12 hours per shift at an average of \$ 40.59 per hour during OPSG 12.

38 road patrols x 12 hr. x \$40.59 per hr. = \$18,509.04 (Year 1)

38 road patrols x 12 hr. x \$40.59 per hr. = \$18,509.04 (Year 2)

The total cost for operational overtime shall not exceed \$ 37,018.08

TOTAL SLC OT: \$ 37,018.08

b. DPD

DPD will provide a combined total of 72 road patrols @ 12 hours per shift at an average of \$ 40.59 per hour during OPSG 12.

36 road patrols x 12 hr. x \$40.59 per hr. = \$17,534.88 (Year 1)

36 road patrols x 12 hr. x \$40.59 per hr. = \$17,534.88 (Year 2)

The total cost for operational overtime shall not exceed \$ 35,069.76

TOTAL DPD OT: \$ 35,069.76

c. MNDNR

MNDNR will provide a combined total of 24 road patrols @ 8 hours per shift at an average of \$ 44.85 per hour during OPSG 12.

MNDNR will operate on 8 hours per shift at an average of \$ 44.85 during OPSG 12.

12 road patrols x 8 hr. x \$44.85 per hr. = \$4,305.60 (Year 1)

12 road patrols x 8 hr. x \$44.85 per hr. = \$4,305.60 (Year 2)

The total cost for operational overtime shall not exceed \$ 8,611.20

TOTAL MNDNR OT: \$ 8,611.20

TOTAL OPSG 12 OT: \$ 80,699.04

2. Fringe

a. SLC

SLC fringe benefits are estimated at 0.1585 of the total overtime funds and shall not exceed \$ 5,867.36

456 patrol hrs. x \$40.59 per hr. x 0.1585 = \$2,933.68 (Year 1)

456 patrol hrs. x \$40.59 per hr. x 0.1585 = \$2,933.68 (Year 2)

TOTAL SLC FRINGE: \$ 5,867.36

b. DPD

DPD fringe benefits are estimated at 0.1585 of the total overtime funds and shall not exceed \$ 5,558.56

432 patrol hrs. x \$40.59 per hr. x 0.1585 = \$2,779.28 (Year 1)

432 patrol hrs. x \$40.59 per hr. x 0.1585 = \$2,779.28 (Year 2)

TOTAL DPD FRINGE: \$ 5,558.56

c. MNDNR

MNDNR fringe benefits are \$ 7.64 per hour and shall not exceed \$ 1,466.88

96 patrol hrs. x \$7.64 = \$733.44 (Year 1)

96 patrol hrs. x \$7.64 = \$733.44 (Year 2)

TOTAL MNDNR FRINGE: \$ 1,466.88

TOTAL OPSG 12 FRINGE: \$ 12,892.80

3. Fuel

a. SLC

St. Louis County Sheriff's Office is not requesting Fuel reimbursements during this operation.

b. DPD

Duluth Police Department is not requesting Fuel reimbursements during this operation.

c. MNDNR

Fuel for any road, snowmobile, or boat patrols will be reimbursed.

Fuel for any aircraft patrols will not be reimbursed.

No additional fuel expenses will be authorized.

1) Road Patrols (includes ATV, Snowmobile, Truck/SUV and small boats)

MNDNR fuel is estimated at \$ 4.35 per gallon and is not to exceed \$ 1,740.00

2400 miles / 12 mpg x \$4.35 per gallon = \$ 870.00 (Year 1)

2400 miles / 12 mpg x \$4.35 per gallon = \$ 870.00 (Year 2)

TOTAL MNDNR FUEL: \$ 1,740.00

TOTAL OPSG 12 FUEL: \$ 1,740.00

MNDNR shall monitor their agency fuel expenditures to ensure adequate fuel for the duration of this operational period.

No additional fuel expenses will be authorized.

4. Maintenance

a. SLC

St. Louis County Sheriff's Office is not requesting Maintenance reimbursements during this operation.

b. DPD

Duluth Police Department is not requesting Maintenance reimbursements during this operation.

c. MNDNR

1. Road Patrols (includes ATV, Snowmobile, Truck/SUV and small boats)

MNDNR will receive \$ 7.20 per hr. for the use of their vehicles. MNDNR will claim \$ 7.20 per hr. per overtime shift worked. MNDNR will receive a total not to exceed \$ 1,382.40 for maintenance costs

12 patrols x 8 hrs x \$7.20 = \$ 691.20 (Year 1)

12 patrols x 8 hrs x \$7.20 = \$ 691.20 (Year 2)

2. Marine Patrols (Lake Superior Marine Unit)

No "Marine" Maintenance funds requested by the MNDNR.

TOTAL MNDNR MAINTENANCE: \$ 1,382.40

TOTAL OPSG 12 MAINTENANCE: \$ 1,382.40

5. Equipment

a. SLC Equipment Request

No Equipment Purchases are authorized during this operation.

TOTAL OPSG 12 EQUIPMENT: \$ 0.00

TOTAL OPSG-2012-DUM-ST. LOUIS COST: \$ 96,714.24

(TOTAL OPSG-12-ST. LOUIS "Award": \$ 96,716.00)

Cost Estimates:

General Cost: \$3,122.40

OT Cost: \$93,591.84

Total Cost: \$96,714.24

B. Travel:

No travel cost included or required.

C. Lodging:

No lodging/meal cost required.

D. Reception of Detailed Personnel:

No detailed personnel required.

E. Uniform and Equipment:

Uniform and equipment will be provided by each respective agency.

F. Special Equipment:

No special equipment is required.

G. Alien Processing:

Alien processing will be completed by Border Patrol Agents at the Duluth Station.

H. Medical:

Any medical issues in the Duluth/Superior area can be handled by the following medical facilities:

St. Mary's Hospital located at 407 E. 3rd Street, Duluth, MN

St Luke's Hospital located at 915 E. 1st Street, Duluth, MN

I. Detention/Transportation:

Alien detention and transportation will be facilitated and or completed by Border Patrol Agents from the Duluth BPS.

J. Vehicles:

Vehicles will be provided by the respective agencies that are involved in this operation.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Grand Forks Border Patrol Sector
1816 17th Street North East

Grand Forks, ND 58203

Phone: 1-701-772-3056

Fax: 1-701-775-8358

Staff Officers:

Chief Patrol Agent

Austin Skero, II

Phone: (701) 772-3056

Deputy Chief Patrol Agent

Dan M. Harris, Jr.

Phone: (701) 772-3056

Assistant Chief Patrol Agent

Andrew Althoff

Phone: (701) 772-3056

Assistant Chief Patrol Agent

Brian K. Widner

Phone: (701) 772-3056

B. Unit Command:

Duluth Border Patrol Station

4431 Endeavor Drive

Duluth, MN 55811

Phone: (218) 720-5465

Fax: (218) 720-5402

Officers:

Patrol Agent In Charge

Scott Blackwell

Phone: (701) 213-2613

Assistant Patrol Agent In Charge

Donn Gordon

Phone: (218) 349-8247

Supervisory Border Patrol Agent

Troy Bobbitt

Phone: (218) 349-3558

Supervisory Border Patrol Agent

Oscar Rios

Phone: (218) 349-7661

Supervisory Border Patrol Agent

Patrick F. Moroney

Phone: (218) 349-8352

Supervisory Border Patrol Agent
Marc Rauscher
Phone: (218) 341-8634

St. Louis County Sheriff
Ross Litman
Phone: (218) 726-2341

*Participating agencies will be responsible for the supervision of their respective officers.

C. Communication Details:

All officials will have radio communication through their respective agency. If participating agencies require additional assistance, the officers will contact the Duluth BPS at (218) 720-5465 or Grand Forks Sector Dispatch at 1-800-982-4077.

D. Map Coordinates:

Notes:

	Longitude	Latitude
Degrees : Minutes : Seconds	92 : 9 : 10	46 : 49 : 36
Decimal	-92.1528	46.8267

Location Zone:

ANNEX

- A. Administration Annex:**
- B. Execution Annex:**
- C. Communication Annex:**

Media Action Plan:

Media inquiries will be forwarded to Grand Forks Sector Public Information Officer.

Legal Review:

Standard operational policies, laws and regulations apply.

Risks:

No risks have been associated with this Op Order.

Photos:

No photos have been associated with this Op Order.

PUBLIC SAFETY COMMITTEE

14-0048R

RESOLUTION AUTHORIZING PROPER CITY OFFICIALS TO ACCEPT A GRANT FROM THE DULUTH SUPERIOR AREA COMMUNITY FOUNDATION IN THE TOTAL AMOUNT OF \$24,000 FOR THE PURPOSE OF SUPPORTING THE CITY OF DULUTH POLICE DEPARTMENT MOUNTED PATROL.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to accept a grant from the Duluth Superior Area Community Foundation in the total amount of \$24,000 to support the Duluth police department mounted patrol, and to execute a grant agreement, substantially the same as that on file in the office of the city clerk as Public Document No. _____, funds to be deposited in Fund 210-030-3135-4270 (Special Projects, Finance, Mounted Patrol, Other Grants).

Approved:



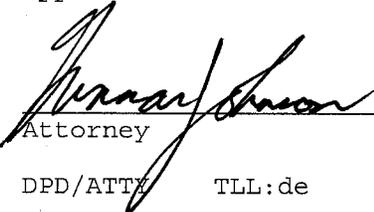
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/ATTE TLL:de 01/13/2014

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to accept a grant from the Duluth Superior Area Community Foundation for the Duluth

Police Department's Mounted Patrol. The total grant amount is \$24,000, with \$10,000 coming from the Morgan Fund and the remaining \$14,000 from the Community Opportunity Fund. This is a new grant award and will be used for "start-up" costs for the Mounted Patrol, including training and equipment. The term of the grant runs through 12/31/2014. The mounted patrol will focus on downtown as one of our performance measures increasing the safety and the "perception of safety" downtown. The mounted patrol is also part of our 2014 vision incorporating crime prevention and crime reduction while increasing citizens' sense of safety through greater visibility and good relations.



December 20, 2013

The Honorable Don Ness
Mayor
City of Duluth
403 City Hall
411 West First Street
Duluth, MN 55802

Dear Mayor ^{Don}Ness:

I am pleased to inform you that the Board of Trustees, at its meeting on 12/18/2013 approved grants totaling \$24,000 for your project/program "Duluth Police Department's Mounted Patrol" - \$10,000 from the Morgan Fund and \$14,000 from the Community Opportunity Fund.

Enclosed please find our Grant Agreement. If these conditions are acceptable to you, please return the signed and dated document to us as soon as possible. Once the agreement has been received, a check in the amount of \$24,000 will be mailed to City of Duluth.

As we understand the term of this grant to be through 12/31/2014, please submit a Final Project Report, including all requested materials, by 2/28/2015. The form is available on our web site (www.dsacommunityfoundation.com). The report will help us determine the effectiveness of this grant.

We also request that the Community Foundation be credited for this grant in all related publicity materials and that you forward copies of those materials to us for our files. Credit lines should read, "Funded (or Funded in part) by the Morgan Fund and the Community Opportunity Fund of the Duluth Superior Area Community Foundation."

We are very pleased to be able to help you with your project and wish you continued success.

Sincerely,

Holly C. Sampson
President

Enclosures
C: Ms. Susan S. Campbell

Private giving for the public good.

"Fostering generosity, civic engagement, and inclusiveness"

Zeitgeist Arts Building • 222 East Superior Street, Suite 302 • Duluth, MN 55802

P: 218.726.0232 • F: 218.726.0257

info@dsacommunityfoundation.com • www.dsacommunityfoundation.com



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Ann Kuitonen, *Vice Chair*

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Renee M. Wachter

Anthony C. Yang

James E. Zastrow

Holly C. Sampson, *President*

**DULUTH SUPERIOR AREA COMMUNITY FOUNDATION
GRANT AGREEMENT**

The undersigned hereby agrees to the following grant conditions:

1. To use the funds only for the designated purpose as described in the grant application and subsequent grant notification letter; to notify the Duluth Superior Area Community Foundation of and obtain its consent to any substantial deviation from said grant application, to use the grant in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under; and to not use the funds for any purpose prohibited by law.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Expenses charged against this grant may not be incurred prior to the date the grant period begins or subsequent to its termination date. The grantee will return any unexpended funds to the Foundation at the close of the grant period.
3. To ensure the grant funds are not used to commit, advocate, facilitate or participate in terrorist acts, to influence legislation, to influence the outcome of any public election, or to carry on a voter registration drive.
4. To permit the Duluth Superior Area Community Foundation, at its request, to have reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
5. To return to the Duluth Superior Area Community Foundation any unexpended funds or any portion of the grant which is not used for the purposes specified herein.
6. To recognize the Duluth Superior Area Community Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
7. To submit the Final Project Report, including all requested materials, by 2/28/2015 as specified in the grant notification letter.

Name of Organization: City of Duluth
403 City Hall
411 West First Street
Duluth, MN 55802

Payee: City of Duluth
403 City Hall
411 West First Street
Duluth, MN 55802

Project Title: Duluth Police Department's Mounted Patrol

Grant Amount: \$10,000 **Fund:** Morgan Fund

Grant Number: 20130823

~~Printed Name~~

~~Signature~~

****PLEASE SEE THE ATTACHED SIGNATURE PAGE****

~~Index~~

~~XXXX~~

~Please remember that in order to promptly process your agreement and distribute funds, this form must be signed and returned to the Community Foundation within a month of the date received. An extension may be approved if necessary.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

**DULUTH SUPERIOR AREA COMMUNITY FOUNDATION
GRANT AGREEMENT**

The undersigned hereby agrees to the following grant conditions:

1. To use the funds only for the designated purpose as described in the grant application and subsequent grant notification letter; to notify the Duluth Superior Area Community Foundation of and obtain its consent to any substantial deviation from said grant application, to use the grant in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under; and to not use the funds for any purpose prohibited by law.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Expenses charged against this grant may not be incurred prior to the date the grant period begins or subsequent to its termination date. The grantee will return any unexpended funds to the Foundation at the close of the grant period.
3. To ensure the grant funds are not used to commit, advocate, facilitate or participate in terrorist acts, to influence legislation, to influence the outcome of any public election, or to carry on a voter registration drive.
4. To permit the Duluth Superior Area Community Foundation, at its request, to have reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
5. To return to the Duluth Superior Area Community Foundation any unexpended funds or any portion of the grant which is not used for the purposes specified herein.
6. To recognize the Duluth Superior Area Community Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
7. To submit the Final Project Report, including all requested materials, by 2/28/2015 as specified in the grant notification letter.

Name of Organization: City of Duluth
403 City Hall
411 West First Street
Duluth, MN 55802

Payee: City of Duluth
403 City Hall
411 West First Street
Duluth, MN 55802

Project Title: Duluth Police Department's Mounted Patrol

Grant Amount: 1,000
13,000
\$ 14,000

Fund: Community Opportunity Fund
Anonymous Friend Fund

Grant Number: 20130948

~~XXXXXXXXXX~~

~~XXXXXXXXXX~~

****PLEASE SEE THE ATTACHED SIGNATURE PAGE****

~~XXX~~

~~XXX~~

~Please remember that in order to promptly process your agreement and distribute funds, this form must be signed and returned to the Community Foundation within a month of the date received. An extension may be approved if necessary.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

PUBLIC SAFETY COMMITTEE

14-0055R

RESOLUTION AUTHORIZING THE CITY OF DULUTH POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH ST. LOUIS COUNTY TO SHARE THE COST OF A PUBLIC SAFETY GRANT COORDINATOR AND ACCEPTING REIMBURSEMENT FROM THE COUNTY IN THE AMOUNT OF 17,293.75 FOR THE YEAR 2014.

CITY PROPOSAL:

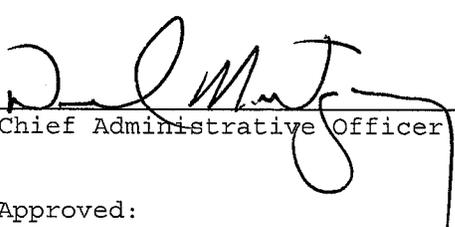
RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with St. Louis County, by and through its sheriff's office, to share the cost of providing a public safety grant coordinator for the year 2014 in the amount of \$17,293.75, said agreement to be substantially in the form of Public Document No. _____ on file in the office of the city clerk, reimbursement funds payable to Fund No. 110-160-1610-4260 (General, Police, Administration & Investigation - St. Louis County).

Approved:



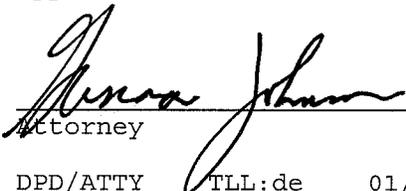
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/ATTY TLL:de 01/14/2014

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to execute an agreement pursuant to which the St. Louis County Sheriff's Office will

continue to share in the cost of funding a public safety grant coordinator position with the City, paying the City \$17,293.75 for the year 2014. This is a renewal of an agreement under which the grant coordinator will work with St. Louis County to apply for grants that may benefit St. Louis County to achieve its goals related to public safety, homeland security, emergency management and police and law enforcement.

AGREEMENT FOR PROFESSIONAL SERVICES

GRANT COORDINATOR

CITY OF DULUTH AND ST. LOUIS COUNTY

THIS AGREEMENT is by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as "City", and ST. LOUIS COUNTY, MINNESOTA, by and through its Sheriff's Office, hereinafter referred to as "County".

WHEREAS, the City is a municipal corporation and political subdivision of the State of Minnesota that provides public safety and law enforcement services within its boundaries, in part through the City of Duluth Police Department; and

WHEREAS, the County is a political subdivision of the State of Minnesota that provides public safety and law enforcement services within its boundaries through its Sheriff's Office; and

WHEREAS, the City employs a Grant Coordinator for its Police Department, hereinafter referred to as "Grant Coordinator"; and

WHEREAS, the County desires to utilize the professional services of the City's Grant Coordinator to apply for grants that may benefit the County to achieve its goals related to public safety, homeland security, emergency management, and police and law enforcement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and County agree as follows:

ARTICLE I

Scope of Professional Services

- A. Description of Work. The Grant Coordinator shall perform the services identified in the *Grant Coordinator Purpose, Functional Areas, and Job Requirements* attached hereto and made a part hereof as Exhibit A, and may provide other related professional services as agreed upon by the parties.

- B. Minimum Qualifications. The individual employed as Grant Coordinator shall have the minimum qualifications identified in Exhibit A.
- C. Work Standards. The City shall control the conduct and means of performing all work under this Agreement.
- D. Location and Equipment. All services of the Grant Coordinator shall be performed at the City's Police Department, and the City shall supply all necessary equipment to provide County the professional services described in this Agreement.

ARTICLE II

Professional Fees and Payment

In consideration of the provision of the services referenced in Article I above in an acceptable manner, the County hereby agrees to reimburse City for said services at a rate of \$17,293.75 annually to complete the services, payable immediately. All payments under this Agreement shall be made out to the City of Duluth and shall be deposited into City Fund 110-160-1610-4260.

ARTICLE III

Assignability

County and City shall not in any way assign or transfer any of their rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

This Agreement shall be deemed effective upon January 1, 2014, and shall remain in effect until December 31, 2014, unless terminated earlier as provided for herein.

ARTICLE V

Termination of Services

City or County may, by giving sixty (60) days written notice, terminate this Agreement without cause. In the event of termination all property and finished or unfinished documents and other

writings prepared by the Grant Coordinator under this Agreement shall become the property of the City, and all property and finished or unfinished documents and other writings prepared by the Gant Coordinator for the County shall become property of the County. Accordingly, both entities shall deliver same promptly to the other in the event of termination of services. The City is entitled to a pro rata share of the annual contract cost, reflecting compensation for services performed up to the date of termination of this Agreement.

ARTICLE VI

Standard of Performance

City agrees that all services to be provided to County pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type as determined by the *Grant Coordinator Purpose, Functional Areas, and Job Requirements* attached hereto as Exhibit A.

ARTICLE VII

Records and Inspection

A. Establishment and Maintenance of Records

Records of the Grant Coordinator shall be maintained by City for a period of six (6) years after receipt of final payment under this project.

B. Accounting

All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

City shall be responsible for furnishing to County records, data, and information as County may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

City shall ensure that at any time during normal business hours and as often as County may deem necessary, there shall be made available to County for examination, all of its

records with respect to all matters covered by this Agreement. City will also permit County to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, conditions of employment, and other data relating to all matters covered by this Agreement.

E. Data Practices and Confidentiality

Both City and County agree to comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13. However, all reports, data, information, documentation and material given or prepared by the City pursuant to this Agreement will not be released by the City without prior authorization from County except as required for the performance of Grant Coordinator's services or as required by law.

F. Ownership of Data

All notes, reports, records and other data prepared under this Agreement shall become the property of City upon completion or termination of the services of Grant Coordinator.

ARTICLE VIII

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Grant Coordinator as an agent, representative or employee of County for any purpose or in any manner whatsoever. Grant Coordinator shall not be considered an employee of the County. Grant Coordinator shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Worker's Compensation, Unemployment Insurance, disability pay or severance pay from County.

ARTICLE IX

Civil Rights Assurances

City and County hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE X

Rules and Regulations

City and County agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, and County and City and their respective agencies which are applicable to its activities under this Agreement.

ARTICLE XI

Notices

Notice to City or County provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City: Chief of Police
City of Duluth
2030 N. Arlington Ave.
Duluth, MN 55811

County: St. Louis County Sheriff
St. Louis County Sheriff's Office
100 North 5th Avenue West
Duluth, MN 55802

ARTICLE XII

Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XIII

Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE XIV

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XV

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

[Remainder of page left intentionally blank, signature page to follow.]

**IN WITNESS WHEREOF, the parties have caused this Agreement to be duly
executed intending to be bound thereby.**

CITY OF DULUTH, a Minnesota municipal
corporation

ST. LOUIS COUNTY, a Minnesota County

By _____
Mayor
Dated _____

By _____
Sheriff
Dated _____

Attest _____
City Clerk
Dated _____

Countersigned:

City Auditor
Dated _____

Approved as to form:

City Attorney
Dated _____

EXHIBIT A

GRANT COORDINATOR

PURPOSE: Develop and coordinate grant-funded programs and projects.

FUNCTIONAL AREAS:

1. Research and write grant applications.
 - * A. Survey and continuously monitor needs relative to available funding sources.
 - * B. Conduct meetings to identify and prioritize project needs.
 - * C. Provide information, research, analysis, written reports and recommendations to management as needed.
 - * D. Identify agencies and community organizations relevant to the grant project, and solicit their support, input, and participation as appropriate.
 - * E. Research grant-making organizations and analyze them to identify likely funding sources for specific projects and programs.
 - * F. Compile and write grant applications.
 - * G. Write or supervise writing of proposals, budgets, reports, and other ancillary materials.
 - * H. Review and edit draft applications for accuracy, completeness and clarity.
 - * I. Submit grant applications in accordance with grant requirements.
 - J. Obtain feedback for proposals that are not funded and redraft for resubmission as appropriate.

2. Manage existing grants.
 - * A. Coordinate and plan program activities to ensure program efficiency, effectiveness, and grant compliance.
 - * B. Develop internal reporting systems.
 - * C. Review project status and revenues and expenditures to ensure proper expenditures are made for grant projects.
 - * D. Resolve issues and conflict with funding agencies.
 - * E. Prepare and submit quarterly or annual reports as required by granting agencies.
 - F. Perform other related duties as assigned.

JOB REQUIREMENTS

Education & Experience Requirements

- † A. A four-year degree in a communications, business administration, social science, or other research-based field plus two (2) years of verifiable, successful grant writing experience.

Knowledge Requirements

- † A. Knowledge of research principles and methods.

- † B. Knowledge of budget development and monitoring methods.
- † C. Knowledge of the grant application process.

- † D. Knowledge of grant writing principles and techniques.

Skill Requirements

- † A. Excellent organizational skills.
- † B. Excellent written and oral communication skills.
- † C. Public speaking skills.
- † D. Computer skills including word processing, desktop publishing, and spreadsheets.

Ability Requirements

- † A. Ability to collect data, analyze findings and make recommendations.
- † B. Ability to develop, write, and implement strategic plans.
- † C. Ability to prepare concise and effective oral and written reports and presentations.
- † D. Ability to work under pressure to meet deadlines for grant application.
- † E. Ability to take initiative and to utilize innovative techniques in preparing grant applications.
- † F. Ability to establish and maintain effective working relationships with administrators, staff, funding organizations, community groups and the general public.
- † G. Ability to read, interpret and apply laws, rules, and regulations.
- † H. Ability to plan, prioritize and coordinate multiple projects.
- † I. Ability to transport, usually by lifting and carrying, materials and equipment weighing up to 25 pounds per load for presentations.
- † J. Ability to attend community meetings.
- † K. Ability to attend work on a regular basis.

*Essential functions of the position

† Job requirements necessary on the first day of employment

FINANCE COMMITTEE

14-0049R

RESOLUTION AUTHORIZING AN AGREEMENT WITH DULUTH SISTER CITIES INTERNATIONAL, INC., IN THE AMOUNT OF \$30,000.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement, substantially in the form on file in the office of the city clerk as Public Document No. _____, with Duluth Sister Cities International, Inc. (DSCI), in an amount not to exceed \$30,000, payable from Fund 258, Agency 030, Account 5436-05 (Tourism Taxes, Finance, Tourism Tax Allocation Sister Cities).

Approved:



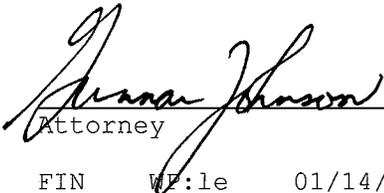
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

FIN WF:le 01/14/2014

STATEMENT OF PURPOSE: This resolution authorizes an agreement for 2014 with DSCI pursuant to which DSCI will provide services related to participation in sister city relationships including Sister Cities International, Inc.

**AGREEMENT FOR SERVICES
DULUTH SISTER CITIES INTERNATIONAL, INC.**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and Duluth Sister Cities International, Inc., a Minnesota non-profit corporation, hereinafter referred to as "Corporation".

RECITALS:

1. Sister city relationships stimulate community interest in culture, history, art and the study of foreign languages; open new dialogues with people of another culture to find unique solutions to municipal problems therefore improving the quality of life for citizens of Duluth; promote Duluth tourism; advertise the City of Duluth; provide invaluable learning and educational experiences for Duluth citizens including the areas of technology and the environment; provide an opportunity for improving local relations through working together for a common objective; promote trade and stimulate the local economy by associating local products with the city marketing name (branding); and provide doors through which Duluth's citizens can experience and come to understand other countries and their people and cultures, thus furthering global understanding and world peace.
2. The City desires to participate in sister city relationships between the City and cities of other countries in part through participation in Sister City International which participation includes international exchanges of citizen visits, correspondence, artwork, culture, music, education and technology.
3. The City desires to contract with the Corporation to provide services related to participation in sister city relationships including Sister Cities International.
4. The City has deemed it to be in the public interest to provide funding to the Corporation for these services.
5. The Corporation has represented that it is qualified to provide such services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Scope of Services

Pursuant to the terms and conditions of this Agreement, the Corporation agrees that it will provide the following services:

1. Coordinate the establishment and maintenance of official sister city relationships between the City and cities of other countries through Sister Cities International, including but not limited to Thunder Bay, Petrozavodsk, Växjö and Ohara-Isumi City.
2. Establish official contact with Duluth's Sister Cities, collect and disseminate information on these cities, and host official visits of Sister City delegations.
3. Promote cultural, historic, artistic, economic, technical and educational understanding between City and its Sister Cities; and promote citizen exchanges.
4. Provide contacts and liaison for the business community, public schools, college and universities, and other interested groups with Duluth's Sister Cities.
5. Advise the Mayor and the City Council on Duluth's sister city relationships.
6. Perform the organizing and logistical arrangement of Sister City missions.
7. The Corporation agrees that the Mayor or his/her designee who shall bear the duties and responsibilities of the Mayor (the Mayor and his/her designee hereinafter referred to as the "Delegate") shall act as the official representative of the City for any exchange to a Sister City. All out-of-state travel by elected officials shall be in accordance with the City's most current Out-of-State Travel Policy. The Corporation agrees to provide payment in advance for all costs, such as airfare, hotel, visas, etc., of Delegate travel with respect to exchanges to Sister Cities. Notwithstanding the above, the Corporation shall provide payment on a reimbursable basis for reasonable incidental expenses of Delegate travel with respect to exchanges to Sister Cities, such as food and train or bus fare, said payment to be made within 45 days of invoice by the City to the Corporation of incidental expenses, payable into Fund 110.
8. Except as otherwise provided for herein, the City's contact for purposes of this Agreement shall be the Mayor or his/her designee (the City's Agent). The City's Agent shall act as the liaison between the Corporation and the City.
9. The Corporation agrees to name the City of Duluth in all promotional materials produced by the Corporation and in any additional materials made public with regard to the activities or services provided pursuant to this Agreement.
10. All exchange protocol agreements between Duluth and its Sister Cities must be approved in writing by the Mayor or his/her designee and the Corporation.

11. The Corporation shall remain an active member of Sister Cities International and abide by the rules governing its membership. The Corporation shall preserve its existence as a duly organized Minnesota non-profit corporation, and shall further preserve all of its licenses and permits to the extent necessary to operate its affairs and to fulfill the terms of this Agreement.
12. The Corporation shall be responsible for the purchase and payment of the official City gifts and artifacts to be given by the City to a Sister City.
13. The inventory of official City-owned gifts as of the date of this Agreement is attached hereto as Exhibit A. The Corporation may request to borrow for display such official gifts and artifacts given to the City by a Sister City. The request shall be made in writing to the City's Agent and shall state the specific items requested to be borrowed and where and by whom they shall be displayed. The City's Agent in his/her sole discretion may grant or deny such request. The granting or denying of such request shall be in writing. In the event the City through its Agent makes such a loan, a listing of the gifts and artifacts so loaned shall be prepared by the City's Agent and a copy provided to the Corporation. The Corporation shall maintain and secure in a safe manner all such gifts and artifacts.

ARTICLE II

Professional Fees and Payment

City hereby agrees to compensate Corporation for costs/operational expenses incurred by it in the performance of the services hereunder in accordance with the budget related to said services attached hereto as Exhibit B (the Budget) in an amount not to exceed Thirty Thousand and 00/100th's Dollars (\$30,000), payable from Fund 258, Agency 030, Acct. 5436-05. Budget changes shall require the written approval of the City's Agent. Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as the City Auditor may reasonably request. Upon receipt of said request and the appropriate documentation, the City shall promptly reimburse the Corporation for said costs/operational expenses up to the amount set forth above.

ARTICLE III

Budget/Annual Report

On or before August 10, 2014, the Corporation agrees to provide to the City's Agent a projected budget for fiscal year 2015 related to services anticipated to be provided to the City in 2015. On or before January 31, 2015, the Corporation agrees to provide to the City's Agent an annual report of the Corporation's activities and accomplishments provided under this Agreement,

including how the funds furnished by the City were spent. The annual reports shall be in a form mutually agreed upon by Corporation and the City's Agent.

ARTICLE IV

Assignability/Subcontractors

The Corporation shall not assign or subcontract any right, duty or interest in the Agreement without the prior written consent of the City's Agent. Notwithstanding the above, the City hereby consents to the subcontracting by the Corporation for clerical services.

ARTICLE V

Term

Notwithstanding the date of execution of this Agreement, the services to be provided under this Agreement shall commence on January 1, 2014, the date of this Agreement notwithstanding, and shall terminate on December 31, 2014 unless sooner terminated as herein provided for.

ARTICLE VI

Termination of Services

City may, by giving forty-five (45) days written notice, terminate this Agreement in whole or in part without cause. In the event of termination, all reports prepared by the Corporation under this Agreement shall become the property of City and the Corporation shall promptly deliver the same to City. The Corporation shall be entitled to compensation for services properly performed by it to and including the date of termination of this Agreement, including reimbursable expenses.

ARTICLE VII

Standard of Performance

The Corporation agrees that all services to be provided to City pursuant to this Agreement shall be performed to the reasonable satisfaction of the City's Agent.

ARTICLE VIII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by the Corporation in accordance with requirements prescribed by City, in accordance with Generally Accepted Accounting Principles ("GAAP"), and with respect to all matters covered by this Agreement. Such records shall

be maintained for a period of six (6) years after receipt of final payment under this Agreement.

B. Documentation of Costs

The Corporation will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Additional Reports and Records

In addition to the report set forth in Article III, the Corporation shall be responsible for furnishing to City such statements, records, data and information as City may reasonably request pertaining to matters covered by this Agreement.

D. Independent Audit

On or before June 1, 2015, the Corporation shall submit to the City a financial audit of its prior fiscal year, in standard form, prepared by a licensed Certified Public Accountant and certified to be correct and complete.

E. Audits and Inspections

The Corporation agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, all Corporation books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for six (6) years from receipt of final payment under this Agreement. Upon twenty-four (24) hours advanced notice by the City, the Corporation shall provide all requested information. The Corporation will also permit City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. The City agrees to bear the reasonable cost of any copies of documents it requires.

F. Confidentiality of Information

All reports, data, information, documentation and material given or prepared by the Corporation pursuant to this Agreement will be confidential and will not be released by the Corporation without prior authorization from City except as required for the performance of the Corporation's services or as required by law.

G. Minnesota Data Practices Act

The Corporation acknowledges that all records maintained or required to be

maintained by this Agreement are subject to the Minnesota Government Data Practices (the "Act") and the Corporation agrees to maintain all such records in accordance with the Act and any applicable administrative rules.

ARTICLE IX

Funding Contingency

It is understood and agreed by the parties that the City shall be obligated to provide payment to the Corporation only to the extent that sufficient taxes are derived from the Food and Beverage Tax, which are designated by the City Council to be placed in Fund 258 and related funds and accounts. In the event that insufficient taxes are derived from the Food and Beverage Tax, the City shall have the right in its sole and unfettered discretion to reduce or eliminate the funding available to the Corporation under this Agreement or to terminate or otherwise modify this Agreement.

ARTICLE X

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting the Corporation or any of its officers, agents, servants or employees as an agent, officer, representative, servant or employee of City for any purpose or in any manner whatsoever. The Corporation and any officers, agents, servants or employees thereof shall not be considered an employee of City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said officers, agents, servants or employees while so engaged and any and all claims whatsoever on behalf of the Corporation arising out of employment or alleged employment, including without limitation, claims of discrimination against City, its officers, agents, servants or employees shall in no way be the responsibility of City. The Corporation and its officers, agents, servants and employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever, including, without limitation, tenure rights, medical and hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay, and PERA. Furthermore, City shall not, in any way, be responsible to defend, indemnify or save harmless the Corporation from liability or judgments arising out of the intentional or negligent acts or omissions or the Corporation while performing the work specified by this Agreement.

ARTICLE XI

Indemnity and Insurance

A. Indemnity

The Corporation agrees that it shall defend, indemnify and save harmless, City and its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of City or of the Corporation, by reason of the death of or injury to person or persons or the loss of or damage to property arising out of the Corporation's performance of its obligations under this Agreement. On ten (10) days written notice from the City, the Corporation will appear and defend all lawsuits against City growing out of such injuries or damages.

B. Insurance.

a. Corporation shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.

(1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.

(2) Public Liability and Automobile Liability Insurance with limits not less than \$1,000,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

(3) Professional Liability Insurance in an amount not less than \$1,000,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made" insurance, 60 days notice prior to any cancellation or modification shall be required; and in such event, Corporation agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

(4) City of Duluth shall be named as Additional Insured under the Public Liability and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Corporation shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Corporation to provide Certificate of Insurance evidencing such coverage with 30-days notice of

cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

(5) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.

(6) The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Corporation, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Corporation, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

c. Certificates showing that Corporation is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

d. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Corporation.

e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Agreement without at least 30 days advanced notice being given to the City.

ARTICLE XII

Civil Rights Assurances

The Corporation, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement, does hereby covenant and agree to comply with all laws relating to unlawful discrimination.

ARTICLE XVII

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XVIII

No Third Party Rights

This Agreement is to be construed and understood solely as an Agreement between the Corporation and the City and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the City and the Corporation, may be waived at any time by mutual agreement between the City and the Corporation.

ARTICLE XIX

Authority to Execute Agreement

The Corporation represents to the City that the execution of this Agreement has been duly and fully authorized by its governing body or board, that the officers of the Corporation who executed this Agreement on its behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of the Corporation on its behalf will constitute and be the binding obligation and agreement of the Corporation in accordance with the terms and conditions hereof.

ARTICLE XX

Entire Agreement, Counterparts

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be amended only by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

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

CITY OF DULUTH

**DULUTH SISTER CITIES
INTERNATIONAL, INC.**

By: _____
Mayor

By: _____
Its: _____

Attest:

By: _____
Its: _____

By: _____
City Clerk

Date: _____

Countersigned:

By: _____
City Auditor

Approved as to form:

By: _____
City Attorney

EXHIBIT A

Exhibit A	
City Owned Merchandise	
Sister City International wood plaque (dated 1995)	Duluth Sister Cities Office
1 pair miniature blue & white skis	Duluth Sister Cities Office
lg. painting of Petrozavodsk Lakewalk	Duluth Sister Cities Office
2 lg. stone statues of abstract figures	Duluth Sister Cities Office
black painted plate w/gold leaves & red berries	Duluth Sister Cities Office
round wood container w/ cover/ outside covered in bark	Duluth Sister Cities Office
beverage container w/ 6 small shot glasses	Duluth Sister Cities Office
small brown pitcher & cup/ decorated w/ painted flowers	Duluth Sister Cities Office
Large replica of Japanese Peace Bell and wagon	Duluth Sister Cities Office
Lg. brown vase with cover	Duluth Sister Cities Office
glass statue of 4 Sister Cities - All Sister Cities Festival 2004	Duluth Sister Cities Office
1 doll figure	Duluth Sister Cities Office
1 cloth	Duluth Sister Cities Office
4 Sister City Charter Plaques - 1 from each Sister City#	City Hall Council Chambers
5 Flags with Poles / 1 from each Sister City & US#	City Hall Council Chambers
Lg. red cloth wall hanging/ Peace	Duluth Sister Cities Office
Mayor's Office	
(need to confirm)	
Ohara	
framed picture of volcano	Duluth Sister Cities Office
small green iron peace bell	Duluth Sister Cities Office
framed Sister City agreement between Ohara & Duluth	Duluth Sister Cities Office
Ohara lg. fan w/fabric replica of Japanese woman	Duluth Sister Cities Office
small gold bell dated 1991	Duluth Sister Cities Office
2 gold candle sticks	Duluth Sister Cities Office
painted vase/rose on front*	Duluth Sister Cities Office
framed gold picture of cranes/gold background	Duluth Sister Cities Office
small statue of oriental woman	Duluth Sister Cities Office
painted rock/ tree scene	Duluth Sister Cities Office
gold metal headwear	Duluth Sister Cities Office
lg. wood case holding large oriental brush	Duluth Sister Cities Office
lg. glass platter/ peacocks painted on front	Duluth Sister Cities Office
small white cup w/black oriental characters	Duluth Sister Cities Office
1 each red and white painted oriental figures	Duluth Sister Cities Office
oriental cloth figure on black painted display board	Duluth Sister Cities Office
painted scene of rabbits on black display stand	Duluth Sister Cities Office
blue green and gold oriental incense burner and cover	Duluth Sister Cities Office
lg. lt. green vase/ painted w/gold & green flowers*	Duluth Sister Cities Office
lg. wooden ship	Duluth Sister Cities Office
lg. blue & gold platter	Duluth Sister Cities Office
lg. ornate oriental doll	Duluth Sister Cities Office
sword	Duluth Sister Cities Office
black vase with gold etching	Duluth Sister Cities Office
wood piece with painted characters	Duluth Sister Cities Office

gold metal headwear with black box stand	Duluth Sister Cities Office
2 oriental umbrellas	Duluth Sister Cities Office
lg. oriental painted vase	Duluth Sister Cities Office
black painted scarf on pole (2007 Official gift)*	Duluth Sister Cities Office
red ceramic vase (2008 Official gift)	Duluth Sister Cities Office
bambo vase set (2008 Official gift from Duluth's visit to Ohara)	Duluth Sister Cities Office
VAXJO	
framed agreement w/Vaxjo & Duluth	Duluth Sister Cities Office
2 small wood shields w/painted scene	Duluth Sister Cities Office
woven/painted scene of Swedish girl	Duluth Sister Cities Office
royal blue & clear glass candle holder	Duluth Sister Cities Office
royal blue glass bowl w/painted scene*	Duluth Sister Cities Office
lt. blue glass cup	Duluth Sister Cities Office
yellow/orange oval bowl	Duluth Sister Cities Office
small blue green bottle	Duluth Sister Cities Office
small orange bottle	Duluth Sister Cities Office
lt. blue/ red trim vase	Duluth Sister Cities Office
orange & black large vase*	Duluth Sister Cities Office
large orange & clear glass bowl and platter	Duluth Sister Cities Office
large platter & bowl / painted clear glass w/green & white flower	Duluth Sister Cities Office
Vaxjo large silver platter (dated 1991)	Duluth Sister Cities Office
Lg. wood candelabra with 7 gold colored candles	Duluth Sister Cities Office
Lg. clear & blue glass oval bowl	Duluth Sister Cities Office
Lg. cut glass bowl	Duluth Sister Cities Office
Lg. glass bowl with etched flowers	Duluth Sister Cities Office
Gitchi Gummi Soccer Club Trophy*	Duluth Sister Cities Office
Trophy SCSC 2005*	Duluth Sister Cities Office
Orrefors Crystal Bowl (2007 official gift)	Duluth Sister Cities Office
White Vase & 3rd In Series of Rug/wall hanging (2008 Official Gift)	Duluth Sister Cities Office
Orrefors Crystal Candle Holder (2009 Tech Visit Official Gift)	Duluth Sister Cities Office
1st & 2nd In Series of Rug/wall hanging 2009)	Duluth Sister Cities Office
May Pole & Book on Swedish Traditions (2010 Official Gift)	Duluth Sister Cities Office
Thunder Bay	
mirror/framed picture w/Sister City logos/ TB Friendship games*	Duluth Sister Cities Office
green glass statue of tree (dated 2003)*	Duluth Sister Cities Office
pair of green moccasins*	Duluth Sister Cities Office
small birch bark canoe*	Duluth Sister Cities Office
lg. Thunder Bay metal coin	Duluth Sister Cities Office
City of Thunder Bay plate	Duluth Sister Cities Office
Lg. silver metal lantern	Duluth Sister Cities Office
Very Lg. amethyst rock	Duluth Sister Cities Office
15 small amethyst rocks	Duluth Sister Cities Office
"The Gateway to the West" plaque	Duluth Sister Cities Office
Stained Glass Wall Hanging (2009 Official Gift)	Duluth Sister Cities Office

Lg. oriental painted vase	Duluth Sister Cities Office
tall white painted jar with lid	Duluth Sister Cities Office
black painted scarf on pole (2007 Official gift)	Duluth Sister Cities Office
red ceramic vase (2008 Official gift)	Duluth Sister Cities Office
bambo vase set (2008 Official gift from Duluth's visit to Ohara)	Duluth Sister Cities Office
VAXJO	
framed agreement w/Vaxjo & Duluth	Duluth Sister Cities Office
2 small wood shields w/painted scene	Duluth Sister Cities Office
woven/painted scene of Swedish girl	Duluth Sister Cities Office
royal blue & clear glass candle holder	Duluth Sister Cities Office
royal blue glass bowl w/painted scene	Duluth Sister Cities Office
lt. blue glass cup	Duluth Sister Cities Office
yellow/orange oval bowl	Duluth Sister Cities Office
small blue green bottle	Duluth Sister Cities Office
small orange bottle	Duluth Sister Cities Office
lt. blue/ red trim vase	Duluth Sister Cities Office
orange & black large vase	Duluth Sister Cities Office
large orange & clear glass bowl and platter	Duluth Sister Cities Office
large platter & bowl / painted clear glass w/green & white flower	Duluth Sister Cities Office
Vaxjo large silver platter (dated 1991)	Duluth Sister Cities Office
Lg. wood candelabra with 7 gold colored candles	Duluth Sister Cities Office
Lg. clear & blue glass oval bowl	Duluth Sister Cities Office
Lg. cut glass bowl	Duluth Sister Cities Office
Lg. glass bowl with etched flowers	Duluth Sister Cities Office
Gitchi Gummi Soccer Club Trophy	Duluth Sister Cities Office
Trophy SCSC 2005	Duluth Sister Cities Office
Orrefors Crystal Bowl (2007 official gift)	Duluth Sister Cities Office
White Vase & 3rd in Series of Rug/wall hanging (2008 Official Gift)	Duluth Sister Cities Office
Orrefors Crystal Candle Holder (2009 Tech Visit Official Gift)	Duluth Sister Cities Office
May Pole & Book on Swedish Traditions (2010 Official Gift)	Duluth Sister Cities Office
Thunder Bay	
mirror/framed picture w/Sister City logos/ TB Friendship games	Duluth Sister Cities Office
green glass statue of tree (dated 2003)	Duluth Sister Cities Office
pair of green moccasins	Duluth Sister Cities Office
small birch bark canoe	Duluth Sister Cities Office
lg. Thunder Bay metal coin	Duluth Sister Cities Office
City of Thunder Bay plate	Duluth Sister Cities Office
birch bark container with lid	Duluth Sister Cities Office
Lg. silver metal lantern	Duluth Sister Cities Office
Very Lg. amethyst rock	Duluth Sister Cities Office
15 small amethyst rocks	Duluth Sister Cities Office
"The Gateway to the West" plaque	Duluth Sister Cities Office
Stained Glass Wall Hanging (2009 Official Gift)	Duluth Sister Cities Office
Wood turned plaque "Inside the Maple Tree" by Steven Godon	Duluth Sister Cities Office
Petrozavodsk	
g. wood carved shield/ Petrozavodsk	Duluth Sister Cities Office
framed Sister City agreement w/Petrozavodsk & Duluth	Duluth Sister Cities Office
wood carved picture/ Petrozavodsk	Duluth Sister Cities Office
g. wood plate w/ blue carving of building	Duluth Sister Cities Office

Petrozavodsk	
lg. wood carved shield/ Petrozavodsk	Duluth Sister Cities Office
framed Sister City agreement w/Petrozavodsk & Duluth	Duluth Sister Cities Office
wood carved picture/ Petrozavodsk	Duluth Sister Cities Office
lg. wood plate w/ blue carving of building	Duluth Sister Cities Office
peach lg. platter (dated 2001)	Duluth Sister Cities Office
small black Petrozavodsk plate	Duluth Sister Cities Office
small green rock display (Karelia)	Duluth Sister Cities Office
small brown rock display	Duluth Sister Cities Office
brown painted statue of man	Duluth Sister Cities Office
2 scarves w/ streets of Russia	Duluth Sister Cities Office
lg. wood replica of Petrozavodsk church/ crosses on	Duluth Sister Cities Office
green bear statue	Duluth Sister Cities Office
Russian instrument w/ strings	Duluth Sister Cities Office
Lg. wooden carved bowl	Duluth Sister Cities Office
Lg. wooden carved spoon	Duluth Sister Cities Office
wood jar with cover / painted with leaves and lady bugs	Duluth Sister Cities Office
Lg. wood sheild	Duluth Sister Cities Office
Lg. carved wood plate	Duluth Sister Cities Office
Lg. platter with hand painted blue flowers (2008 Official Gift)	Duluth Sister Cities Office
Clay Plate (2009 Official Gift)	Duluth Sister Cities Office
set of (7) stacking doll figures	Duluth Sister Cities Office
tall white painted jar with lid	Duluth Sister Cities Office
birch bark container with lid	Duluth Sister Cities Office

Exhibit A (cont)	
Sister City Merchandise	Updated 11/11
Miscellaneous	Location
6 panels with Oriental calligraphy from Azuma Elementary School	Duluth Sister Cities Office
small round wood carved box & cover	Duluth Sister Cities Office
small round wood carved box & cover stamped w/Russian stamps	Duluth Sister Cities Office
2 miniature ski's blue & white	Duluth Sister Cities Office
jar of water from Russia	Duluth Sister Cities Office
"Collection Canada" Book	Duluth Sister Cities Office
small black glass box w/5 cloth oriental figures in	Duluth Sister Cities Office
Petrozavodsk wall hanging - clay village scene	Duluth Sister Cities Office
framed glass oriental picture/ on stand/gold borders	Duluth Sister Cities Office
small green iron peace bell	Duluth Sister Cities Office
small wood cutting board w/outdoor scene painted on front	Duluth Sister Cities Office
stacking dolls set/painted	Duluth Sister Cities Office
yellow/red glass apple	Duluth Sister Cities Office
Vaxjo medallion	Duluth Sister Cities Office
"Views of Vaxjo" book	Duluth Sister Cities Office
small green wood cup/painted with flowers	Duluth Sister Cities Office
small wood plaque w/warrior scene	Duluth Sister Cities Office
framed picture of 2 cranes/gold background	Duluth Sister Cities Office
oriental cloth in box	Duluth Sister Cities Office
framed art/ rose with black border frame	Duluth Sister Cities Office
framed art/picture of Russian Castle	Duluth Sister Cities Office
Lg. wood wall hanging/ Ohara/ curved piece of wood/carved and painted	Duluth Sister Cities Office
framed picture of volcano	Duluth Sister Cities Office
lg. gold key/ Republic of China in wood box	Duluth Sister Cities Office
lg. gold key / Taipai in cloth covered box	Duluth Sister Cities Office
marble plaque from Taiwan	Duluth Sister Cities Office
boxed set/ Profile in Slides/ The Republic of China	Duluth Sister Cities Office
Book on China	Duluth Sister Cities Office
lg wood plaque from Mayor of Taiwan/ Republic of China	Duluth Sister Cities Office
lg wicker mat	Duluth Sister Cities Office
Sister City doll	Duluth Sister Cities Office
25 Duluth News Tribune umbrellas dated February 19, 1994	Duluth Sister Cities Office
roll of tickets	Duluth Sister Cities Office
pancake griddle	Duluth Sister Cities Office
Russian typewriter	Duluth Sister Cities Office
3 misc. paintings	Duluth Sister Cities Office
30 Glass Sister Cities mugs	Duluth Sister Cities Office
4 Christmas trees and decorations for each sister city	Duluth Paper - Fred & Anita Rouse
Ohara	
lg. round wood painted wall hanging	Duluth Sister Cities Office
5 lg. lanterns	Duluth Sister Cities Office
10 boxed small paper lanterns	Duluth Sister Cities Office
6 small paper lanterns	Duluth Sister Cities Office
6 med. paper lanterns	Duluth Sister Cities Office
2 boxed bells / painted figure on each	Duluth Sister Cities Office
wood statue	Duluth Sister Cities Office
writing book	Duluth Sister Cities Office
19 small toys/gifts / trinkets	Duluth Sister Cities Office
2 wind chime sets	Duluth Sister Cities Office
4 card cases	Duluth Sister Cities Office

1 Casio watch	Duluth Sister Cities Office
1 sm. Volcano painting on board	Duluth Sister Cities Office
1 set of 2 wood paddles/ painted	Duluth Sister Cities Office
1 wall hanging w/ figure of Japanese girl/ made of cloth	Duluth Sister Cities Office
box with oriental cloth	Duluth Sister Cities Office
2 small oriental bags with drawstrings	Duluth Sister Cities Office
16 oriental napkins/ placemats	Duluth Sister Cities Office
4 table runners/ scarves	Duluth Sister Cities Office
5 painted wall hangings	Duluth Sister Cities Office
3 table cloths	Duluth Sister Cities Office
2 kimonos	Duluth Sister Cities Office
2 lg. decorative cloth banners with fringe	Duluth Sister Cities Office
1 oriental pillow	Duluth Sister Cities Office
1 kimono top	Duluth Sister Cities Office
2 tall oriental cat figures/ painted	Duluth Sister Cities Office
2 sm fans	Duluth Sister Cities Office
paddle with cloth Oriental figure	Duluth Sister Cities Office
lg wood fan	Duluth Sister Cities Office
5 lg. scrolls w/ paintings and oriental figures on	Duluth Sister Cities Office
lg. wod round container	Duluth Sister Cities Office
4 Oriental books in boxes	Duluth Sister Cities Office
1 neck tie	Duluth Sister Cities Office
framed picture of Oriental man	Duluth Sister Cities Office
29 fold up fans	Duluth Sister Cities Office
5 masks	Duluth Sister Cities Office
5 flat bamboo fans	Duluth Sister Cities Office
cloth wall hanging on poles	Duluth Sister Cities Office
7 misc. painted cloth & wood art pieces	Duluth Sister Cities Office
1 lantern	Duluth Sister Cities Office
1 boxed set of 2 mirrors and stands	Duluth Sister Cities Office
1 boxed set of 4 small gold plates	Duluth Sister Cities Office
1 boxed set of fan w/Oriental cloth figure on it	Duluth Sister Cities Office
1 very ornate red kimono	Duluth Sister Cities Office
1 wicker vase	Duluth Sister Cities Office
24 Ohara pins	Duluth Sister Cities Office
34 Sister City Pins	Duluth Sister Cities Office
2 painted paper wall hangings	Duluth Sister Cities Office
2 ornate rose petal papers	Duluth Sister Cities Office
2 Oriental paintings	Duluth Sister Cities Office
1 kimono OBI and belt	Duluth Sister Cities Office
Box of Japanese items (writing materials, fans, decorations gift items, et	Duluth Sister Cities Office
VAXJO	
95" x 58" Vaxjo cloth flag	Duluth Sister Cities Office
5 Swedish Tiles	Duluth Sister Cities Office
4 pkgs. Swedish napkins	Duluth Sister Cities Office
small doll	Duluth Sister Cities Office
Books: "The Emigrants" by Vilhelm Moberg	Duluth Sister Cities Office
"Unto A Good Land" by Vilhelm Moberg	Duluth Sister Cities Office
"The Last letter Home" by Vilhelm Moberg	Duluth Sister Cities Office
2 American Swedish Handbooks	Duluth Sister Cities Office
1 Swedish Cookbook	Duluth Sister Cities Office
8 books "Views of Vaxjo"	Duluth Sister Cities Office
8 Misc. Swedish Books	Duluth Sister Cities Office
CD's : 14 CD #1 by Everts Kvintett	Duluth Sister Cities Office
15 CD #2 by Everts Kvintett	Duluth Sister Cities Office
2 Swedish tapes	Duluth Sister Cities Office

6 CD's on Vaxjo	Duluth Sister Cities Office
4 CD's Swedish music	Duluth Sister Cities Office
10 "Classically Cool" CD's by Hubert Szymczynski	Duluth Sister Cities Office
16 Vaxjo Manskor CD's "Smaland"	Duluth Sister Cities Office
THUNDER BAY	
beaver fur	Duluth Sister Cities Office
City of Thunder Bay plate in box	Duluth Sister Cities Office
book "Performance" by George Campbell	Duluth Sister Cities Office
silk cloth flag	Duluth Sister Cities Office
PETROAZVODSK	
wood framed leather picture	Duluth Sister Cities Office
clay with bark wall hanging	Duluth Sister Cities Office
3 cloth aprons	Duluth Sister Cities Office
cloth appliance cover	Duluth Sister Cities Office
painted with wood frame/ woven picture of outdoors scene	Duluth Sister Cities Office
wood round wall hanging/ painted with outdoor scene	Duluth Sister Cities Office
4 painted spoons	Duluth Sister Cities Office
1 small bowl painted	Duluth Sister Cities Office
2 painted sticks	Duluth Sister Cities Office
wood necklace	Duluth Sister Cities Office
5 hockey medallion sets	Duluth Sister Cities Office
2 small cloths	Duluth Sister Cities Office
5 wood key chain figures / painted	Duluth Sister Cities Office
7 Russian coins	Duluth Sister Cities Office
1 wood bear with ball / toy	Duluth Sister Cities Office
296 pins, trinkets, tokens	Duluth Sister Cities Office
15 black and white photos of Russia by Oleg Semerenko	Duluth Sister Cities Office
77 Russian postcard sets	Duluth Sister Cities Office
Books: "Paintings in the Heritage" by Colin Eisler	Duluth Sister Cities Office
"Kalevala"	Duluth Sister Cities Office
5 "Petroskoi" books	Duluth Sister Cities Office
"Valamo" book	Duluth Sister Cities Office
"Petrozavodsk in the Anniversary Year"	Duluth Sister Cities Office
11 large Russian books	Duluth Sister Cities Office

Exhibit A (cont)			
Sister City Office Equipment			Updated 11/11
Description	Qty	Serial #	Location
2 drawer file cabinet	2		Duluth Sister Cities Office
3 drawer file cabinet	2		Duluth Sister Cities Office
4 drawer file cabinet	2		Duluth Sister Cities Office
Black & Decker coffee maker	1		Duluth Sister Cities Office
Buffalo Tera station	2		Duluth Sister Cities Office
Canon P200- DH III adding machine	1		Duluth Sister Cities Office
Chairs (1/2 belong to Public Arts)	24		Duluth Sister Cities Office
Compaq monitor V700	1	014CH24AJ669	Duluth Sister Cities Office
Easel	1		Duluth Sister Cities Office
Electric pencil sharpener - X-Acto	1		Duluth Sister Cities Office
Fax machine	1	HP 1020	Duluth Sister Cities Office
Gateway computer	1	36131095	Duluth Sister Cities Office
Gateway keyboard	1	5H05102243B	Duluth Sister Cities Office
Gateway mouse	1	PID HC5380E030L P/N 931206 A000	Duluth Sister Cities Office
GE Microwave	1	69-87E00511-012491	Duluth Sister Cities Office
Glass Office Desk	1		Duluth Sister Cities Office
HP Color Laser Jet Copier-Printer CM2320fxiMFP	1		Duluth Sister Cities Office
HP Color Laser Jet Printer 2600n	1	CNHC77C2VJ	Duluth Sister Cities Office
HP Deskjet 990cxi Professional Series (Gave Back to Parks & Rec)	1	MY243192N8	Left at Parks & Rec Bldg.
HP Laserjet 4L (Gave Back to Parks & Rec)	1	USBB615961	Left at Parks & Rec Bldg.
Intel Laptop Computer - Lenova T60	1	Product ID 195IVSL	Duluth Sister Cities Office
Kettle Express Electric Pot	1		Duluth Sister Cities Office
LG Computer	1	0201Uo9C18290	Duluth Sister Cities Office
Lumix Digital Camera & Charger	1		Duluth Sister Cities Office
Metal Shelving Unit	5		Duluth Sister Cities Office
Microsoft Keyboard	1	17700506315	Duluth Sister Cities Office
Microsoft Mouse	1	X802382-022PID56180	Duluth Sister Cities Office
Miscellaneous Craft Supplies			Duluth Sister Cities Office
Miscellaneous Office Supplies			Duluth Sister Cities Office
Miscellaneous Paper Products			Duluth Sister Cities Office
Money box	6		Duluth Sister Cities Office
Moving Dolly	1		Duluth Sister Cities Office
NEC Monitor	1	8X500097TA	Duluth Sister Cities Office
Office Chair	3		Duluth Sister Cities Office
Office desk	2		Duluth Sister Cities Office
Panasonic Phone	2		Duluth Sister Cities Office
Paper Cutter	1		Duluth Sister Cities Office
Pedestals (Various sizes)	17		Duluth Sister Cities Office
Sister Cities Banner	1		Duluth Sister Cities Office
Sony Trinitron Monitor	1	CPD G220R 80964975N	Duluth Sister Cities Office
Tables (1/2 belong to Public Arts)	6		Duluth Sister Cities Office
View Sonic Projector	1	QXJ082701558	Duluth Sister Cities Office
Whirlpool Refrigerator	1		Duluth Sister Cities Office
Wood Bookshelf	1		Duluth Sister Cities Office
Wood Computer Desk	1		Duluth Sister Cities Office

Exhibit A (cont)

Sister City Owned Merchandise

Located at Duluth Sister Cities Office

Updated 11/11

Flags	US	Japan (Ohara)	Sweden (Vaxjo)	Canada (Thunder Bay)	Russia (Petrozavodsk)	Total
Size						
5 x 4 Black Pole	37	51	59	60	62	269
5 x 4 Wood Pole	7	27	12	15	12	73
12 x 9		1	2	2	2	7
17 x 12 Black Pole	2	2				4
17 x 12 Wood Pole	2	2	2	2	2	10
24 x 16	2					2
35 x 23		4	4	4	4	16
58 x 35	3	4	4	5	5	21
60 x 42			1			1
68 x 47	1	1		1	1	4
71 x 35				2		2
96 x 59		1	1	1	1	4
Large Flags	1	1	1	1	1	5
Poles & Stands						4
Small wood stands						114
Small plastic stands						72
Large Poles & Stands						5

EXHIBIT B

EXHIBIT B

Duluth Sister Cities International 2014 City of Duluth Budget	
Accounting Fees	\$ 464.00
Contract Services	\$17,000.00
Occupancy	\$6,000.00
Insurance	\$2,000.00
Telephone/Internet	\$1,836.00
Postage	\$400.00
Supplies	\$500.00
Printing/Copying	\$700.00
Dues	\$1,100.00
Delegations	\$2,000.00
Total	\$30,000.00

FINANCE COMMITTEE

14-0058R

RESOLUTION APPROVING BUDGET AND COST SHARING FORMULA OF
MINNEAPOLIS-DULUTH/SUPERIOR AND PASSENGER RAIL ALLIANCE
AND AUTHORIZING PAYMENT OF CITY'S COST SHARE OF
\$12,500.

CITY PROPOSAL:

RESOLVED, that the city council hereby approves the 2014 budget and cost sharing formula for the Minneapolis-Duluth/Superior passenger rail, a copy of which is on file in the office of the city clerk as Public Document No. _____, as required by paragraph V-E of the joint powers agreement on file as City Agreement No. 20580.

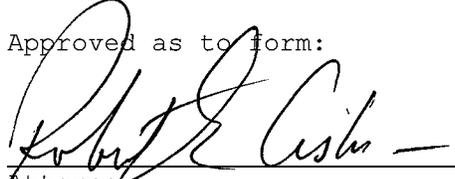
FURTHER RESOLVED, that the proper city officials are hereby authorized to pay the city's share of the rail alliance's 2014 budget in the amount of \$12,500 in conformance with Section VI-A of City Agreement No. 20580, said sum to be payable from Tourism Tax Fund 258-Finance 030-Tourism Tax Allocation Rail Alliance 5436-09.

Approved:



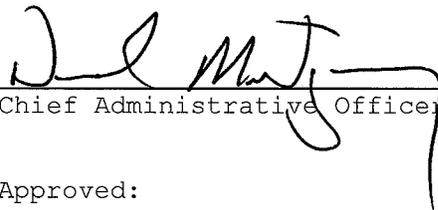
Department Director

Approved as to form:



Attorney

Approved for presentation to council:



Chief Administrative Officer

Approved:



Auditor

STATEMENT OF PURPOSE: This resolution approves the 2014 budget and cost sharing formula for the Minneapolis-Duluth/Superior passenger rail alliance and authorizes payment of the city's share of the alliance's cost for 2014 in the amount of \$12,500.00.

Passenger Rail Alliance Funding Formula
 FY 2014 Member Contribution

	Base Percent	Station Percent	Total Percent	Weighted Votes	FY 2014
Hennepin	18	7.0	25	4	\$25,000
St Louis & Lake	18	7.0	25	4	\$25,000
Minneapolis	12.5		12.5	2	\$12,500
Duluth	12.5		12.5	2	\$12,500
Mille Lacs Band of Ojibwe	12.5		12.5	2	\$12,500
Isanti	3	3.25	6.25	1	\$6,250
Rice <small>11/20/13 will not participate 2014</small>	3	3.25	6.25	1	\$6,250
Total	79.5	20.5	100	16	\$100,000

2014 formula based upon a \$202,000 budget and using \$102,000 from unassigned funds

PURCHASING & LICENSING COMMITTEE

14-0056R

RESOLUTION AUTHORIZING A CONTRACT WITH SUIT, LLC, FOR OFFICE SPACE LAYOUT, DESIGN, AND COORDINATION SERVICES FOR AN AMOUNT NOT TO EXCEED \$45,000.

CITY PROPOSAL:

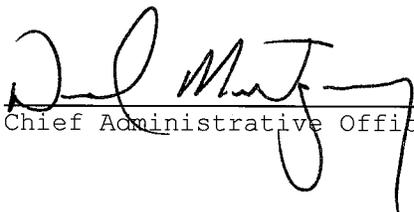
RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with Suit, LLC, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, for office space layout, design and coordination services in the phase one remodeling of Duluth city hall, first floor and part of fourth floor, in accordance with city-approved plans and specifications, and the consultant's proposal of \$45,000, dated December 15, 2013, terms net 30, payable from the Capital Improvements Fund 450, Dept./Agency 025 (Stimulus Act ARRA), Object 5520 (Buildings & Structures), Project CP2009-0929b, 2009 Capital Projects, city hall remodeling.

Approved:



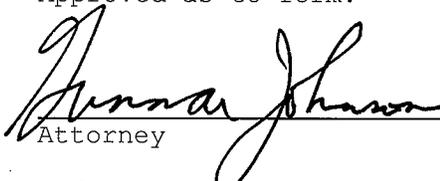
Department Director
Purchasing Agent 

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

STATEMENT OF PURPOSE: This resolution approves a contract with Suit, LLC, for office space layout, design and coordination services, for the first phase of the Duluth city hall remodeling project to include first floor and part of 4th floor, for an amount not to exceed \$45,000.

Project work consist of the design of work spaces per the master plan, coordination of moves, identification of and working with existing furniture, meeting with the project team, and prioritizing with facilities management.

The consultant Suit, LLC, is located on Haines Road in Duluth.

Requisition 14-0136

AGREEMENT FOR PROFESSIONAL SERVICES

SUIT, LLC & CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), is made by and between the **CITY OF DULUTH**, a municipal corporation under laws of the State of Minnesota, hereinafter referred to as "City," and **SUIT, LLC, 4007 Haines Road, Duluth, Minnesota 55811**, a Minnesota corporation, hereinafter referred to as "Consultant," for the purpose of rendering services to the City.

WHEREAS, the Consultant is an architectural design consulting firm; and

WHEREAS, the City desires to utilize the Consultant's expertise and *office space layout, design and coordination services in the Phase I Remodeling of Duluth City Hall First Floor and Part of 4th Floor*; and

WHEREAS, Consultant has represented that it is qualified and willing to perform services set forth in its proposal.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Scope of Professional Services

Consultant agrees that it will, at the direction of and in cooperation with the City's Property and Facilities Manager, perform all services in accordance with its proposal (**the "Proposal"**), dated **December 15, 2013, attached hereto as Exhibit "A,"** and incorporated herein by reference. In the event of any conflict between the terms of the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

II. Professional Fees and Payment

In consideration of the provision of the services referenced in Article I above, City hereby agrees to reimburse Consultant for said services as set forth on Exhibit A up to a maximum of **Forty-Five-Thousand and no 100 dollars (\$45,000.00)** inclusive of all costs and expenses, payable from the Capital Improvements Fund 450, Dept. /Agency 025 (Stimulus Act ARRA), Object 5520 (Buildings & Structures 5520), Project CP2009-0929b – 2009 Capital Projects, City Hall remodeling, Vendor Code 7420, Requisition 14-0136. All Services provided shall be at the rates set forth in the attached Consultant's Proposal. All bills for services rendered shall be submitted monthly to the City's Property & Facilities Manager and shall be accompanied by such documentation as the City shall reasonably request. Upon receipt of said request and the appropriate documentation, the City shall reimburse Consultant up to the amounts set forth above.

III. General Terms and Conditions.

A. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement including contract price shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

B. Assignment. Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City.

C. Data and Confidentiality.

1. Establishment and Maintenance of Records

Records shall be maintained by Consultant in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

2. Reports and Information

Consultant shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.

3. Audits and Inspections

Consultant shall ensure that at any time during normal business hours and as often as City may deem necessary, there shall be made available to City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Confidentiality of Information

All reports, data, information, documentation and material given or prepared by the Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from City except as required for the performance of Consultant's services or as required by law.

6. Ownership of Data

Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

D. Standard of Performance.

Consultant agrees that all services to be provided to the City pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for the

provisions of services of this type.

E. Contract Period.

1. Consultant shall commence performance of this Agreement upon the execution thereof and performance shall be completed by **June 30, 2015**, unless terminated earlier as provided within.
2. The City may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved of payment of any fees with respect to the services of Consultant which gave rise to such breach.

F. Independent Contractor.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.
2. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
3. Contractor expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

G. Indemnity.

Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims

resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

H. Insurance.

1. Consultant shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.
 - (a) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
 - (b) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (c) Professional Liability Insurance in an amount not less than **\$1,500,000** Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 30 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
 - (d) **City of Duluth shall be named as Additional Insured** under the Public Liability and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
 - (e) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate

and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.

(f) The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms: 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

2. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Consultant, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Consultant, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
3. Certificates showing that Consultant is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
4. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Consultant.
5. The certificates shall provide that the policies shall not be changed or canceled during the life of this Agreement without at least 30 days advanced notice being given to the City.

I. Laws, Rules and Regulations.

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

J. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

K. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

City:

City of Duluth

Attn: Erik Birkeland
Property & Facilities Manager
Facilities Management
1532 West Michigan Street
Duluth, MN 55806

Consultant

Suite, LLC

Attn: Rose Sorensen
President
4007 Haines Road
Duluth, MN 55811

L. Force Majeure.

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

M. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

N. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

O. Counterparts

This Agreement may be amended only by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their officers, duly authorized.

CITY OF DULUTH

SUIT, LLC

By

Mayor

By

Company Representative

Attest:

City Clerk

Date: _____

Its

Title of Representative

Date:

Approved as to form:

City Attorney

Department Director

Purchasing Agent

EXHIBIT A
Consultant's Proposal



4007 Haines Road
Duluth, MN 55811

Office: 1.218.722.7204
FAX: 1.218.727.2633
E-Mail: rose@suitllc.com

ESTIMATE

Prepared For:

Erik Birkeland
City of Duluth
Facility Management
1532 West Michigan Street
Duluth, MN 55806

Date	Client Code	Project #	Sub-Account
12/15/2013	DCH13	130234	M-01

Project: Duluth City Hall Building / Remodeling Project - Phase I

Line	Qty	Unit	Description	Unit Price	Net Total
1	1.0	Lot	Design Services: (Non-Taxable) Phase I : 1st Floor and part of 4th Floor Design work spaces per master plan; Coordinate moves; identify & work with existing furniture; Meetings w/ Project Team; prioritize per Facility Mgmt. Time & Expenses to be billed monthly at the following rates: Labor: Regular: \$95 per Hour Overtime & Holiday: \$142.50 per Hour Mileage: Duluth: No Charge Other: Current Mileage Rate Parking: Duluth: No Charge Other: 100% of Actual Travel Expenses: Lodging: 100% (not to exceed GSA Max. per Month) Meals: 100% (not to exceed GSA Max. per Month)		\$ 45,000.00
2	0.0	Lot	Sales Tax: MN (Lines 1 @ 6.875%) (Non-Taxable) Design of Existing Space & Product is Non-Taxable	\$ 45,000.00	\$ -
3	0.0	Lot	Sales Tax: Duluth (Lines 1 @ 1%) (Non-Taxable) Design of Existing Space & Product is Non-Taxable	\$ 45,000.00	\$ -
Total Estimate					\$ 45,000.00

Terms:

- 1) A Valid Purchase Order (or signature & date below) is required prior to starting the project
- 2) Payment for additional design and consulting will be based on \$90 per hour plus expenses.
- 3) Estimate is valid for 30 days.
- 4) Invoice balance(s) are due upon receipt and will be submitted monthly.
- 5) A 10% late fee will be assessed on any unpaid balance after 30 days.
- 6) It is the responsibility of the Client to ensure all approved designs are sound Architecturally, Electrically, and Mechanically, including HVAC, Ergonomics, Information Technology and so forth.
- 7) It is the Responsibility of the Client to ensure design compliance to all governing codes and regulations.
- 8) Field measurements and data collected is limited to what is visible and readily accessible at the time it is taken; the Client is responsible to make sure the field information is accurate & to provide information for 'hidden' items, which are relevant to the design.
- 9) Applicable taxes will be added to the Total unless proof of Tax Exempt status is provided prior to invoicing.
- 10) Receipt of a Purchase Order, signature (below) and/or payment, constitutes agreement to these terms, the project scope and the Contract for Services

Authorized Signature & Title

Date

PERSONNEL COMMITTEE

14-0059R

RESOLUTION ESTABLISHING A PROCEDURE FOR SELECTING A CANDIDATE TO FILL THE VACANCY OF THE SECOND DISTRICT COUNCIL SEAT OF PATRICK BOYLE.

BY COUNCILOR GARDNER:

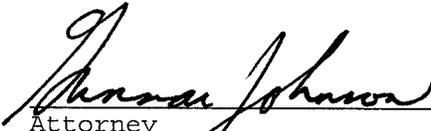
RESOLVED, that the city council desires to establish a procedure for selecting a candidate for the Second District council seat previously held by Patrick Boyle as follows:

(a) Candidate applications shall be immediately available in the city clerk's office and must be submitted to the city clerk by 4:30 p.m. on January 31, 2014;

(b) The city council shall conduct interviews with applicants on February 6, 2014 at 5:00 p.m. in the city council chambers. At a special council meeting on February 10, 2014, each councilor shall rank their top three candidates with #1 receiving three points, #2 receiving two points and #3 receiving one point. Councilors will submit their selections to the city clerk who will tabulate them by the end of the special council meeting on February 10, 2014. The top three candidates will then be voted on by the council and the candidate receiving a majority vote shall be appointed to the vacant Second District seat;

(c) If in the event the council president determines that the council is not able to agree upon a candidate using the process described above, the council shall proceed to ranked choice voting to select a winner.

Approved as to form:



Attorney

CCREQ/ATTN SG:GBJ:cjh 1/16/2014

STATEMENT OF PURPOSE: This resolution establishes a procedure by which the city council shall select a candidate for the Second District council seat formerly held by Patrick Boyle.

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

14-0057R

RESOLUTION GRANTING AN INTERIM USE PERMIT FOR ADAPTIVE REUSE OF A LOCAL HISTORIC LANDMARK AT 819 N 18TH AVENUE E (STACEY DIMBERIO).

CITY PROPOSAL:

RESOLVED, that:

(a) The city council hereby grants Stacey Dimberio an interim use permit to operate a dance studio and arts center ("personal service and repair, small - less than 10,000 sq. ft." on Table 50-19.8 in the Duluth City Code) located at 819 N 18th Avenue E and as described by the following:

Lots 13, 14, 15, and 16, Block 4, Park Drive Division; Lot 16, Block 3, Park Drive Division; and Lot 16, Block 28, Highland Park Addition to Duluth; and

(b) Minnesota Statutes Section 462.3597 authorizes the city to issue an interim use permit that allows a use to exist until a specified date or until an amendment to this chapter authorizes or prohibits that use; and

(c) Section 50-20.7 of the Duluth City Code allows for adaptive reuse of local historic landmarks under the interim use permit process; and

(d) This property is under consideration as a local historic landmark and has a preservation plan approved by the Heritage Preservation Commission; and

(e) Applicant held a neighborhood meeting on November 17, 2013; and

(f) The city council finds that a time limit is needed to protect the public health, safety and welfare from potential longer term impacts of the requested use at this location; and

(g) The interim use permit shall remain in effect for up to ten years following the effective date of this resolution; and

(h) Pursuant to Section 50-20.7 and Section 50-37.10 of the Duluth City Code, 1959, as amended, the applicant applied for an interim use permit and the application was duly referred to the city planning commission (PL 13-163); the commission gave due notice of public hearing and considered the application during a public hearing occurring on January 14, 2014; and

(i) The city planning commission, at their regular meeting on January 14, 2014, considered the application's consistency with the use specific standards for adaptive reuse and the criteria for granting interim use permits and voted to recommend approval of an interim use permit for a dance and arts center ("personal service and repair, small") subject to the conditions listed below; and

FURTHER RESOLVED, that an interim use permit for the subject property, is approved subject to the following conditions:

(a) Property be designated as a local historic landmark and follow the approved preservation plan. No expansion to the building shall be allowed; and

(b) The interim use permit be in effect for a period of 10 years. Applicant may apply for a subsequent interim use permit at the end of that time; and

(c) The facility will not be open before 6:00 am or after 10:00 pm; and

(d) Any alterations to the approved plans that do not alter major elements of the plan may be approved by the land use supervisor without further planning commission approval; however, no such administrative approval shall constitute a variance from the provisions of Chapter 50; and

(e) If either of the parking lots (adjacent to the church and across 18th Avenue E) is rebuilt or reconstructed, such lots must conform to all applicable UDC standards; and

(f) Applicant agrees that:

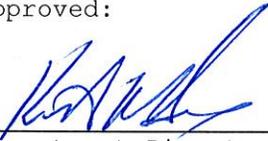
(1) Approval of the permit will not result in increased costs to the city if the property is later acquired by the city through eminent domain; and

(2) The use will be terminated at the applicant's expense on the date(s) stated in the permit; and

(3) The termination of the interim use as stated in the permit will create no rights to a nonconforming use and no rights to compensation for termination of the use or for the value of any structures or improvements related to the use.

to the use.

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PC/PLNG JRM:bel 01/16/2014

STATEMENT OF PURPOSE: This resolution grants to Stacey Dimberio an interim use permit for a dance and arts center at 819 N 18th Avenue E. This is classified in the Unified Development Chapter as a "personal service and repair, small - less than 10,000 sq. ft." Property has been nominated as a local historic landmark, and the Heritage Preservation Commission approved a preservation plan for the property in December 2013. The interim use permit remains in effect for ten years.

On January 14, 2014, the City Planning Commission held a public hearing on the proposal, heard testimony from citizens, and voted 8 yeas, 0 nays, and 0 abstentions, with 1 commissioner absent, to recommend that the City Council approve the interim use permit with conditions.

Request filed: December 10, 2013
Action deadline: April 9, 2014

Petitioner:

Stacey Dimberio
2676 Centerline Road
Duluth, MN 55804
218-728-6080
cursta@cpinternet.com

PL 13-163



CITY OF DULUTH
Planning Division

411 W 1st St, Rm 208 * Duluth, Minnesota 55802-1197
Phone: 218/730.5580 Fax: 218/723-3559

STAFF REPORT

File Number	PL 13-163	Contact	Jenn Reed Moses, jmoses@duluthmn.gov	
Application Type	Interim Use Permit	Planning Commission Date	January 14, 2014	
Deadline for Action	Application Date	December 10, 2013	60 Days	February 8, 2014
	Date Extension Letter Mailed	January 2, 2014	120 Days	April 9, 2014
Location of Subject	819 N 18th Avenue E			
Applicant	Stacey Dimberio	Contact	cursta@cpinternet.com, 218-728-6080	
Agent		Contact		
Legal Description	010-3720-00520, 010-2220-02940			
Site Visit Date	N/A	Sign Notice Date	December 31, 2013	
Neighbor Letter Date	December 31, 2013	Number of Letters Sent	94	

Proposal

Applicant plans to use the former Chester Park United Methodist Church for a dance and arts center. A dance studio, and similar uses such as a fitness center, is classified as "Personal service and repair, small (less than 10,000 square feet) in UDC Table 50-19.8.

	Current Zoning	Existing Land Use	Future Land Use Map Designation
Subject	R-1	Church	Traditional Neighborhood
North	R-1	Residential	Traditional Neighborhood
South	R-1	Residential	Traditional Neighborhood
East	R-1	Residential	Traditional Neighborhood
West	R-1	Residential	Traditional Neighborhood

Summary of Code Requirements (reference section with a brief description):

UDC Sec. 50-37.10.B ... Council shall make a decision to adopt, adopt with modifications or deny the application based on the criteria in subsection C below. The ... Council may impose appropriate conditions and safeguards, including but not limited to financial security pursuant to Section 50-37.1.P, a development agreement regarding the design, construction, and operation of the special use, to protect the Comprehensive Land Use Plan, to conserve and protect property and property values in the neighborhood and to ensure that all conditions of the special use permit will continue to met.

UDC Sec. 50-37.10.E ... the Council shall only approve an interim use permit, or approve it with conditions, if it determines that:
1. A time limit is needed to protect the public health, safety and welfare from potential longer term impacts of the requested use in that location or to allow the city time to develop a regulation addressing the potential longer term impacts of the requested use in that location; 2. The applicant agrees to sign a development agreement with the city confirming that (a) approval of the permit will not result in increased costs to the city if the property is later acquired by the city through eminent domain; (b) the use will be terminated at the applicant's expense on the date(s) stated in the permit, (c) the termination of the interim use as stated in the permit will create no rights to a nonconforming use and no rights to compensation for termination of the use or for the value of any structures of improvements related to the use, and (d) the applicant agrees to all conditions imposed by the city. No interim use permit shall be issued until a development agreement confirming these points is executed.

UDC Sec. 50-20.7 ... Adaptive Reuse of a Local Historic Landmark

Comprehensive Plan Findings (Governing Principle and/or Policies) and Current History (if applicable):

Governing Principle #1 - Reuse previously developed lands. This includes adaptive reuse of existing building stock.
Governing Principle #8 - Encourage mix of activities, uses, and densities

Future Land Use - Traditional Neighborhood: Characterized by grid or connected street pattern, houses oriented with shorter dimension to the street and detached garages, some with alleys. Limited commercial, schools, churches, and home-businesses. Parks and open space areas are scattered through or adjacent to the neighborhood. Includes many of Duluth's older neighborhoods, infill projects and neighborhood extensions, and new traditional neighborhood areas.

Current History: In December 2013, Council approved UDC amendments allowing for adaptive reuse of local historic landmarks. Property has been recommended by the HPC for designation as a local landmark and is expected to be approved by Council in January 2014.

Discussion (use numbered or bullet points; summarize and attach department, agency and citizen comments):

Staff finds that:

- 1.) In 2012, the Chester Park United Methodist Church merged with another and decided to sell the building at 819 N 18th Avenue E. The building, built in 1928, has been nominated as a local historic landmark (see attached preservation plan which has been approved by HPC) and is therefore eligible to be used for a dance studio/art center ("personal services and repair, small") of up to 10,000 square feet.
- 2.) Applicant proposes to use the building as an art center, including exercise, art classes, music lessons, and small community performances. No building renovations are needed.
- 3.) Per UDC Section 50-20.7 (Adaptive Reuse), any use that is permitted in the MU-N district is eligible for this Interim Use Permit. Personal services and repair, small, is a permitted use in MU-N; however, a theater use is not. Therefore, any performances must be ancillary to its use as a dance studio (i.e. a dance recital). Independent theater productions are not included as part of this Interim Use Permit.
- 4.) The building has a total of 8,366 square feet and provides 46 parking spaces. This is more than the maximum allowed by the UDC, but as the parking is already in place, it will be allowed to remain as nonconforming lots. The lot across 18th Avenue E from the church building is also nonconforming regarding the drive aisle widths. If the lot is ever repaved or reconstructed, it should conform to UDC standards in place at the time of construction.
- 5.) A neighborhood meeting was held on November 17 with approximately 20 neighbors. According to the applicant, all in attendance were in favor of using the building as a dance studio.
- 6.) Interim uses are allowed for a specific period of time. Staff recommends that this permit be granted for a period of 10 years. This is longer than the recommended time for uses such as a vacation dwelling unit; we recognize that applicant's investment in this property is significant and will require a longer time to recoup costs. Ten years is also an appropriate timeframe to reevaluate any neighborhood impacts.
- 7.) The proposed use as an art center is not expected to alter the essential character of the neighborhood.
- 8.) No other public, agency, or City comments were received.
- 9.) UDC 50-37.1.N states that an approved Interim Use Permit will expire if the project or activity authorized by the permit is not begun within 1 year.

Staff Recommendation (include Planning Commission findings, i.e., recommend to approve):

Based on the above findings, Staff recommends that Planning Commission recommend approval of the Interim Use Permit, with the following conditions:

- 1.) Property be designated as a local historic landmark and follow the approved preservation plan. No expansion to the building shall be allowed.
- 2.) The Interim Use Permit be in effect for a period of 10 years. Applicant may apply for a subsequent Interim Use Permit at the end of that time.
- 3.) The facility will not be open before 6:00 am or after 10:00 pm.
- 4.) Any alterations to the approved plans that do not alter major elements of the plan may be approved by the Land Use Supervisor without further Planning Commission; however, no such administrative approval shall constitute a variance from the provisions of Chapter 50.

Attachments (aerial photo with zoning; future land use map; site plan; copies of correspondence)



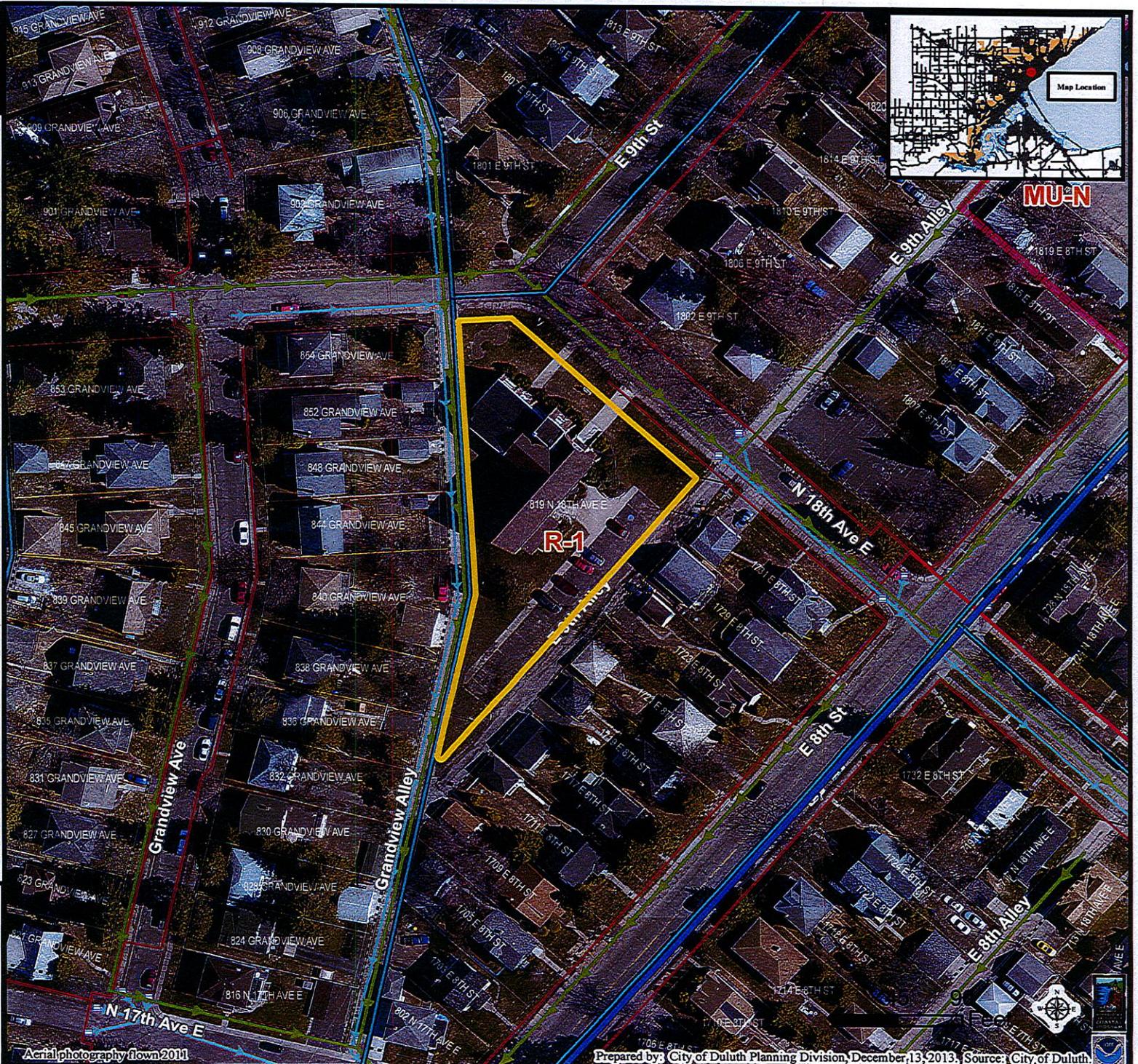
City Planning

PL 13-163
Interim Use Permit
819 N 18th Ave E



MU-1N

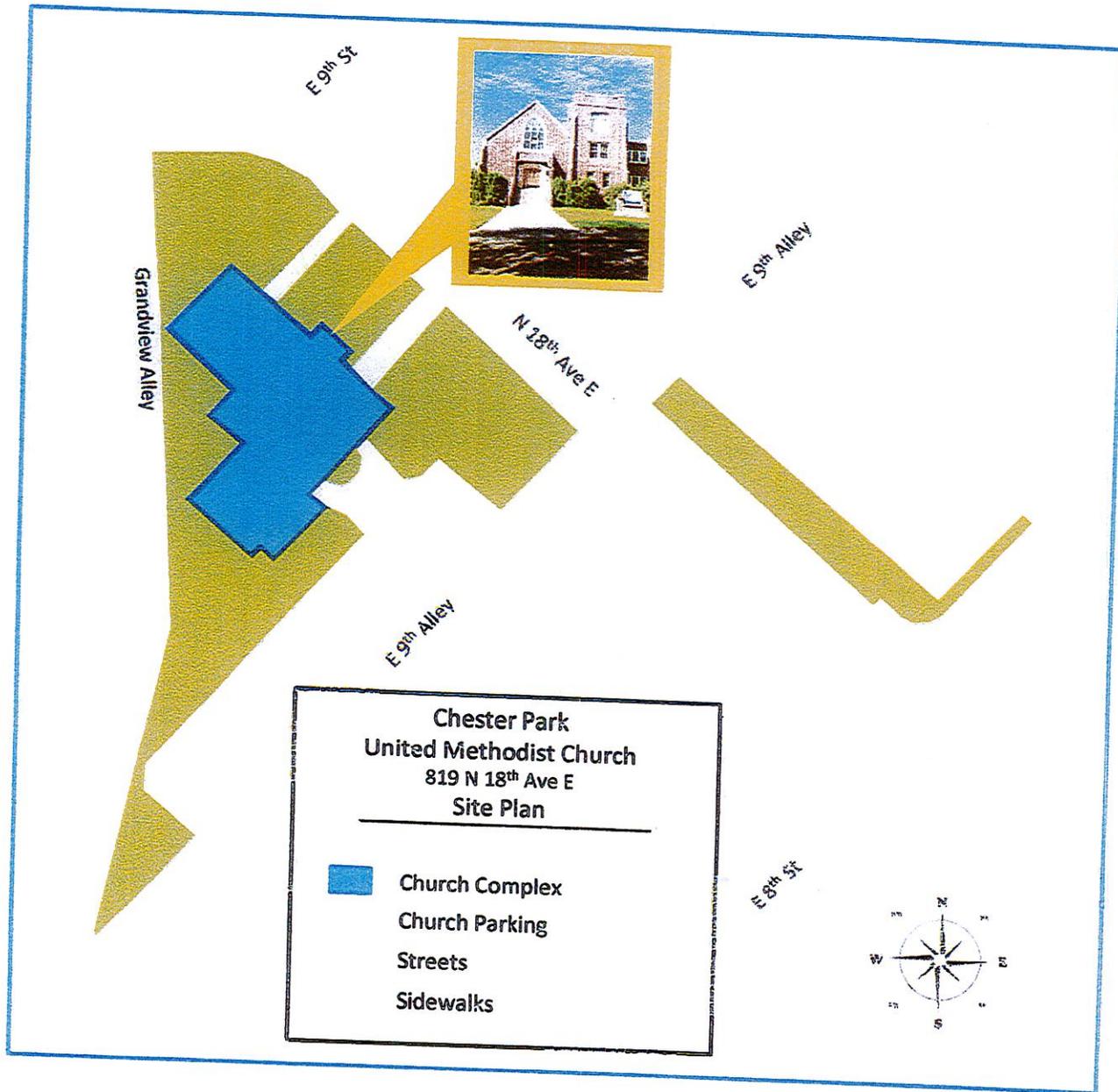
- Legend**
- Zoning Boundaries
 - Stream Type**
 - Trout Stream (GPS)
 - Other Stream (GPS)
 - Water Distribution System**
 - 30 - 60" Water Pipe
 - 16 - 24" Water Pipe
 - 4 - 6" Water Pipe
 - Sanitary Sewer Collection System**
 - Sanitary Sewer Collector
 - Sanitary Sewer Interceptor
 - Sanitary Sewer Forced Main
 - Storage Basin
 - Pump Station
 - Gas Distribution Main**
 - 8" - 16" Gas Pipes
 - 4" - 6" Gas Pipes
 - 0" - 4" Gas Pipes
 - Storm Sewer Collection System**
 - Storm Sewer Pipe
 - Storm Sewer Catch Basin
 - Discharge_Points
 - Right-of-Way Type**
 - Road or Alley ROW
 - Vacated ROW
 - Easement Type**
 - Utility Easement
 - Other Easement
 - Shoreland Overlay Zone**
 - Cold Water
 - Natural Environment
 - General Development
 - Floodplain Type**
 - General Flood Plain
 - Flood Way
 - Flood Fringe



Aerial photography flown 2011

Prepared by: City of Duluth Planning Division, December 13, 2013, Source: City of Duluth.

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.



Long Range plan:

As an art center the long range goal would be to offer exercise, art classes, music and vocal lessons. The ultimate goal would be incorporating music, art and dance, into small community performances. The building will remain an "Art Center" and any additional uses would have to fit with the vision of a neighborhood community Art Center.

Neighborhood impact:

The biggest impact on the neighborhood will be the increased traffic. Traffic flow will be heaviest at class change time which is usually on the hour. In most cases it is adult drivers dropping off/picking up children. With 2 parking lots, parking congestion should not be an issue. Many families carpool. I am willing to work with neighbors, and customers to maintain the integrity of the neighborhood and ensure the safety of all. It is very important to Stacey that at all times "The Art Center" will be a family friendly environment and a good neighbor.

Neighborhood response:

A neighborhood meeting to answer questions and address any concerns was held on November 17th.

Stacey Dimberio, Reverend David Bard, and Patrick Boyle attended the meeting. Approximately 20 neighbors came. All in attendance were in favor of turning the Church into a dance studio. No concerns were expressed by any of the people attending. The neighborhood was excited to see the building reused, happy it would not be torn down, and happy it would not be turned into college housing. Ideas about using the space for neighborhood gatherings play groups and adult exercise were suggested to Stacey.

(See attached comments)

Conclusion:

It is with great hope that this Interim Permit be approved for the longest period of time available. Once this building is purchased for the purpose of use as "a Dance /Arts Center", I would like to see it as an asset to the community for many years.

Reasons for this request:

Stacey Dimberio is in the process of purchasing the Chester Park United Methodist Church. The plan is to receive historical Designation for the building. With adaptive reuse, turn the Historically Designated property into the location of her 28 year old business Stacey's Studio of Dance Education.

It was under the guidance of the City planning office that these steps were to be taken to be able to reuse this beautiful historic building as a Dance Arts Center.

Site plan: (see attached)

There are no plans to alter the building site, parking or outdoor space. A preservation plan (attached) is in place to make sure the outside of the building will be historically preserved. No new buildings or backlit signage will be added.

Business Explanation:

Stacey's Studio of Dance Education, owned by Stacey Dimberio has been in business in the Duluth area for 28 years. Currently there are 228 students ranging in ages from 3-adult that participate weekly in this program. Classes are offered in Ballet, Pointe, Tap, Jazz and Hip- Hop

Stacey truly sees dance as an art form and loves to share her love of dance with all of her students. She has been renting space for over 20 years and is excited to have the opportunity to own her own "art space" and be able to provide more artistic opportunities for the community.

Business Hours:

Currently the studio is open from September-June with classes 4 nights a week during the after school hours from 3:00-9:00p.m.

Limited classes are offered during the summer months and on weekends.

The long range plan would be to be able to offer some day classes for adults, preschool and home school students. Expanding classes offered to include music, art, exercise, and a small performance venue.

The business will not be open before 6:00 am or after 10:00p.m.

PRESERVATION PLAN
CHESTER PARK UNITED METHODIST CHURCH HERITAGE PRESERVATION LANDMARK

I. INTRODUCTION

The following preservation plan contains design review guidelines which will serve as a basis for the Duluth Heritage Preservation Commission's permit review decisions with regard to The Chester Park United Methodist Church Preservation Landmark. These guidelines define the acceptable means by which the building's unique physical appearance can be preserved and enhanced through rehabilitation, restoration, or new construction.

The guidelines will be interpreted with flexibility depending on the particular merit of the proposed changes and their impacts on the portion of the building under review. Consideration will be given to the availability of historic building materials. When applying the guidelines, the Commission will also consider the economic impacts of the design requirements. Decisions of the Heritages Preservation Commission are subject to appeal to the City Council within ten days of written notice of the decision by any party aggrieved by the Commission's decision.

II. AREAS TO BE PRESERVED

- A. South, north, and east and exterior building facades.
- B. Entrance stairways, walks, approaches; and grounds on the south, north, east and west sides of the building.
- C. Stained Glass Windows in sanctuary

III. NEW CONSTRUCTION

New construction refers generally to any new addition to the building. The basic principle for new construction with the Chester Park United Methodist Preservation Landmark is to maintain the scale and character of the present building. In this case, any such addition would need to provide height, massing, setback, materials, and rhythm compatible to the original building. Guidelines for new construction focus on general rather than specific design elements as follows:

- A. Setback-Siting.
In general, new construction should match the setback of the original building.
- B. Massing, volume, and height.
Any new construction should conform to the massing of the original structure respecting the height, volume, and scale of adjacent structures.
- C. Roofs, Caps and Cornices.

New roof, cap and/or cornice design should replicate the style of roof and materials of the original structure.

D. Materials and Detail.

Any new construction should match the bricks of the existing building.

E. Windows and Doors.

Windows should relate to those of the existing building in terms of solid to opening ratios, distribution of window openings, and window setback from the wall surface. The proportion, size, and detailing of windows and doors in any new construction should restore the appearance of the original façade and relate to that of the existing building.

IV. RESTORATION AND REHABILITATION

In general, the United States Secretary of the Interior's Recommended Standards for Historic Rehabilitation shall be followed (see Attachment A). In addition, the following standards shall be applied:

A. Masonry and Walls.

1. Original masonry and mortar shall be retained whenever possible without application of waterproofing, water repellent coatings or surface consolidation treatments unless these treatments are absolutely required to solve a specific technical problem.
2. Where necessary, repair or replacement of deteriorated materials should be made with new material that duplicates the old as closely as possible.
3. To preserve the life of building materials, masonry should be cleaned only when necessary to halt deterioration or to remove graffiti and stains. The gentlest method shall be used, such as the use of low pressure water or approved chemical solutions.
4. The original or early color and texture treatment of masonry surfaces should be retained wherever possible.
5. When repointing, old mortar shall be duplicated in composition, color and texture and be duplicated in joint size, profile type, and method of application in order to preserve the original appearance.

B. Roofs, Cornices, and Details.

1. The material of the existing roof should be matched when in need of repair.

2. All historic craftsmanship, detailing and decorating features that give the roof its essential character should be preserved or restored. Similar material shall be used to repair or replace deteriorating or missing architectural elements.

C. Windows and Doors.

1. Existing window and door openings shall be retained. Whenever possible, original windows and doors and their hardware shall be repaired for reuse.
2. A missing or non repairable original window or door should be replaced with a window or door that has an appropriate profile.
3. Replacement of windows and doors with new stock windows, sashes or doors shall not be allowed if they require alteration of the frame opening or if the size of the window panes, sash or door cause changes in the scales and original proportions of the building.
4. Infilling of window openings is generally not acceptable.
5. Plastic or metal awnings and fake shutters should not be allowed. Shutters are inappropriate for this building.
6. Heating and air conditions should be installed in such a manner as to not damage window and door frames or require the removal of the original doors or windows.
7. Storm windows and doors should be selected to be compatible with the character of the building and shall not damage window and door frames or require the removal of the original windows or doors. Exterior storm windows should be appropriate in size and color and should be operable.

V. SIGNS AND ACCESSORIES

Signs shall be compatible with the character of the building. Signs should not conceal architectural detail, clutter the building's image, or distract from the unity of the façade.

- A. **Materials:** sign materials shall complement materials of the existing building. Surface design elements shall not distract from or conflict with the structure's age and/or design.
- B. **Type Styles:** the type styles used to letter the signboard shall enhance the building's design and materials. Type styles should also be compatible with types from the period of the buildings construction.
- C. **Method of Attachment:** painted signs may be permissible on glass windows and doors. The façade shall not be damaged in sign installation except for minor attachment.

D. Lighting: In general the use of backlighting on signage is not acceptable. The location of exterior lights shall be appropriate to the individual structure. Subdued lighting is preferred. There shall be no flashing, blinking, moving or varying intensity lighting, fixtures shall relate to the historic period of the building's construction/

VI. DEMOLITION

The Heritages Preservation Commission is charged with reviewing permit applications for demolition or structures under Duluth City Code, Chapter 28A, Article II, Sec. 28A-5; Duluth City Code, Chapter 10, Article II, Sec. 10.3; and Duluth City Code, Chapter 10, Article III, Sec. 10-4.

In general, demolition of the Chester Park United Methodist Church Heritage Preservation Landmark will be discouraged. In the event that a building is over 50% destroyed by fire or an act of God, demolition may be permitted.

VII. AREAS NOT TO BE PRECERVED

- A. The auxiliary parking Lot located across the street from the church will not be preserved
- B. The existing sign dates back to the 1980s and was not a part of the original plan therefore; it does not need to be historically preserved.

**UNITED STATES SECRETARY OF THE INTERIOR'S
RECOMMEND STANDARDS FOR HISTORIC PRESERVATION PROJECTS**

The secretary of the interior has developed standards for preservation projects as well as guidelines for applying them to activities from acquisition through rehabilitation and even reconstruction when necessary. The standards are used as the official criteria by which work on National Register historic properties is evaluated and eligibility for federal tax credits is certified.

- (1) Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
- (2) The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
- (3) All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
- (4) Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
- (5) Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site shall be treated with sensitivity.
- (6) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
- (7) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
- (8) Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.
- (9) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character or property, neighborhood or environment.

(10) Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

PUBLIC WORKS & UTILITIES COMMITTEE

14-0016R

RESOLUTION AUTHORIZING APPLICATION TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FOR WATER STREET FROM 21ST TO 23RD AVENUES EAST.

CITY PROPOSAL:

THE CITY COUNCIL FINDS:

(a) That the city of Duluth is undertaking a project to construct the Lakewalk on Water Street between 21st Avenue East and 23rd Avenue East in 2017;

(b) The estimated cost for design and construction of this portion of the Lakewalk is \$312,942. Federal transportation alternative funds are currently programmed for construction in 2017. The Minnesota department of transportation has grant monies available through its transportation alternative program that are intended for on- and off-road pedestrian and bicycle facilities and other alternative transportation projects;

(c) To receive this money, the city must submit the transportation alternative application to the Arrowhead regional development commission.

RESOLVED, that the proper city officials are hereby authorized to submit an application to the Minnesota department of transportation for funding of the Lakewalk on Water Street as described in the application.

FURTHER RESOLVED, that the city of Duluth has the legal authority to apply for the money, and the financial, technical and managerial capacity to ensure proper construction, operation and maintenance of the project for no less than 20 years.

FURTHER RESOLVED, that the city of Duluth estimates the grant amount to be \$185,447, and is available on an 80 percent/20 percent local matching basis and has matching funds available.

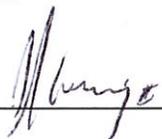
FURTHER RESOLVED, that if the city of Duluth is awarded a grant by the Minnesota department of transportation, the city of Duluth agrees to accept the grant award and may enter into an agreement with the state of Minnesota for the above referenced project. The city of Duluth will comply with all applicable

laws, environmental requirements and regulations stated in the grant agreement.

FURTHER RESOLVED, that the city council of the city of Duluth names the fiscal agent for the city of Duluth for this project as:

Wayne Parson
City Auditor
City of Duluth
411 West First Street
Duluth, MN 55802

Approved:



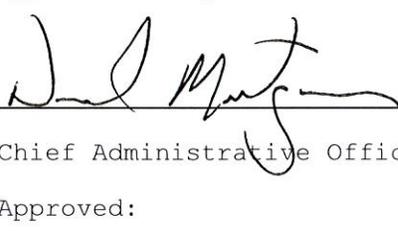
Department Director

Approved as to form:



Attorney

Approved for presentation to council:



Chief Administrative Officer

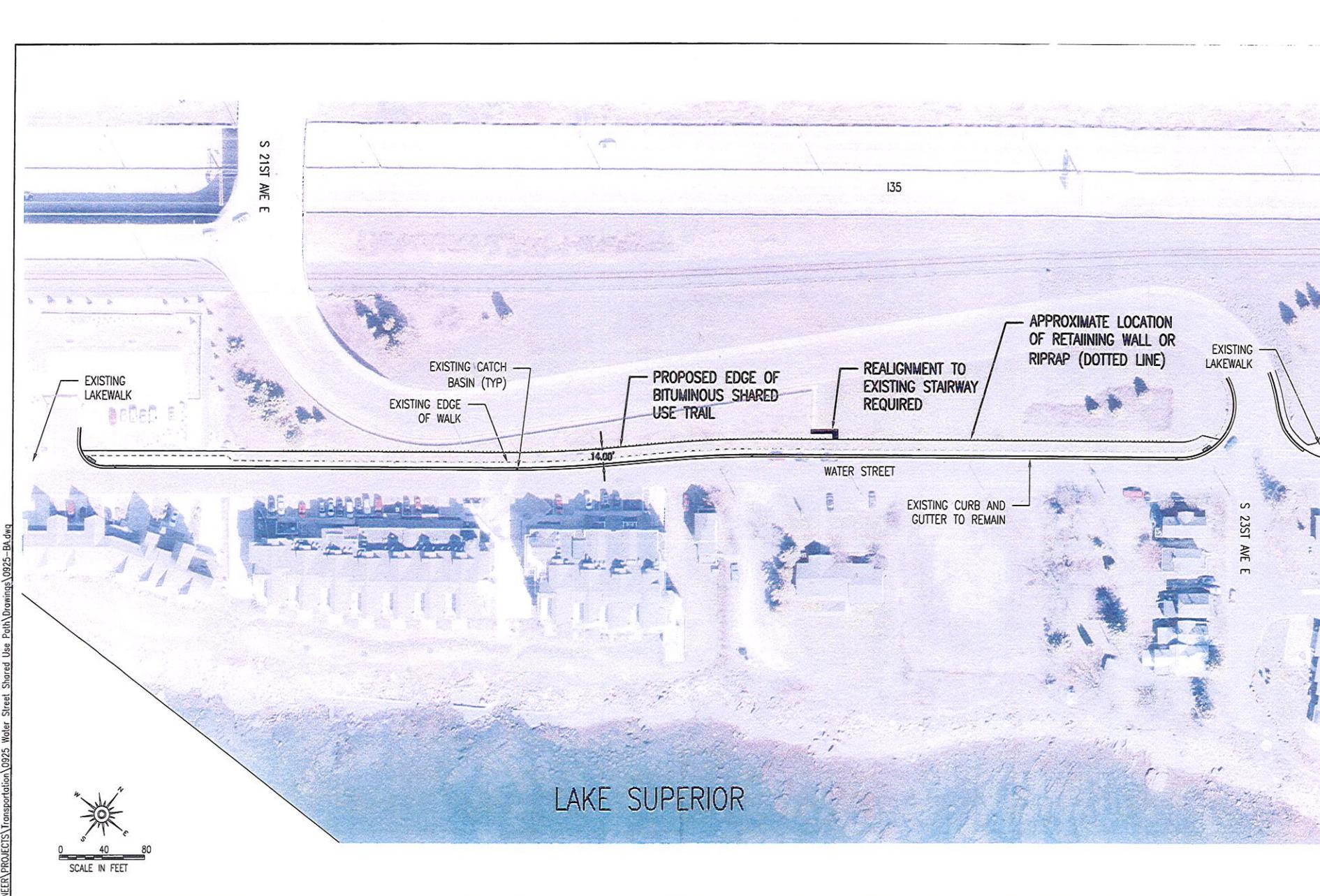
Approved:



Auditor

ENG CJV:jh 1/2/2014

STATEMENT OF PURPOSE: This resolution will authorize submission of an application to the Minnesota Department of Transportation for the construction of the Lakewalk on Water Street behind the existing curb. The city's matching funds will be payable from Capital Improvement Fund 450, city project no. 0925TR. These funds are eligible as a match for federal grants.



I:\PW\ENGINEER\PROJECTS\Transportation\0925 Water Street Shared Use Path\Drawings\0925-Bk.dwg

CERTIFIED BY: X	REG. NO.: X	REVISION	LAKEWALK ENHANCEMENT APPLICATION, WATER ST (21ST TO 23RD AVE E.)	DRAWN BY: SCA
SIGNATURE: _____	DATE: DECEMBER 11, 2013		CITY OF DULUTH	LAYOUT
			CITY PROJECT NO.: 0925TR	STATE AID PROJECT NO.: 000-000-000
				SHEET NO. 1 OF 1

PUBLIC WORKS & UTILITIES COMMITTEE

14-0047R

RESOLUTION AMENDING RESOLUTION 13-0593, ADOPTING LICENSE, PERMIT, FINE, PENALTY AND OTHER CHARGES FOR 2014, TO AMEND THE MISCELLANEOUS PERMIT - OCCUPY OR OBSTRUCT STREET OR SIDEWALK - BASE FEES PER DAY PER SQUARE FOOT OF AREA.

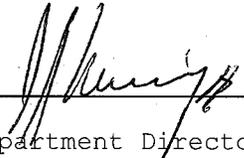
CITY PROPOSAL:

CITY PROPOSAL:

RESOLVED, that Resolution 13-0593 adopting license, permit, fine, penalty and other charges for 2014, be amended by amending the miscellaneous permit - occupy or obstruct street or sidewalk - base fees per day per square foot of area, effective immediately.

Public Works & Utilities		
Fee Name	Previous Fee	New 2014 Fee
Occupy or obstruct street or sidewalk - base fee per day per square foot of area (downtown)	\$.13 per month	\$.0043 per day
Occupy or obstruct street or sidewalk - base fee per day per square foot of area (residential)	\$.07 per month	\$.0023 per day

Approved:



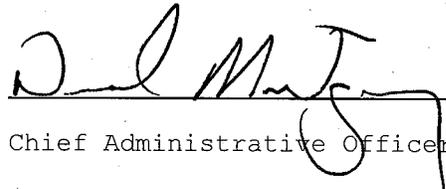
Department Director

Approved as to form:



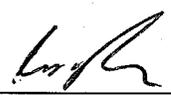
Attorney

Approved for presentation to council:



Chief Administrative Officer

Approved:



Auditor

ENG CJV:jh 1/9/2014

STATEMENT OF PURPOSE: This resolution amends Resolution 13-0593 regarding the miscellaneous permit - occupy or obstruct street or sidewalk - base fee per day per square foot of area. The rate per month was erroneously revised to a rate per day without the equivalent adjustment to the rate for ease of software programming. The new rate is the prior monthly rate divided by 30 days.

PUBLIC WORKS & UTILITIES COMMITTEE

14-0052R

RESOLUTION AUTHORIZING THE 2012 ROAD AND BRIDGE DISASTER RELIEF BOND GRANT 03787 AND ACCEPTING A GRANT FROM THE MINNESOTA STATE TRANSPORTATION FUND FOR ENGINEERING AND CONSTRUCTION OF BRIDGE NO. 88547 LOCATED BELOW THE DULUTH ARMORY BUILDING IN THE AMOUNT OF \$319,537.20.

CITY PROPOSAL:

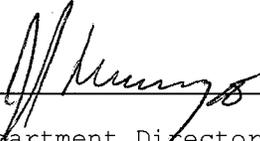
RESOLVED, that the city of Duluth has applied to the commissioner of transportation for a grant from the Minnesota state transportation fund for the construction of Bridge No. 88547 located below the Duluth Armory building, city project no. 1226.

FURTHER RESOLVED, that the grant has been approved and that the amount of the grant is \$319,537.20.

FURTHER RESOLVED, that the city of Duluth agrees to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.50, subdivision 5, clause (3), and will pay any addition amount by which the cost exceeds the estimate, and will return to the Minnesota state transportation fund any amount appropriated for the project but not required. The proper city officials are hereby authorized to execute a grant agreement concerning the above referenced grant. Grant monies shall be deposited into Disaster Recovery Fund 225, Department/Agency 125 (Finance), Division 1803 (Roads and Bridges), Object 5403 (Street Repair and Maintenance), city project 1226, S.P. 118-193-002, flood

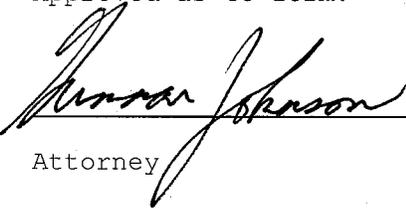
site no. 536.

Approved:



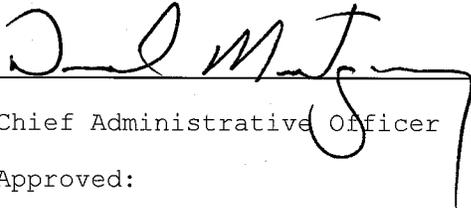
Department Director

Approved as to form:



Attorney

Approved for presentation to council:



Chief Administrative Officer

Approved:



Auditor

ENG PTM:jh 1/14/2014

STATEMENT OF PURPOSE: This resolution will authorize a grant agreement with the Minnesota Department of Transportation for a construction grant in the amount of \$319,537.20 for the construction of Bridge No. 88547 located below the Duluth Armory building, city project no. 1226, S.P. 118-193-002. Bids for this project were opened on October 30, 2013, and the project was awarded to Utility Systems of America, Inc. on November 12, 2013. In accordance with the terms and conditions of the grant, the city agrees to pay any amount by which the cost exceeds the estimate.



MEMO

State Aid for Local Transportation Division

Mail Stop 215, 5th Floor
395 John Ireland Boulevard
St. Paul, MN 55155-1899

Fax: 651 366-4880

November 26, 2013

Cindy Voigt
Duluth City Engineer

Re: SAP 118-193-002.

Based on the Abstract of Bids for the project listed above funding has been approved as follows:

\$638,148.80	Federal Funds
159,537.20	Flood Fund - Acct #266
<u>160,000.00</u>	Flood Fund - Acct#266 Engineering
\$957,686.00	Total

The State Transportation Fund Grant Agreement needs to be prepared with a resolution inserted. The resolution must state the amount of the grant, the project number as listed above, and agree to pay any costs in excess of this grant.

Your MnDOT Agreement Number, provided in the initial funding letter, should be referenced in the upper right hand corner of this grant agreement. Submit three original copies of the grant agreement for approval to Patti Loken, M.S. 500 at the above address. The template for the agreement and a sample resolution can be found on the State Aid website under SA Programs/Local Bridge Replacement Program.
http://dot.state.mn.us/stateaid/sa_localbridgereplace.html. No bond funding can be paid to you until the agreement is executed.

Thank you.

Sincerely,

Sandra Martinez
State Aid Finance

cc: DSAE
Patti Loken, State Aid Programs Engineer
File

RECREATION, LIB & AUTHORITIES COMMITTEE

14-0053R

RESOLUTION AUTHORIZING JOINT POWERS AGREEMENT WITH THE STATE OF MINNESOTA, IN AN AMOUNT NOT TO EXCEED \$5,000, FOR THE REMOVAL AND PROPER DISPOSAL OF SUSPECTED EMERALD ASH BORER INFESTED ASH TREES.

CITY PROPOSAL:

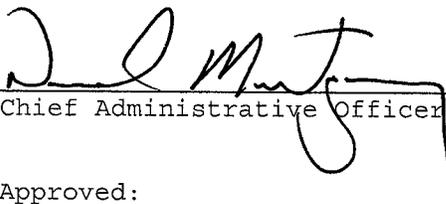
RESOLVED, that the proper city officials are hereby authorized to execute a joint powers agreement, substantially the same as that on file in the office of the city clerk as Public Document No. _____, with the state of Minnesota, department of agriculture for the removal and disposal of suspected emerald ash borer infested trees and portions of trees through June 30, 2014; and accept reimbursement for said services in an amount not exceed \$5,000, funds to be deposited in fund number 110-121-1217-2145-4654 (General Fund - Park Maintenance).

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

MAINT/ATY GBJ:de 01/14/2014

STATEMENT OF PURPOSE: This resolution authorizes a joint powers agreement with the State of Minnesota, Department of Agriculture pursuant to a grant from the

Environmental and Natural Resources Trust Fund, under which agreement the city shall perform services to remove and properly dispose of suspected emerald ash borer infested trees and portions of trees within the city through June 30, 2014. The City of Duluth will accept reimbursement for these services in an amount not to exceed \$5,000.

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its commissioner of agriculture ("State") and the City of Duluth ("Governmental Unit").

Recitals

Under Minn. Stat. § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of removal and proper disposal of suspected emerald ash borer (EAB) infested ash trees and portions of trees in the City of Duluth. There are ash trees that will require sampling during the non-flight season for emerald ash borer, to contribute to a study on detection methods for EAB. The Department of Agriculture has received a grant from the Environmental and Natural Resources Trust Fund with funding to reimburse the City of Duluth to perform this needed service.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** November 1, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2014, with an option to extend 2 additional years if approved by all parties or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

1. The Governmental Unit agrees to furnish and transport all labor, equipment, and materials necessary to remove, provide for sampling and then proper disposal of indicated branches and trees as designated by the State. The Governmental Unit will also obtain all necessary insurance, licenses, permits, payment of fees, taxes and administration associated with the performance of this work.
2. The Governmental Unit agrees to have on-site supervisory personnel present at the work site while the work is being performed. The State and the Governmental Unit will identify the branches and trees to be removed by size and number. General work will include and the Governmental Unit agrees to:
 - a) Remove ash trees or portions of ash trees as designated by the State.
 - b) Provide samples of ash trees or portions of ash trees that the State can sample for the presence of EAB.
 - c) Grind out each tree stump to 10" below grade and remove all of the surrounding surface roots within 36" of the circumference of the existing tree stump. Excavate and backfill the stump hole(s) with soil so that it is even with the surrounding terrain. However, stumps in natural areas do not need to be removed and can simply be cut close to grade.
 - d) Pick up and dispose of all fallen branches in areas of tree, yard and surrounding areas. Clean, sweep, and restore to the condition existing prior to the removal operations all areas of paving, lawns, walkways, sidewalks, fixtures, fences, etc. that have been damaged, dirtied, altered or displaced by the tree, or stump removal work. All debris shall be removed from the site.
 - e) Transport all tree(s), stump(s) and chipped material and debris to closest disposal site or as directed by the State.
 - f) Trees and branches will be removed using acceptable industry practices for such removal. Governmental Unit agrees that driveways and alleys are not to be blocked with generated tree or stump debris beyond the time to complete required work on that site.
 - g) The Governmental Unit agrees to perform the work with due care taking precautions against injury to persons, damage to property and interference with vehicular or pedestrian traffic. The

Governmental Unit agrees to take necessary precautions to ensure the safety of all persons engaged in the work of this contract. The Governmental Unit agrees to protect against damage to all existing trees, plants, grass, vegetation and other fixtures.

- h) The Governmental Unit will be responsible for notifying the public utility companies (i.e. telephone, electric, gas, and cable) when needed to ensure the safe removal of the tree to avoid causing fires, shocks or sparks damage to wires, cables, poles, boxes or other equipment owned or operated by the public utility companies. The Governmental Unit will also be responsible for notifying the utility companies as to when service can be restored and to cooperate with the utility companies to ensure service is restored prior to nightfall each day.
- i) The Government Unit agrees that equipment, ladders, saws, chippers and tools will not be left unattended. On a nightly basis all equipment and tools will be stored in such manner to ensure that residents and the public do not have access to them.

3 Payment

The State will pay for the total work, plus applicable tax, upon completion of services and receipt of invoice by the Government Unit pursuant to M.L. 2013, Chp.52, Sec. 2, Subd.06cA for the period of 11/1/2013 thru 6/30/2014 up to \$5,000 including tax.

The total obligation of the State under this agreement will not exceed \$5,000.

4 Authorized Representatives

The State's Authorized Representative is Kimberly Thielen Cremers, State CAPS Program Coordinator, Plant Protection, 625 Robert St W, St Paul, MN 55108, 651-201-6549, kimberly.tcremers@state.mn.us, or his/her successor.

The Governmental Unit's Authorized Representative is Dale Sellner, Buildings & Grounds Maintenance Supervisor, 110 N 42nd Ave W, Duluth MN 55806, (218) 730-4303 dsellner@duluthmn.gov, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Liability

The Governmental Unit will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

7 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this agreement if federal grant funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Sinda K Rowley

Date: 11/18/13

CFMS Contract No. A- 71410 3(4)10281

2. GOVERNMENTAL UNIT - CITY OF DULUTH

By: _____

Title: Mayor

Date: _____

~~By:~~ _____

Title: City Clerk

~~Date:~~ Countersigned: _____

City Auditor

Approved as to form:

City Attorney

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

Distribution:
Agency
Governmental Unit

CFMS Contract No. _____

State's Authorized Representative - Photo Copy

PUBLIC WORKS AND UTILITIES COMMITTEE

14-006-0

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING PAYING FOR GAS SERVICE EXTENSIONS WITH TWO-TIER RATE, AMENDING SECTION 48-214 OF THE DULUTH CITY CODE, 1959, AS AMENDED.

CITY PROPOSAL:

The city of Duluth does ordain:

Section 1. That section 48-214 of the Duluth city code is hereby amended to read as follows:

Sec. 48-214. Generally; gas mains.

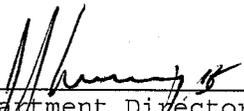
(a) The city council hereby finds that the deregulation of the natural gas industry and competition from other energy suppliers has subjected the Duluth public works and utilities department to competitive pressures in the gas sales area that it has never before faced. The city council further finds that the existing methods for extending gas mains in Duluth are cumbersome and capital intensive to prospective gas customers. The city council finds that having a more flexible and cost competitive gas main extension policy would enhance the public works and utilities department's ability to market natural gas and remain competitive with other suppliers. It is the purpose of this Section to provide a method of developing gas main extensions that will enable the public works and utilities department to remain competitive in the future;

(b) The director of the public works and utilities department, with the approval of the Duluth public utilities commission, may develop programs and procedures for the extension of gas mains and services, funding of gas main extensions and services connect thereto and procedures for connecting previously unassessed properties to existing mains and for assessing previous unassessed property to such mains in addition to procedures set forth in the City Charter. Without limitation, these programs may involve the

creation of a two tiered gas rate in lieu of assessments for gas main extensions and services and may involve the development of a sinking fund to finance future gas main extensions. These programs may also provide that the department may enter into long term gas usage agreements with customers in conjunction with such gas main and service extensions. No such gas main extension program shall take effect until it is approved by resolution of the Duluth public utilities commission, subject to review and veto by the city council in the same manner as is provided for in Section 2-187 of the City Code.

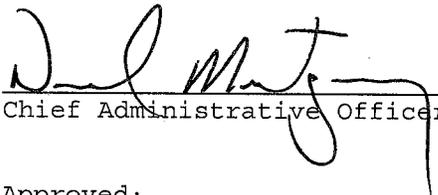
Section 2. That this ordinance shall take effect 30 days after its passage and publication.

Approved:



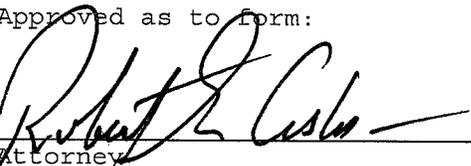
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PWU/ATTY REA:de 01/16/2014

STATEMENT OF PURPOSE: The purpose of this ordinance is to clarify the applicability of the two-tier natural gas rate as a funding mechanism for gas service extensions as well as for main extensions.

For a number of years the City has been interpreting the Code to allow the two-tier rate to be used to allow property owners to pay for their service connections from the main to their homes along with their share of the cost of constructing the mains themselves. However, a close reading of the Code provisions might call this interpretation into question.

The purpose of this amendment is to make it clear that this process is available to finance the cost of the services as well as the property owner's share of the cost of the main extensions.

PUBLIC SAFETY COMMITTEE

14-005-0

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 24-37 OF THE DULUTH CITY CODE, 1959, AS AMENDED, REGARDING ABATEMENT OF NUISANCES OR HEALTH HAZARDS.

CITY PROPOSAL:

The city of Duluth does ordain:

Section 1. That Section 24-37 of the Duluth city code, 1959, as amended, is hereby amended to read as follows:

Sec. 24-37. Same--Notice to owner.

Whenever the solid waste compliance officer shall deem it necessary to remove, at the expense of the owner, any solid waste, abandoned property as defined in Chapter 30 of this Code, yard waste, tires, automobile batteries, manure, dead animals or parts thereof as provided in the preceding Section, the solid waste compliance officer shall ~~personally serve~~ provide written notice ~~upon~~ to the owner[s] or agent[s] of the affected property affected, or, ~~if the owner or his agent cannot be found,~~ by posting said notice on the premises setting forth the fact that such removal has been ordered and granting the owner or agent a reasonable period of time for the completion of such removal. Such time allowance shall in no case be less than 24 hours. noting that removal has been ordered and granting the owner[s] or agent[s] a reasonable period of time - and in no event less than 24 hours - to complete the required removal. The notice shall be sent by first-class mail to the address of the affected property, to the last-known address[es] of the owner[s] or agent[s] of the property (if different from the address of the affected property), or to the address[es] of the taxpayer[s] for the property listed in the city assessor's records (if different from the address of the affected property or owner/agent last-known address). If no address[es] can be found,

the notice shall be posted on the premises of the affected property.

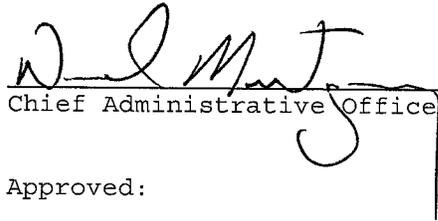
Section 2. That this ordinance shall take effect 30 days after its passage and publication.

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

FIRE/ATTY NNL:de 01/13/2014

STATEMENT OF PURPOSE: The purpose of this ordinance is to remove the personal service requirement for solid-waste abatement notices and to provide for notice via first-class mail instead.

FINANCE COMMITTEE

14-002-0

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$5,745,000 GENERAL OBLIGATION REVENUE BONDS OF THE CITY OF DULUTH FOR THE IMPROVEMENT OF THE MUNICIPAL WATER UTILITY UPON TERMS AND CONDITIONS TO BE PROVIDED BY RESOLUTION OF THE CITY COUNCIL AND PLEDGING REVENUES FOR THE PAYMENT THEREOF

CITY PROPOSAL:

The city of Duluth does ordain:

Section 1. BOND PURPOSE AND AUTHORIZATION.

1.01 Under and pursuant to the provisions of Section 55 of the City Charter, Section 444.075 and Chapter 475 of Minnesota Statutes and other pertinent provisions of said Charter and Statutes, the city is authorized to issue its general obligation bonds to provide funds for the improvement of the municipal water utility plant, which bonds shall be a specific lien upon such plant and are payable primarily from net revenues, as hereinafter defined, to be derived from operation of the municipal water utility pledged for their payment. The city has applied for and received a commitment from the Minnesota Public Facilities Authority (the "Authority") for a loan for the improvements to the water utility system consisting of the West Duluth Reservoir Reconstruction Project (the "Project") as identified in the city's application to the Authority.

1.02 The city council hereby determines that it is in the best interest of the city and it is necessary to improve the municipal water utility through the Project, and determines that it is necessary to issue general obligation water utility revenue bonds or a note in the amount of \$5,745,000 for the purpose of paying costs of the Project.

1.03 The city has heretofore issued and sold the following: general obligation water utility revenue note dated August 25, 2003, now outstanding in the amount of \$336,340; general obligation water utility revenue note dated July 23, 2004, now outstanding in the amount of \$752,000; general obligation utilities revenue bonds dated December 19, 2006, the water utility portion of such bonds now outstanding in the amount of \$750,000; general obligation water

and sewer utility revenue refunding bonds dated December 13, 2007, the water utility portion of such bonds now outstanding in the amount of \$395,000; general obligation utilities revenue bonds dated February 19, 2009, the water utility portion of such bonds now outstanding in the amount of \$152,000; general obligation water utility revenue note dated November 23, 2009, now outstanding in the amount of \$1,016,000; general obligation water utility revenue note dated September 14, 2010, now outstanding in the amount of \$1,118,000; general obligation utilities revenue refunding bonds dated November 23, 2010, the water utility portion of such bonds now outstanding in the amount of \$1,191,544; general obligation water utility revenue note dated December 14, 2010, now outstanding in the amount of \$2,793,000; and general obligation water utility revenue note dated November 29, 2011, now outstanding in the amount of \$1,480,000. Under the provisions of the ordinances authorizing said bonds and notes, the city reserved the privilege of issuing additional bonds payable from said net revenues on a parity with the bonds and notes dated August 25, 2003, July 23, 2004, December 19, 2006, December 13, 2007, February 19, 2009, November 23, 2009, September 14, 2010, November 23, 2010, December 14, 2010, and November 29, 2011.

1.04 Pursuant to the authority herein recited, the city council hereby authorizes and directs the issuance and sale of general obligation water utility revenue bonds or a note of the city of Duluth in the amount of \$5,745,000, and pledges the full faith and credit and taxing powers of the city irrevocably for the payment of the principal and interest when due on such bonds, and also pledges and appropriates irrevocably, to the amounts required for the payment of the principal and interest on the bonds and the maintenance of a reserve, any and all net revenues to be derived from time to time from the operation of the municipal water utility. Net revenues are defined as sums from time to time within the water utility operating account within the water utility fund maintained under Section 54 of the City Charter, in excess of sums required to pay claims duly approved and allowed for payment of expenses which, under

generally accepted accounting principles, constitute normal, reasonable and current expenses of operating and maintaining the municipal water utility and to maintain such reasonable reserves for such expenses as the director of public works and utilities shall determine to be necessary from time to time in accordance with the policies established by the city council.

1.05 The city reserves the right and privilege of issuing additional bonds and of pledging and appropriating the net revenues of the municipal water utility for the payment thereof, when authorized in accordance with law and the City Charter and determined by the city council to be necessary for the improvement of the municipal water utility or for the refunding of indebtedness payable from said net revenues, provided that no such pledge shall constitute a lien upon the net revenues superior to the pledge thereof for the payment of the bonds issued hereunder.

Section 2. TERMS OF BONDS.

2.01 The city council shall, by resolution or resolutions, provide for the issuance and sale of such bonds in one or more series and shall fix the precise maturities, interest rates, redemption provisions and other terms and conditions of such bonds, and prescribe the form thereof, and offer to sell such bonds in such a manner and at such time or times as shall be deemed in the public interest, all in accordance with the authority recited in Section 1.01 of this ordinance.

Section 3. REVENUES AND ACCOUNTS.

3.01 The city council shall, by resolution or resolutions, provide for the method of imposing and collecting just and equitable charges for all use and for the availability of all facilities of the municipal water utility at the times and amounts required to pay the normal, reasonable and current operating expenses and to maintain the municipal water utility and also produce net revenues at least adequate at all times to pay the principal and interest due on the bonds issued hereunder and on all other bonds heretofore and hereafter issued and made payable from said net revenues.

3.02 The city council shall, by further resolution or resolutions, establish appropriate accounts and credit monies from the proceeds of the bonds herein authorized to accounts, all in accordance with Section 54 of the City Charter and Chapter 475 of Minnesota Statutes.

Section 4. CERTIFICATE OF PROCEEDINGS.

4.01 The city clerk is directed to file with the county auditor of St. Louis county a certified copy of this ordinance, and such other information as the county may require, and to obtain from the county auditor a certificate stating that the bonds herein authorized have been duly entered on his register.

4.02 The officers of the city and the county auditor are authorized and directed to prepare and furnish to the purchasers of the bonds, and to bond counsel, certified copies of all proceedings and records of the city relating to the authorization and issuance of the bonds and such other affidavits and certificates as may reasonably be required to show the facts relating to the legality and marketability of the bonds as such facts appear from the official books and records in the officers' custody or are otherwise known to them. All such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the city as to the correctness of the facts recited therein and the action stated therein to have been taken.

Section 5. EFFECTIVE DATE.

5.01 This ordinance shall take effect and be in force 30 days from and after its passage and publication. This ordinance shall be published one time on the city's official website and remain on such website for a period of at least 30 days.

Approved:



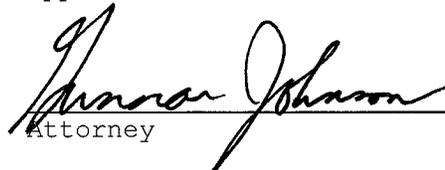
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

FIN WP:le 12/20/2013

STATEMENT OF PURPOSE: This ordinance authorizes the issuance of general obligation revenue bonds in the amount of \$5,745,000 for the water system improvements as part of the West Duluth Reservoir Reconstruction Project and are payable primarily from net revenues of the municipal water utility. The Minnesota Public Facilities Authority will purchase such bond or note with an interest rate of likely less than 2.0% (the actual interest rate for such bond or note has not yet been set by the Authority).

FINANCE COMMITTEE

14-004-O

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE BUDGET OF THE CITY OF DULUTH FOR YEAR 2013 BY INCREASING THE BUDGET AND APPROPRIATING MONIES FOR THE PAYMENT OF SUCH INCREASE AND REDISTRIBUTING APPROVED 2013 APPROPRIATION.

CITY PROPOSAL:

The city of Duluth does ordain:

Section 1. That Ordinance 10195 passed and approved December 17, 2012, is hereby amended by appropriating an additional \$800,000 from the general fund's unassigned fund balance as follows:

Department 121 - Public Administration.....\$800,000

Section 2. That this ordinance shall also redistribute the approved 2013 appropriation as follows:

Department 135 - Business and Economic Development.....(\$100,000)

Department 150 - Fire.....\$200,000

Department 160 - Police.....\$300,000

Department 700 - Transfers and Other Functions.....(\$400,000)

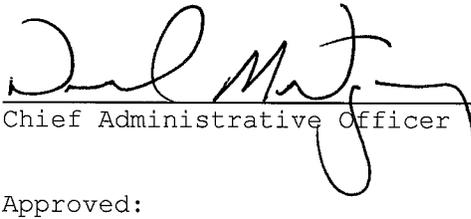
Section 3. That this ordinance shall take effect immediately upon its passage.

Approved:



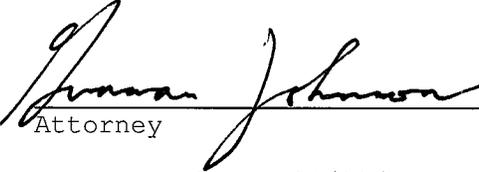
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

FIN CB:le 01/03/2014

STATEMENT OF PURPOSE: This ordinance would increase the city's 2013 general fund appropriation authority by \$800,000, and redistribute the original budget appropriations. This budget amendment would be paid from unassigned fund balance of the general fund.

The maintenance operations division budget has faced severe weather-related challenges this year which have negatively impacted the budget. Savings from other departments offset the record April snowfall, but were not enough to recover from December's snow and cold. This ordinance also reflects the transfer of those savings by granting the administration authority to redistribute the budget.

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

14-003-O

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING THE FORMER CHESTER PARK UNITED METHODIST CHURCH, 819 NORTH 18TH AVENUE EAST, AS A DULUTH HERITAGE PRESERVATION LANDMARK.

CITY PROPOSAL:

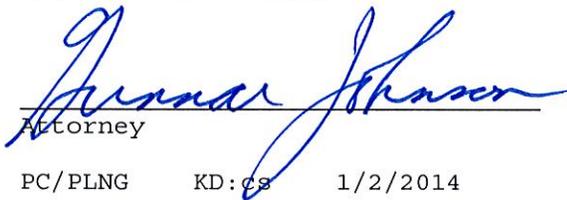
The city of Duluth does ordain:

Section 1. Under the authority of Section 50-37.8 of the Duluth Legislative Code, 1959, as amended, the city of Duluth does designate the former Chester Park United Methodist Church, 819 North 18th Avenue East, as a Duluth heritage preservation landmark (PL13-123); said landmark is described in Public Document No. _____ on file with the city clerk and is described as follows:

The south, north and east exterior building facades; entrance stairways, walks, approaches and grounds on the south, north, east and west sides of the building; and the stained glass windows in the sanctuary of the property at 819 North 18th Avenue East, more particularly described as Lots 13-16, Block 4, Park Drive Division (010-3720-00520).

Section 2. That this ordinance shall take effect 30 days after its passage and publication.

Approved as to form:



Attorney

PC/PLNG KD:cs 1/2/2014

STATEMENT OF PURPOSE: At its December 16, 2013, annual meeting the heritage preservation commission (HPC) voted 4-0 to recommend the landmark designation with the preservation plan after having received comments (attached to ordinance) from the planning commission (who voted 8-0 to recommend approval of the nomination) and the state historic preservation office (who stated that the property "is an appropriate candidate for local designation under criteria A, D and E"). The heritage preservation commission also considered the matter at a duly noticed public hearing during its October 22, 2013, regular meeting where public comments were received (HPC meeting minutes also attached to ordinance).

Petition received: September 13, 2013
Action deadline: January 28, 2014

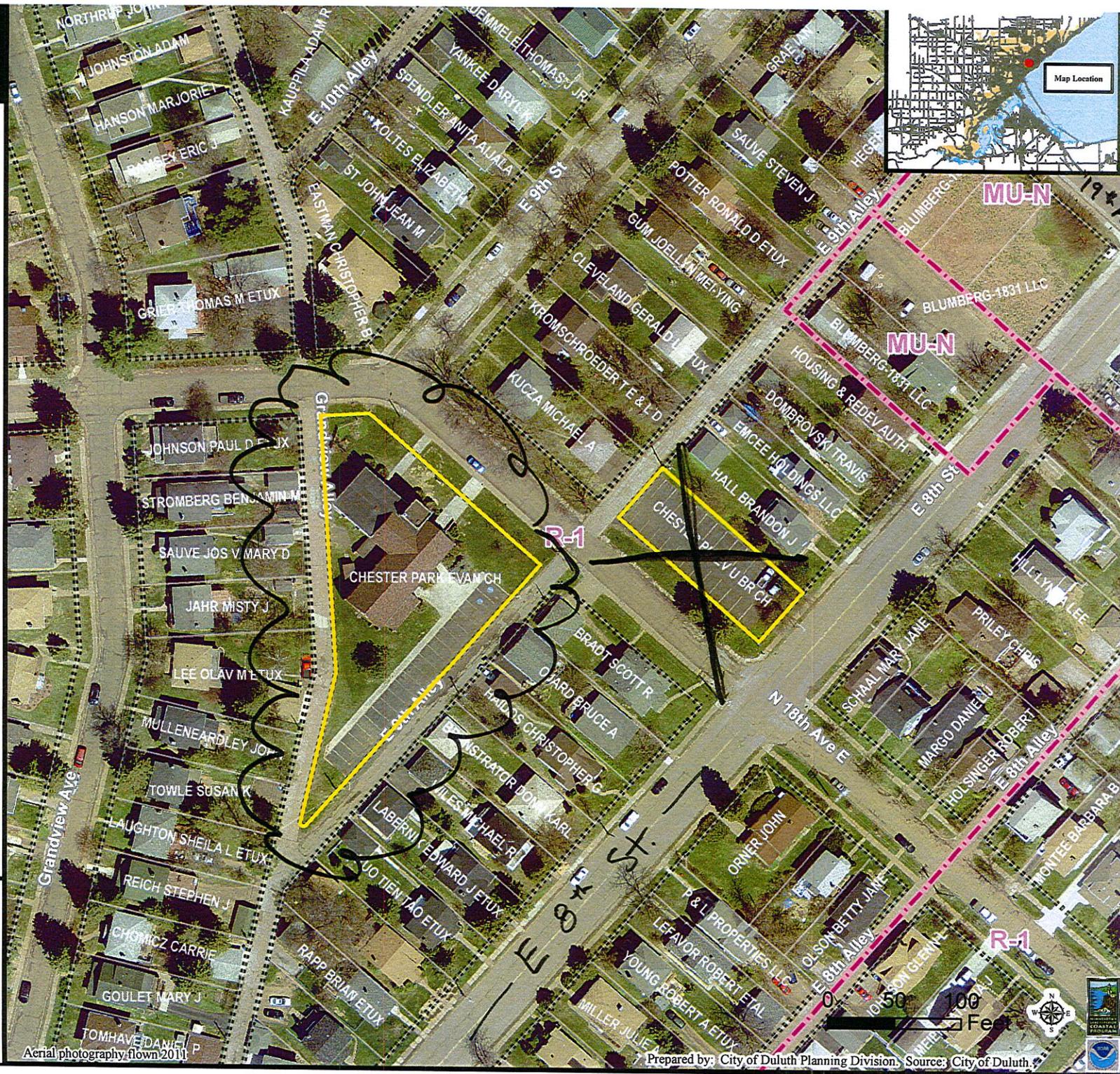


New Hope Bible Church
Serving the Whole of God
Sunday Services
219 851-1644



City Planning

Chester Park United Methodist Church - 819 N. 18th Ave. W.



C-6



City of Duluth
Planning Division

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Heritage Preservation Commission
December 16, 2013 Annual Meeting Minutes
Room 303 - City Hall

Call to Order

Chairperson Woodward called to order the meeting of the Heritage Preservation Commission (HPC) at 11:25 a.m. on Monday, December 16, 2013.

Roll Call

Attending: Ken Buehler, Kristi Johnson, Patricia Mullins, Thomas Vaughn, David Woodward

Absent: Nicole Smith (excused)

Staff present: Kyle Deming – Planning, Alison Lutterman – Assistant City Attorney

Chester Park United Methodist Church, 819 N. 18th Ave. E. (PL13-123)

Chair Woodward approves the revisions the applicant made to the Preservation Plan. The Commission accepts the comments by the State Historic Preservation Office (SHPO) and the Planning Commission on the Nomination.

MOTION/Second: Woodward/Vaughn – To make the final recommendation to Council to approve the nomination to Duluth Historic Landmark status of Chester Park United Methodist Church with the Preservation Plan and including comments from Planning Commission and SHPO.

(5-0)

...

Adjournment

Meeting is adjourned at 12:30 p.m.

Minutes not yet approved by the Commission

Charles Froseth, Land Use Supervisor



Heritage Preservation Commission
October 22, 2013 Meeting Minutes
Room 303 – Duluth City Hall

Call to Order

Chairperson Woodward called to order the meeting of the Heritage Preservation Commission (HPC) at 11:00 a.m. on Tuesday, October 22, 2013.

Roll Call

Attending: Kristi Johnson, Patricia Mullins, Tom Vaughn and David Woodward
Absent: Ken Buehler, Nicole Smith (Excused)

Public Hearings

...

- B. Local Historic Preservation Landmark Designation for Chester Park United Methodist Church, 819 N. 18th Ave. E., by First United Methodist Church and Stacey Dimberio (PL13-123). The two churches have merged, and they would like to see the Chester Park building be open for other uses, in particular a dance studio. The building has historic value: both architecturally and in terms of its importance to the community. The church supports the proposed buyer's plans to maintain building. Chair Woodward asks if they will be seeking historic tax credits. Stacey Dimberio stated it sounds like a good idea. Public comment: Glen Fillipovich of the Duluth Preservation Alliance addressed the HPC. They are in support of the adaptive reuse of this building.

MOTION/Second: Woodward/Vaughn - to accept the application for local landmark status.

(4-0)

Chair Woodward listed the next two needed steps. The first is a preservation plan and the second step is any modifications will need a certificate of appropriateness (historic construction/demolition permit).

...

Adjournment

MOTION/Second: Woodward/Vaughn to adjourn at 12:45 p.m.

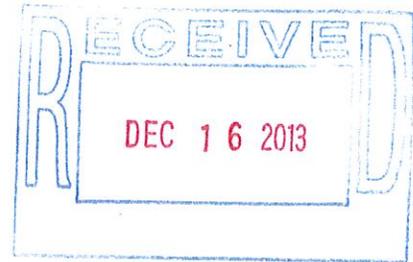
Respectfully,

Minutes not yet approved by the Commission

Charles Froseth, Land Use Supervisor

December 11, 2013

David Woodward
Chair, Duluth Heritage Preservation Commission
205 N. 24th Avenue East
Duluth MN 55812



RE: Local designation of Chester Park United Methodist Church, 819 North 18th Avenue East, MHS
Referral File Number 2014-0138

Dear Mr. Woodward,

Thank you for the opportunity to comment on the above referenced designation. It has been reviewed pursuant to Minnesota Statutes §471.193, subd. 6., and Article 5 Sec. 50-37.8 of Duluth's UDC.

Constructed in 1928, Chester Park United Methodist Church is a two-story Gothic Revival brick edifice. It was designed by Duluth architect A. Reinhold Melander and features brick buttresses, stone door and window surrounds, and a large Gothic arch window above the main entrance. In addition to functioning as a neighborhood church, Chester Park United Methodist also served as an important community-gathering space for social occasions, fundraisers, voting, and various holiday events. Reinhold Melander graduated from the University of Minnesota School of Architecture and designed numerous religious, educational, medical, and public buildings in Duluth and northern Minnesota. For these reasons, we concur that Chester Park United Methodist Church is an appropriate candidate for local designation under Criteria A, D, and E.

If you have any questions regarding our assessment of this property, please contact me at 651.259.3452 or michael.koop@mnhs.org.

Sincerely,



Michael Koop
State Historic Preservation Office

cc: Kyle Deming, City of Duluth



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City of Duluth
Planning Commission
November 12, 2013 Meeting Minutes
Room 303 - Duluth City Hall

I. Call to Order

President Terry Guggenbuehl called to order the meeting of the City Planning Commission at 5:00 pm on Tuesday, November 12, 2013, in City Hall Room 303.

Roll Call

Attending: Marc Beeman, Drew Digby, Terry Guggenbuehl, Tim Meyer, Garner Moffat, Patricia Mullins, David Sarvela, Luke Sydow and Zandra Zwiebel

Absent: N/A

Staff Present: Charles Froseth, Steven Robertson, Jenn Reed Moses, Alison Lutterman and Cindy Stafford

...

VI. Other Business

c. **Planning Commission Review of Properties Proposed for Local Historic Designation:**

-PL 13-123 Chester Creek Methodist Church at 819 North 18th Avenue East

Staff: Charles Froseth introduces the planning commission review of local historic designation. He notes adaptive reuse. Staff recommends approval.

Applicant: N/A

Public: Proposed owner Stacy is in favor of the historic designation.

Commissioners: Guggenbuehl notes the positive aspects to the neighborhood. Digby notes the criteria needed for the designation. He refers to the UDC and notes the historical, cultural and architectural significance which is needed and has been met.

MOTION/Second: Moffat/Sarvela recommend approval as per staff's recommendation.

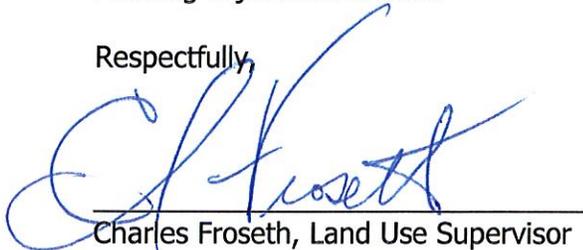
VOTE: (8-0, Meyer Absent)

...

IX. Adjournment

Meeting adjourned at 8:33.

Respectfully,



Charles Froseth, Land Use Supervisor



Memorandum

Date: October 31, 2013

To: Planning Commission

From: Kyle Deming, Planner II

RE: PL13-123 – Historic Resource Designation of Chester Park United Methodist Church

Planning Commission role: This is on your agenda because the Planning Commission, in addition to the Heritage Preservation Commission, is required to review and make recommendation on any property or district proposed for designation as Duluth Historic Landmark.

Designation process: The Heritage Preservation Commission held a public hearing on October 22, after having notified all property owners within 350 feet of the site, and voted unanimously to recommend the designation as a Duluth Historic Landmark. Their recommendation is based on historical, cultural and architectural features. The Planning Commission's evaluation is supposed to "consider potential effects on the surrounding neighborhood, economics, environment and other planning considerations." For more about the Historic Resource Designation process please see (attached) UDC Sec. 50-37.8.

Site characteristics: Basic information about the site can be found in the attached nomination document prepared by the applicant, First United Methodist Church (current owner) and Stacey Dimberio (proposed purchaser). The congregation has not been meeting at the site since 2012 when it merged with First United Methodist Church.

Shape/size: The property is roughly triangular in shape (see attached aerial image), 25,809 SF, with the legs of the triangle being roughly 266' x 170' x 314.

Access/parking: The front doors of the church face 18th Ave. E. The 20 vehicle parking lot is accessed off of the E. 9th St. alley (20' wide) to the side of the church. An additional 16' wide alley abuts the third side of the church property. The church also owns a 50' x 140' lot diagonally across the alley and 18th Ave. E. where additional parking has been created with access via the alley.

Other: The property slopes downward approximately 20' from north to south. The site is completely altered with the church building, asphalt parking spaces, and landscaped lawn. A monument sign is located at the property line in front of the church.

Surrounding neighborhood:

Land use: The aerial photo shows the surrounding neighborhood that appears to be modest single-family dwellings on small lots (typically 40' x 125' or 50' x 140') with alley access to garages. At the intersection of 19th Ave. E. and E. Eighth St. is a small business district with approximately 6 businesses, including a popular neighborhood restaurant.

Streets: 18th Ave. E., a Local street, departs from the street grid just past the church and leads to Chester Park two blocks west of the site. 19th Ave. E. is an Urban Collector street leading from College St. with UMD and CSS down into the Endion neighborhood. E. Eighth St., half a block down from the church is an east-west Minor Arterial connecting 6th Ave. E. to Woodland Ave.

Transit: E. Eighth St. and 19th Ave. E. provide regular transit service from Downtown to UMD seven days per week.

Zoning and Comprehensive Plan: The site and surrounding area are zoned R-1, Residential-Traditional, which is consistent with the Comprehensive Plan Future Land Use Map designation for the property of Traditional Neighborhood.

Staff evaluation of criteria for designation

The largest impacts of designating this property a Duluth Historic Landmark are the stability it will give to the physical site features (neighborhood impacts) and the potential that additional resources might be made available to support the maintenance and enhancement of the facilities (economic impacts).

Neighborhood impacts: Designation of the subject property a Duluth Historic Landmark will require the property to be reviewed for a Historic Construction/Demolition Permit by the Heritage Preservation Commission pursuant to Sec. 50-37.14 whenever the following activities are proposed for the site (see Sec. 50-18.3.C):

1. Construction and demolition activities, including all street and utility activities, shall be approved pursuant to Section 50-37.14;
2. The issuance of city permits to do any of the following shall be approved pursuant to Section 50-37.14:
 - (a) Remodel, repair or alter in any manner that will change the exterior appearance;
 - (b) New construction, including parking facilities;
 - (c) Move a building;
 - (d) Change the nature or appearance of a designated historic preservation landmark or district, including landscape features;
 - (e) Demolition in whole or in part.

This will result in the buildings and grounds largely remaining as they are today unless the Heritage Preservation Commission finds “. . . the application complies with all applicable provisions of this Chapter and state law and that the work to be performed shall not adversely affect the historic preservation landmark or district based on adopted historic preservation guidelines (Sec 50.14.C).”

Keeping the buildings and grounds of the site largely intact will provide stability to the neighborhood, preventing such things as the demolition of the buildings and replacement of such with additional homes or other uses permitted in R-1. Additional neighborhood impacts may result if the UDC is changed to allow adaptive reuse, as is being considered by this commission and City Council at this time, additional uses may be allowed in this R-1 district that are not typically allowed, but with a separate public process through review of a Special Use Permit.

Ci
-
d

Economic impacts: Designating the property a Duluth Historic Landmark may provide assistance in the designation of the property a National Historic Landmark, which allows the property owner to apply for historic tax credits. Historic tax credits can be used to fund restoration and improvements to the property in a manner that is consistent with the Secretary of the Interior's historic preservation requirements. Additionally, if the UDC is amended as described above it may allow for the reuse of the building by a party who can afford to maintain the building and grounds since the reuse of the facility as a church may not be a viable option.

Environmental impacts: The building is in the middle of a rather dense single-family neighborhood so the natural environment has been heavily altered. Designation as a Duluth Historic Landmark will have no environmental impact.

50-37.8 Historic Resource Designation

A. Application

An application for historic resource designation shall be filed pursuant to Section 50-37.1.B.

B. Procedure

1. Review and Recommendation by Heritage Preservation Commission

The heritage preservation commission shall review the application, submit the application to the planning commission, conduct an investigation and public hearing pursuant to Section 50-37.1.I, with public notice as required by Section 50-37.1.H, make a recommendation to council, and report on the historical, cultural and architectural significance of the buildings, structures, sites or objects proposed for designation. The report shall also attempt to determine the economic status of the property or properties by providing information such as assessed value, recent real estate transactions and other appropriate data. A copy of the report shall be sent to the state historic preservation officer for review and comment in accordance with MSA 471.193. Any comments made by the planning commission and state historic preservation officer regarding a proposed designation must be included in the commission's recommendation to the council.

2. Review and Recommendation by Planning Commission

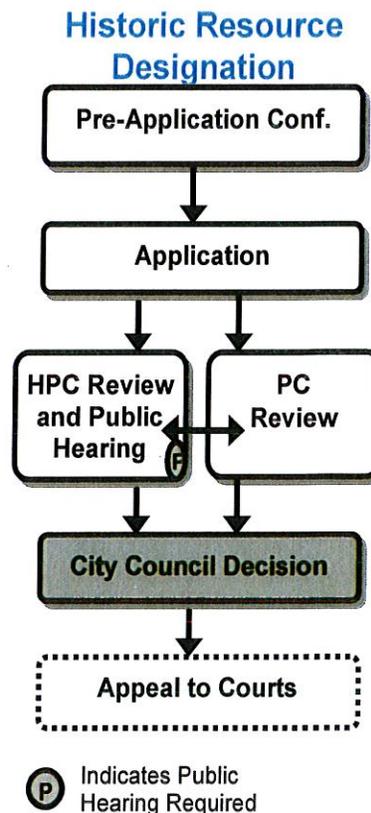
The planning commission shall review the application and make a recommendation to the heritage preservation commission and council. In its review and recommendation, the commission shall consider potential effects on the surrounding neighborhood, economics, environment and other planning considerations.

3. Designation by Council

Upon receipt of the report and recommendation of the heritage preservation commission, the council shall make a decision to approve, approve with modifications or deny the designation, in whole or part, based on the criteria in subsection C below. The council action shall be by ordinance.

4. Registration of Historic Sites

The city clerk shall record or file with the county recorder the legal description of all properties affected by the council action. The city clerk shall also distribute an official list of all locally designated historic preservation landmarks and districts to the land use supervisor and the state historic preservation officer.



C. - 4

C. Criteria

Historic preservation landmarks and districts shall only be designated when the property or properties are found to meet one of the following criteria:

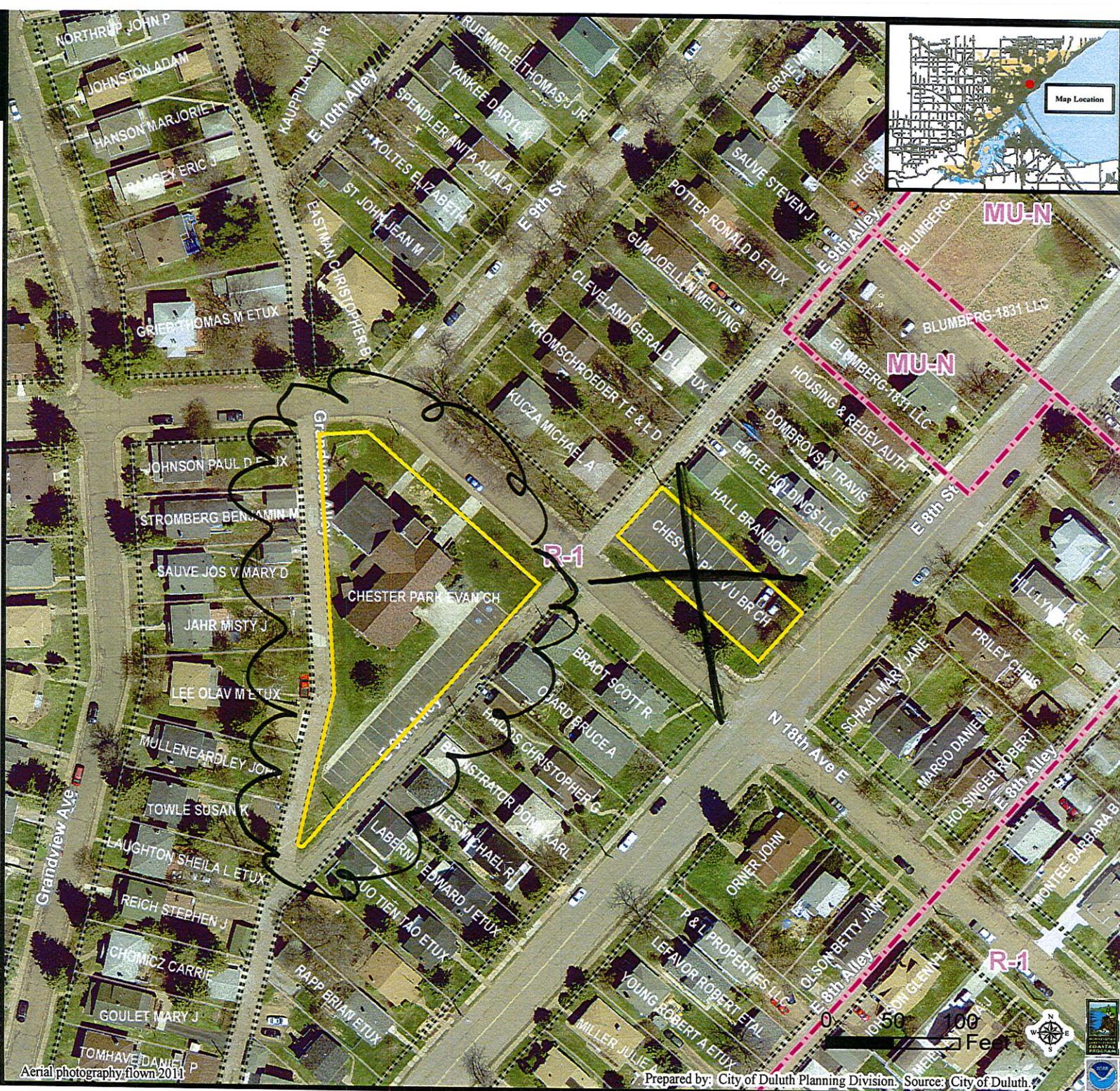
1. It has character, interest or value as part of the development, heritage or cultural characteristics of the city, state, or the United States;
2. Its location was a site of a significant historical event;
3. It is identified with a person or persons who significantly contributed to the culture or development of the city, state, or the United States;
4. It embodies a distinguishing characteristic of an architectural type;
5. It is identified as the work of an architect or master builder whose individual work has influenced the development of the city or state;
6. It embodies elements of architectural design, detail, materials or craftsmanship that represents significant architectural innovation;
7. Its unique location or singular physical characteristics represents an established and familiar visual feature of a neighborhood, community or city.

C-5



City Planning

Chester Park United Methodist Church - 819 N. 18th Ave. W.



Legend

Right-of-Way Type

- Road or Alley ROW
- ▣ Vacated ROW

Easement Type

- ▣ Utility Easement
- ▣ Other Easement
- ▣ Zoning (Final)

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

C. 6

Aerial photography, flown 2011



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APPLICATION COVER SHEET

Check One Box

- Appeal to Planning Commission - \$350
- Concurrent Use of Streets Permit - \$700
- District Plan Adoption or Amendment - \$1,000
- Environmental Review - \$2,500
- Historic Construction or Demolition Permit - \$50
- Historic Resource Designation - \$75
- Interim Use Permit \$650
- Planning Review - \$800
- Sidewalk Use Permit - \$100
- Special Use Permit, General - \$800
- Special Use Permit, Wireless Telecommunications
 - Application, Modifying or Co-locating - \$2,500
 - Application, New Tower - \$5,000
 - Escrow Deposit - \$8,500
- Subdivision Plat Approval or Amendment
 - Concept Plan - \$250
 - Preliminary Plat - \$1000
 - Final Plat - \$750
 - Quick Plat/RLS - \$250
 - Amendment/Boundary Line Adjustment - \$250
- UDC Zoning Map Amendment - \$800
- Vacation of Street - \$700
- Variance - \$600
- Wetland, De Minimis, Delineation, or No Loss - \$150
- Wetland, Replacement Plan - \$400
- Zoning Verification Letter - \$85

CONTACT INFORMATION:

Applicant/Owner First United Methodist Church
 Phone 218-727-5021 Email pastor@fumcduluth.com
 Address 230 E. Skyline Parkway
 City Duluth State MN Zip 55811
 Owner's Agent (if applicable) ^{Applicant} Stacey Dimberio
 Phone 218-728-6080 Email cursta@epinternet.com
 Address 1600 London Road
 City Duluth State MN Zip 55812

APPLICATION INFORMATION:

Street Address and Zoning of Property 819 N. 18th Ave E
 Parcel ID Number Parcel A lots 13, 14, 15, 16 Block 4 Park Drive
 Briefly Describe the Reasons for this Request: Division
see attached Parcel B Lot 16, Block 3 Park Drive
Parcel C Lot 16, Block 20 Highland Park Addition
see attached

(Attach additional pages if necessary. Include all required submittal information)

The undersigned hereby represents upon all of the penalties of law for the purpose of inducing the City of Duluth to take the action herein requested, that all statements herein and attached are true and that all work herein mentioned will be done in accordance with the Ordinances of the City of Duluth and the laws of the State of Minnesota.

Daniel A Baal, pastor / Stacey Dimberio 9/5/2013
 Signature of Applicant Date

Reminder: include application checklist (if applicable) and all supporting information. Submit completed information to Room 210, One Stop Shop.

Notice: documents provided to the City may be public data.

Revised January 10, 2013

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C-1-7

Rationale for Requesting Chester Park United Methodist Church, 819 North 18th Ave. East, Be Classified as a Locally Designated Property in the City of Duluth

Revised September 26, 2013

The primary reason for seeking to classify the Chester Park United Methodist Church building as a locally designated property, having historical significance in the city of Duluth is that we would like to see the building re-used in a way that serves the good of the neighborhood and the wider community, since it no longer serves as the home of an active church congregation.

In 2012, the congregation at Chester Park United Methodist Church made the decision to merge with First United Methodist Church. The "new" First United Methodist Church became the owner of the Chester Park property, but given our facility at 230 E. Skyline Parkway, we are not in need of the Chester Park building for the work of our church. We have put the church on the market and have an interested buyer in Stacey Dimberio, who would like to house her dance studio in the church. The current zoning of the property (R1) prevents this from being a simple sales transaction, as R1 zoning does not permit special use by an art school. Having the property locally designated as of historic interest would allow its re-purpose. Ms. Domberio has indicated her willingness to work with the historic designation as a part of her business plan for the building, and is a co-applicant with First United Methodist Church in this process.

Beyond the straight-forward desire on the part of the church to sell the building to a willing buyer who will both be a great neighbor and contribute to the community, we believe this building has genuine historic value to the neighborhood and city.

The Chester Park United Methodist Church was built in 1928 to house what was then the Chester Park Evangelical Church. The Evangelical Church was a denomination formed in the United States with beginnings among German immigrants in Pennsylvania. The denomination later became The Evangelical United Brethren Church before merging with the Methodist Church to become the United Methodist Church. I mention all this church history because the Chester Park Evangelical Church was the only church of its denomination in the city until that 1968 merger creating The United Methodist Church. The building even had the honor of hosting the annual meeting of the state-wide conference of the Evangelical Church in 1948.

While the Evangelical Church had its beginnings among German-speaking people, its outreach was not limited to German speakers. For instance, in the Milwaukee area, the Evangelical Church had an active ministry in the Italian-American community. The Evangelical Church in Duluth does not, to our knowledge, have a distinct ethnic identity. It did, however, achieve a significant community identity.

The current Chester Park building was built in 1928, but the congregation had its beginnings in 1896. Then it was Hope Evangelical Church and its building was located on Sixth Avenue East and Fifth Street. Moving to the current location the church changed its name to reflect its new community. It became an integral part of the neighborhood, the only church so located. It is a landmark in that area. The church provided a place for voting. For fifty years, the church served a roast beef dinner that, while being a fund-raiser, brought people from the neighborhood together. Over the years, the church building was opened to many community groups, and even after it closed, the Duluth East Choraliers held their holiday concert there.

Architecturally, the original building was designed by the Duluth architect A. Reinhold Melander, a well-respected designer. Melander was a graduate of Duluth Central High School and the University of Minnesota School of Architecture. Melander designed the building in the Neo-Gothic Revival style and among its significant features are: gothic arched windows, stained glass surrounds, stone sills, bell tower and brick and stone buttresses. The structure was added on to in 1954, with some sanctuary remodeling in 1967, but both done in such a way that the integrity of the original design was respected. This building is both a fine example of the Neo-Gothic Revival style and of the work of A. Reinhold Melander.

We believe these historic and architectural features merit the consideration of Chester Park United Methodist Church as a locally designated property of historic significance.

HISTORIC PRESERVATION COMMISSION
LOCAL LANDMARK NOMINATION

I. Name of Property

- A. Historic: *Chester Park Evangelical Church*
- B. Common: *Chester Park United Methodist Church*

II. Location

- A. Address: *819 North 18th Avenue East*
- B. Legal Description: *Parcel A Lots 13, 14, 15, 16 Block 4 Park Drive Division*
Parcel B Lot 16, Block 3 Park Drive Division
Parcel C Lot 16, Block 28 Highland Park Addition to Duluth Not INCLUDED

III. Classification

- A. Type of Property: *Church*
- B. Current Use: *Part-time church*
- C. Current Zoning: *R1*

IV. Current Owner

- A. Name: *First United Methodist Church*
- B. Address: *230 East Skyline Parkway, Duluth, MN 55811*
- C. Telephone: *218-727-5021*

V. Property Status

- A. Occupied/Vacant: *Part-time occupation*
- B. Assessed Value: *\$299,000 – Property has never been assessed*
- C. Condition: *Good*

VI. Historical Background

- A. Year Built: *1928*
- B. Architect and/or Builder: *A. Reinhold Melander*
- C. Original Site: *Current Site*
- D. Altered/Unaltered: *Addition, 1954; Remodel, 1967*
- E. Architectural Style: *Neo-Gothic Revival*

VII. Description of Property

Church, Neo Gothic style

VIII. Present Condition

Good. As per the inspection dated 06/19/2013

IX. Statement of Significance

C-10

X. Findings On Designation Criteria

The following criteria are established by ordinance as the basis for designation of a site/district, with the requirement that the property proposed for designation meet at least one of the criteria.

Findings responding to each of the criteria are as follows:

A. It has character, interest, or value as part of the development, heritage, or cultural characteristics of the City of Duluth, State of Minnesota, or the United States.

This two-story Neo-Gothic Revival Church, Chester Park United Methodist Church, was designed in 1928 by A. Reinhold Melander for the Evangelical Church. Its significant features include gothic arched windows, stained glass, stone surrounds, stone sills, bell tower, and brick and stone buttresses. Chester Park United Methodist Church was surveyed in 1984 and is deemed a generally important structure that contributes significantly to the heritage of Duluth. Chester Park United Methodist Church is a fine example of Neo-Gothic Revival style in the East End survey area and in the greater Duluth area. Chester Park United Methodist Church also embodies the distinctive characteristic of a type, period, or method of construction while representing the work of a master architect in Duluth.

B. Its location was a site of a significant historical event.

Historically, the Evangelical Church was a denomination formed in the United States with beginnings among German immigrants in Pennsylvania. The denomination later became The Evangelical United Brethren Church before merging with the Methodist Church to become the United Methodist Church. This history is stated because the Chester Park Evangelical Church was the only church of its denomination in the city of Duluth until that 1968 merger creating The United Methodist Church. The building even had the honor of hosting the annual meeting of the state-wide conference of the Evangelical Church in 1948.

C. It is identified with a person or persons who significantly contributed to the cultural development of the City of Duluth, State of Minnesota, or the United States.

Architecturally, the original building was designed by the Duluth architect A. Reinhold Melander, a well-respected designer. A. Reinhold Melander was a graduate of Duluth Central High School and the University of Minnesota School of Architecture. He taught architecture at the U. of M. and the University of North Dakota for two years before partnering with Harold Starin in Duluth in 1924. During World War I he spent 21 months in France as a lieutenant of engineers. He established himself in Duluth with the firm of Starin and Melander. In 1930 he organized his own firm, A. Reinhold Melander Architects Inc., which in 1957 became Melander, Fugelso and Associates. In 1971 he joined with his son Donald K. to form the firm of Melander and Melander. From 1956 through 1964 he was on the executive board of the National Council of Architectural Registration Boards and served this group as president for two years.

RECEIVED SEP 13 2013

C. - 11

D. It embodies a distinguishing characteristic of an architectural type.

Chester Park United Methodist Church is a fine example of Neo-Gothic Revival style in the East End survey area and in the greater Duluth area representing the work of master architect, A. Reinhold Melander, in Duluth.

E. It is identified as the work of an architect or master builder whose individual work has influenced the development of the City of Duluth or the State of Minnesota.

A. Reinhold Melander was primarily known for his work on institutions—hospitals, schools and churches—throughout the upper midwest region. The buildings included:

- *All three general hospitals in Duluth (St. Luke's, St. Mary's, and Miller-Dwan)*
- *The general hospital in International Falls*
- *First Lutheran and First United Methodist churches*
- *The Northwestern Bank of Commerce*
- *The North Shore State Bank*
- *Somers Hall and the Science Building on the College of St. Scholastica campus*
- *The Duluth Post Office,*
- *Dormitories at Bemidji State University*
- *Duluth junior high schools*

F. It embodies elements of architectural design, detail, materials, and craftsmanship which represent significant architectural innovation.

Following with the Neo-Gothic Revival architectural style, the Chester Park United Methodist Church significant features include gothic arched windows, stained glass, stone surrounds, stone sills, bell tower, and brick and stone buttresses. Chester Park United Methodist Church also represents the work of a master architect, A. Reinhold Melander, in Duluth.

G. Its unique location or singular physical characteristics represent an established and familiar visual feature of a neighborhood, community, or the City as a whole.

The primary reason for seeking to classify the Chester Park United Methodist Church building as a locally designated property, having historical significance in the city of Duluth is that we would like to see the building re-used in a way that serves the good of the neighborhood and the wider community, since it no longer serves as the home of an active church congregation.

C. - 12

XI. Conclusions

A. Points in Favor:

It is our conclusion, based on the information in this report and by the study done by the City of Duluth Historic Resources Inventory Area-Phase IV project funded through a grant from the United States Department of the Interior, administered through the Minnesota Historical Society, under the authority of the National Historic Preservation Act of 1966, that the City of Duluth has already recommended this property as a candidate for historical designation. With this prior recommendation from the city and the meeting of the criteria presented here, this is a property worthy of Historical Designation.

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C. 13

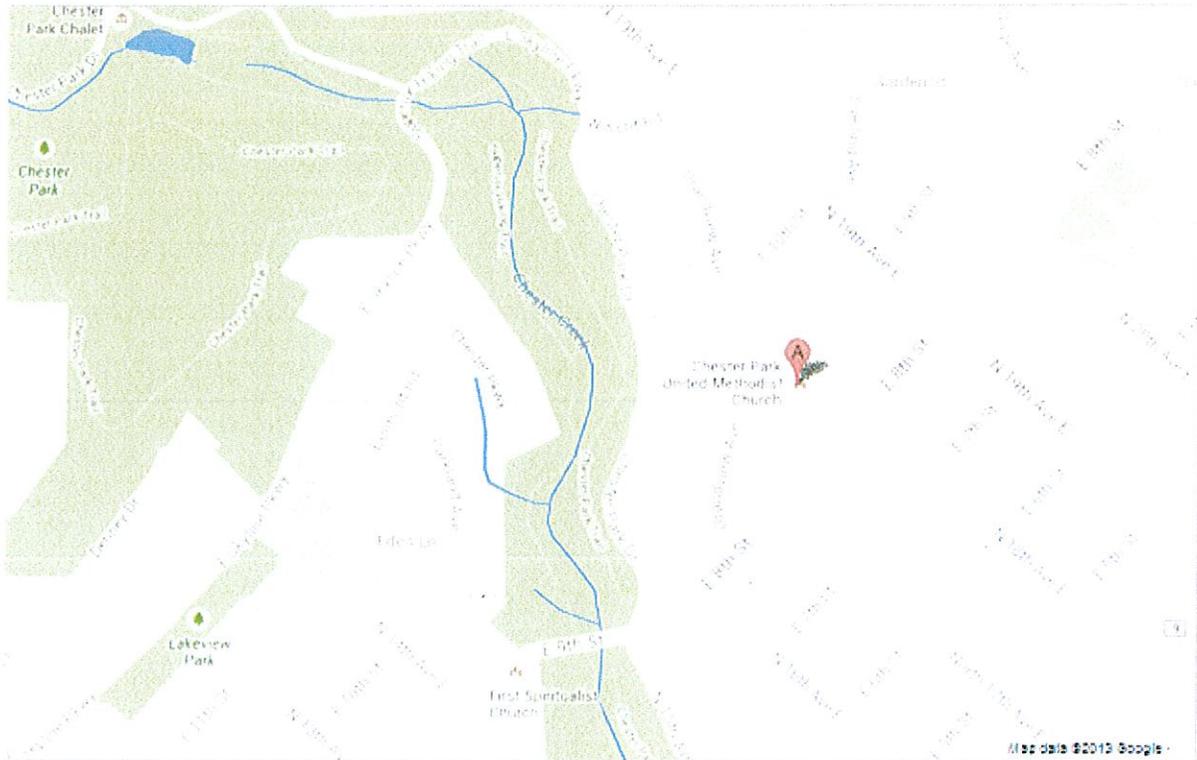
XII. Attachments

A. Bibliography

Larson, Jill. *Intensive Survey of Historic Resources in Duluth's East End (Part 1)*, 2007.

Pearson, Marjorie, Ph.D.; Nelson, Sara J.; Schmidt, Andrew. *Historic Resources Inventory for the East End Residential Area-Phas IV Duluth, Saint Louis*. 2012

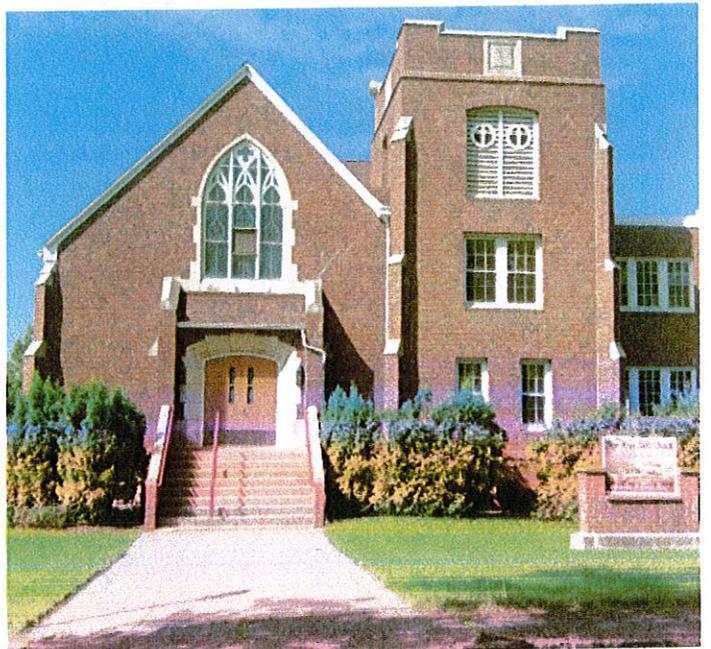
B. Location Map



C.-14

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C. Photos of subject property

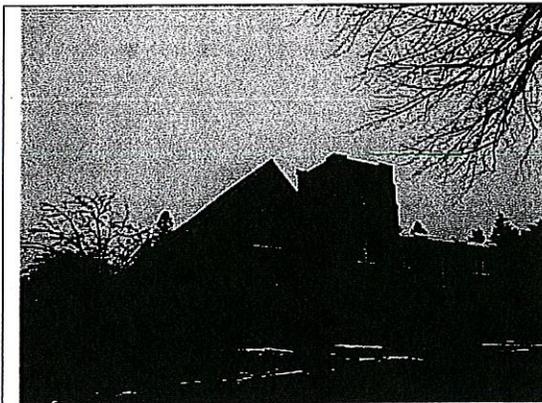


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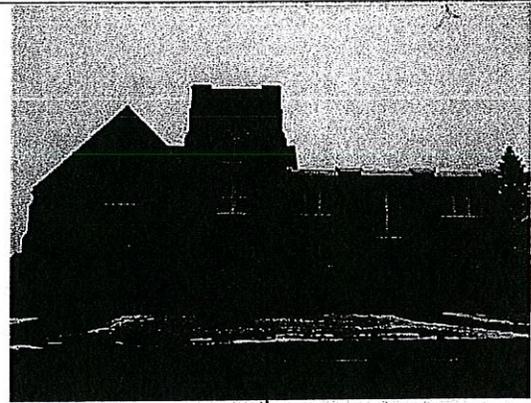
C-15

**Chester Park Evangelical Church (Resource # 352, SL-DUL-1936)
819 North 18th Avenue East**

This two-story Neo-Gothic Revival Church was designed in 1928 by A. Reinhold Melander for the Evangelical Church. Significant features include: gothic arched windows, stained glass, stone surrounds, stone sills, bell tower, and brick and stone buttresses. The building was surveyed in 1984 and included in the Group II category which means it is a generally important structure that contributes significantly to the heritage of Duluth. Because Chester Park Evangelical Church is a religious property it must be evaluated under Criterion Consideration A. The resource was constructed by a religious institution; it is presently owned by a religious institution and is used for religious purposes. "A religious property requires justification on architectural, artistic, or historic grounds to avoid any appearance of judgment by government about the validity of any religion or belief. Historic significance for a religious property cannot be established on the merits of a religious doctrine, but rather, for architectural or artistic values or for important historic or cultural forces that the property represents."⁵⁴ The church is a fine example of Neo-Gothic Revival style in the East End survey area and in the greater Duluth area. Chester Park Evangelical Church is recommended eligible under Criterion C because it embodies the distinctive characteristics of a type, period, or method of construction, and because it represents the work of a master architect in Duluth.



819 North 18th Avenue East



819 North 18th Avenue East

⁵⁴ National Register Bulletin 1990/1997:26.

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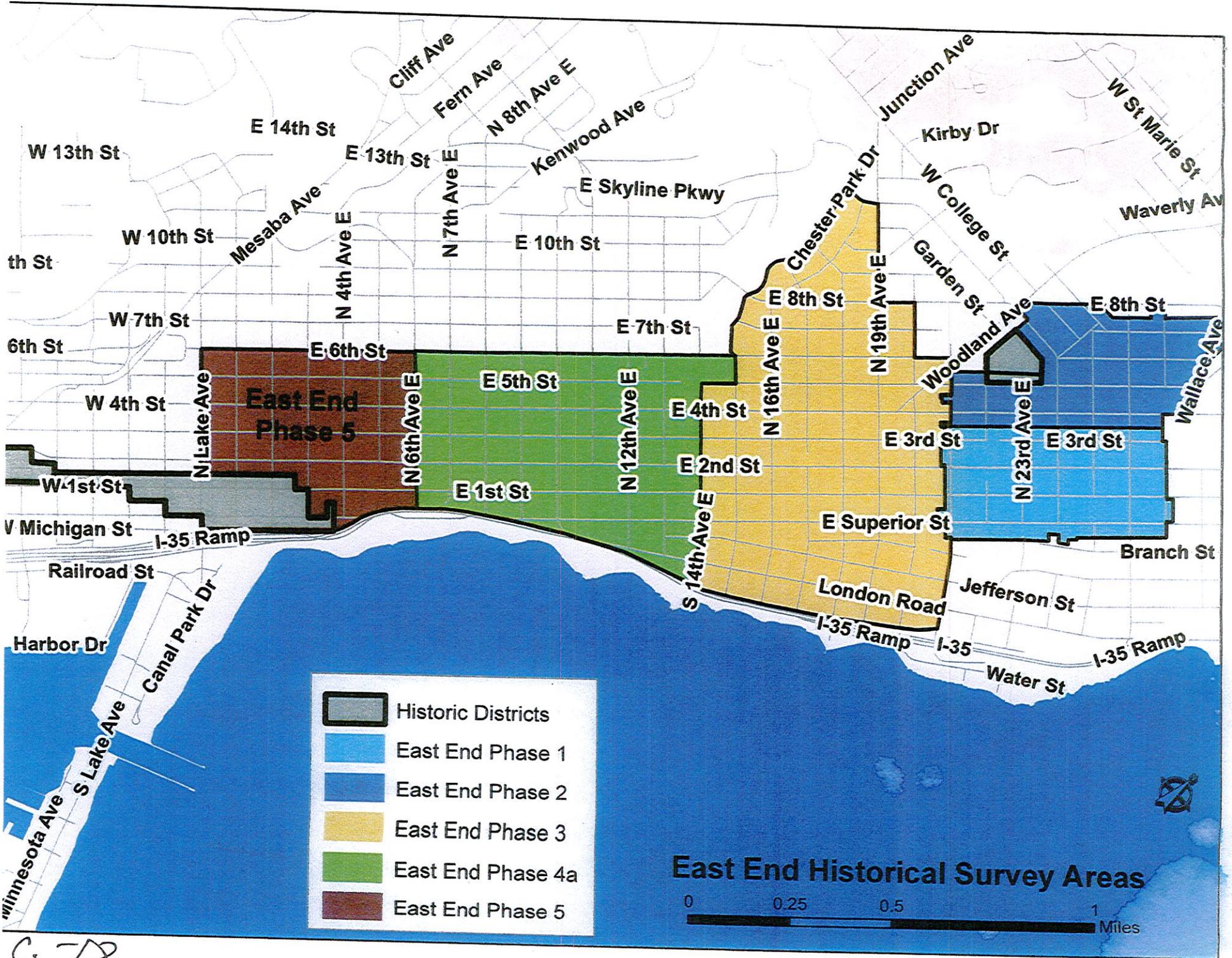
C-16

289	SL-DUL-3248	Duplex	1514-1516	JEFFERSON ST	Duplex	Craftsman	1923	Not eligible
290	SL-DUL-0500	Apartment	1518-1520	JEFFERSON ST	Apartment	Classical Revival	1909	Eligible-part of MPDF
294	SL-DUL-3252	Alvarado	1605-1607	JEFFERSON ST	Apartment	Victorian	1909	Eligible-part of MPDF
300	SL-DUL-3253	House	1617-1619	JEFFERSON ST	House	Craftsman	1915	Not eligible
301	SL-DUL-0486	Apartment	1622-1624	JEFFERSON ST	Apartment	Classical Revival	1913	Eligible-part of MPDF
303	SL-DUL-0488	Apartment	1709-1711	JEFFERSON ST	Apartment	Victorian	1911	Eligible-part of MPDF
305	SL-DUL-0490	Apartment	1725-1727	JEFFERSON ST	Apartment	Craftsman	1914	Eligible-part of MPDF
310	SL-DUL-0497	Duplex	1828-1830	JEFFERSON ST	Duplex	Victorian	1905	Eligible-part of MPDF
311	SL-DUL-0498	Apartment	1829-1831	JEFFERSON ST	Apartment	Victorian	1907	Eligible-part of MPDF
315	SL-DUL-0586	Salter School	1600	LONDON RD	School	Classical Revival	1909	Eligible-Criterion C
316	SL-DUL-3255	Duplex	1831	LONDON RD	Duplex	Classical Revival	1908	Eligible-part of MPDF
317	SL-DUL-3256	House	1917	LONDON RD	House	Craftsman	1919	Not eligible
318	SL-DUL-0588	Coca-Cola Plant	2002	LONDON RD	Industry	Moderne	1946	Not eligible
319	SL-DUL-0056	Bruen House	1429-1431	LONDON RD	Duplex	Neoclassical	1901	Eligible-part of MPDF
320	SL-DUL-1906	Apartment	216	N 14TH AVE E	Apartment	Colonial Revival	1911	Eligible-part of MPDF
325	SL-DUL-3260	House	316	N 15TH AVE E	House	Folk Victorian	1902	Not eligible
326	SL-DUL-1918	Children's Home Society	504	N 15TH AVE E	Apartment	Colonial Revival	1903	Eligible-Criteria A & C
321	SL-DUL-3257	Apartment	117-119	N 15th AVE E	Apartment	Victorian	1908	Eligible-part of MPDF
322	SL-DUL-3258	Townhome	208-214	N 15TH AVE E	Townhomes	Victorian	1901	Eligible-part of MPDF
323	SL-DUL-1912	Apartment	216-218	N 15TH AVE E	Apartment	Colonial Revival	1904	Eligible-part of MPDF
324	SL-DUL-3259	Townhome	219-225	N 15TH AVE E	Townhomes	Victorian	1891	Eligible-part of MPDF
327	SL-DUL-1920	Apartment	121	N 16th AVE E	Apartment	Spanish Revival	1927	Eligible-part of MPDF
329	SL-DUL-1921	Eischen House	221	N 16TH AVE E	House	Craftsman	1909	Potentially local designation
330	SL-DUL-1923	McLean House	320	N 16TH AVE E	House	Prairie	1910	Eligible-Criterion C
331	SL-DUL-1924	Harris House	330	N 16TH AVE E	House	Folk Victorian	1911	Potentially local designation
332	SL-DUL-3262	House	427	N 16TH AVE E	House	Folk Victorian	1903	Not eligible
333	SL-DUL-3263	House	529	N 16TH AVE E	House	Folk Victorian	1909	Not eligible
334	SL-DUL-3264	House	602	N 16TH AVE E	House	Craftsman	1912	Not eligible
335	SL-DUL-3265	House	608	N 16TH AVE E	House	Colonial Revival	1911	Not eligible
336	SL-DUL-3266	House	620	N 16TH AVE E	House	Craftsman	1914	Not eligible
337	SL-DUL-3267	House	701	N 16TH AVE E	House	Tudor	1927	Not eligible
338	SL-DUL-3268	House	702	N 16TH AVE E	House	Craftsman	1926	Not eligible
328	SL-DUL-3261	Apartment	15-17	N 16TH AVE E	Apartment	Colonial Revival	1911	Eligible-part of MPDF
339	SL-DUL-1928	House	118	N 17TH AVE E	House	Victorian	1910	Not eligible
340	SL-DUL-3269	House	418	N 17TH AVE E	House	Craftsman	1913	Not eligible
341	SL-DUL-1930	Apartment	502	N 17TH AVE E	Apartment	Victorian	1915	Eligible-part of MPDF
342	SL-DUL-3270	House	514	N 17TH AVE E	House	Tudor	1929	Not eligible
343	SL-DUL-3271	House	612	N 17TH AVE E	House	Craftsman	1913	Not eligible
344	SL-DUL-3272	House	629	N 17TH AVE E	House	Craftsman	1921	Not eligible
345	SL-DUL-3273	House	709	N 17TH AVE E	House	Craftsman	1921	Not eligible
346	SL-DUL-3274	House	17	N 18TH AVE E	House	Victorian	1900	Not eligible
347	SL-DUL-3275	Commercial Building	318	N 18TH AVE E	Commercial/Dwelling	One-part Commerical Block	1912	Not eligible
348	SL-DUL-3276	House	414	N 18TH AVE E	House	Stick	1893	Not eligible
349	SL-DUL-3277	House	419	N 18TH AVE E	House	Craftsman	1910	Not eligible
350	SL-DUL-3278	House	518	N 18TH AVE E	House	Craftsman	1927	Not eligible
351	SL-DUL-1935	Parkhurst House	616	N 18TH AVE E	House	Prairie	1924	Eligible-Criterion C
352	SL-DUL-1936	Chester Park Evangelical Church	819	N 18TH AVE N	Church	Neo Gothic	1928	Eligible-part of district
357	SL-DUL-3283	House	414	N 19TH AVE E	House	Craftsman	1927	Not eligible
358	SL-DUL-3284	House	430	N 19TH AVE E	House	Colonial Revival	1923	Not eligible
359	SL-DUL-3285	E. Fride House	629	N 19TH AVE E	House	Craftsman	1922	Potentially local designation
360	SL-DUL-3286	House	701	N 19TH AVE E	House	Craftsman	1926	Not eligible

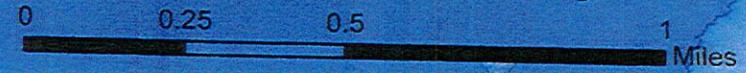
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C-17

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East End Historical Survey Areas



C. 78

PRESERVATION PLAN
CHESTER PARK UNITED METHODIST CHURCH HERITAGE PRESERVATION LANDMARK

I. INTRODUCTION

The following preservation plan contains design review guidelines which will serve as a basis for the Duluth Heritage Preservation Commission's permit review decisions with regard to The Chester Park United Methodist Church Preservation Landmark. These guidelines define the acceptable means by which the building's unique physical appearance can be preserved and enhanced through rehabilitation, restoration, or new construction.

The guidelines will be interpreted with flexibility depending on the particular merit of the proposed changes and their impacts on the portion of the building under review. Consideration will be given to the availability of historic building materials. When applying the guidelines, the Commission will also consider the economic impacts of the design requirements. Decisions of the Heritages Preservation Commission are subject to appeal to the City Council within ten days of written notice of the decision by any party aggrieved by the Commission's decision.

II. AREAS TO BE PRESERVED

- A. South, north, and east and exterior building facades.
- B. Entrance stairways, walks, approaches; and grounds on the south, north, east and west sides of the building.
- C. Stained Glass Windows in sanctuary

III. NEW CONSTRUCTION

New construction refers generally to any new addition to the building. The basic principle for new construction with the Chester Park United Methodist Preservation Landmark is to maintain the scale and character of the present building. In this case, any such addition would need to provide height, massing, setback, materials, and rhythm compatible to the original building. Guidelines for new construction focus on general rather than specific design elements as follows:

- A. Setback-Siting.
In general, new construction should match the setback of the original building.
- B. Massing, volume, and height.
Any new construction should conform to the massing of the original structure respecting the height, volume, and scale of adjacent structures.

C. Roofs, Caps and Cornices.

New roof, cap and/or cornice design should replicate the style of roof and materials of the original structure.

D. Materials and Detail.

Any new construction should match the bricks of the existing building.

E. Windows and Doors.

Windows should relate to those of the existing building in terms of solid to opening ratios, distribution of window openings, and window setback from the wall surface. The proportion, size, and detailing of windows and doors in any new construction should restore the appearance of the original façade and relate to that of the existing building.

IV. RESTORATION AND REHABILITATION

In general, the United States Secretary of the Interior's Recommended Standards for Historic Rehabilitation shall be followed (see Attachment A). In addition, the following standards shall be applied:

A. Masonry and Walls.

1. Original masonry and mortar shall be retained whenever possible without application of waterproofing, water repellent coatings or surface consolidation treatments unless these treatments are absolutely required to solve a specific technical problem.
2. Where necessary, repair or replacement of deteriorated materials should be made with new material that duplicates the old as closely as possible.
3. To preserve the life of building materials, masonry should be cleaned only when necessary to halt deterioration or to remove graffiti and stains. The gentlest method shall be used, such as the use of low pressure water or approved chemical solutions.
4. The original or early color and texture treatment of masonry surfaces should be retained wherever possible.
5. When repointing, old mortar shall be duplicated in composition, color and texture and be duplicated in joint size, profile type, and method of application in order to preserve the original appearance.

B. Roofs, Cornices, and Details.

1. The material of the existing roof should be matched when in need of repair.

2. All historic craftsmanship, detailing and decorating features that give the roof its essential character should be preserved or restored. Similar material shall be used to repair or replace deteriorating or missing architectural elements.

C. Windows and Doors.

1. Existing window and door openings shall be retained. Whenever possible, original windows and doors and their hardware shall be repaired for reuse.
2. A missing or non repairable original window or door should be replaced with a window or door that has an appropriate profile.
3. Replacement of windows and doors with new stock windows, sashes or doors shall not be allowed if they require alteration of the frame opening or if the size of the window panes, sash or door cause changes in the scales and original proportions of the building.
4. Infilling of window openings is generally not acceptable.
5. Plastic or metal awnings and fake shutters should not be allowed. Shutters are inappropriate for this building.
6. Heating and air conditions should be installed in such a manner as to not damage window and door frames or require the removal of the original doors or windows.
7. Storm windows and doors should be selected to be compatible with the character of the building and shall not damage window and door frames or require the removal of the original windows or doors. Exterior storm windows should be appropriate in size and color and should be operable.

V. **SIGNS AND ACCESSORIES**

Signs shall be compatible with the character of the building. Signs should not conceal architectural detail, clutter the building's image, or distract from the unity of the façade.

- A. Materials: sign materials shall complement materials of the existing building. Surface design elements shall not distract from or conflict with the structure's age and/or design.
- B. Type Styles: the type styles used to letter the signboard shall enhance the building's design and materials. Type styles should also be compatible with types from the period of the buildings construction.
- C. Method of Attachment: painted signs may be permissible on glass windows and doors. The façade shall not be damaged in sign installation except for minor attachment.

UNITED STATES SECRETARY OF THE INTERIOR'S
RECOMMEND STANDARDS FOR HISTORIC PRESERVATION PROJECTS

The secretary of the interior has developed standards for preservation projects as well as guidelines for applying them to activities from acquisition through rehabilitation and even reconstruction when necessary. The standards are used as the official criteria by which work on National Register historic properties is evaluated and eligibility for federal tax credits is certified.

- (1) Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
- (2) The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
- (3) All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
- (4) Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
- (5) Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site shall be treated with sensitivity.
- (6) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
- (7) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
- (8) Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.
- (9) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character or property, neighborhood or environment.

- (10) Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.





New Hope Bible Church
Spreading the Word of God
Sundays 10:00am
277-1811
1000 W. 10th St. - Fargo, ND

From: "David A. Bard" <pastor@fumcduluth.com>

Date: 11/27/2013 2:57:55 pm

To: <cursta@cpinternet.com>

Subject: RE: happy thanksgiving

Stacey,

The current sign in front of the Chester Park UMC building dates from the 1980s or 1990s. It replaced an older sign whose date or origin we are not sure of. What matters, I would think, is that this sign is not an original sign from the first construction of the building and would therefore not need to be part of a preservation plan.

David

PUBLIC WORKS AND UTILITIES COMMITTEE

14-001-0

ORDINANCE NO. _____

AN ORDINANCE CHANGING MONTHS FOR SPRINKLING CREDIT TO MAY THROUGH SEPTEMBER, AMENDING SECTION 43-9 OF THE DULUTH CITY CODE, 1959, AS AMENDED.

CITY PROPOSAL:

The city of Duluth does ordain:

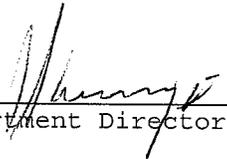
Section 1. That Section 43-9 of the Duluth city code, 1959, as amended, is hereby amended to read as follows:

Sec. 43-9. Allowance for outdoor use--conditions.

During the months of ~~May~~April through ~~September~~August, the amount of wastewater determined to be discharged by a user shall be reduced by the amount of water determined to be used during such months in such manner that it does not enter the sanitary sewer system; provided, that such reduction shall not exceed the difference between the actual water consumption during each such month and the average of water consumption as determined for the immediately preceding months of October through March. The director of public works and utilities~~water and gas~~ of the city is hereby authorized to promulgate regulations not inconsistent with the provisions of this Section, which regulations shall be published in the official newspaper of the city ten days prior to going into effect and shall be available for examination and copying at the office of public works and utilities department~~water and gas department's main office~~ during normal business hours.

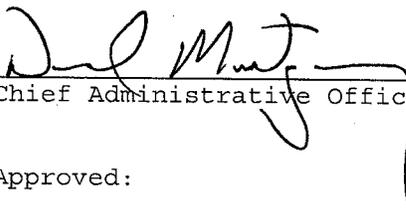
Section 2. That this ordinance shall take effect 30 days after its passage and publication.

Approved:



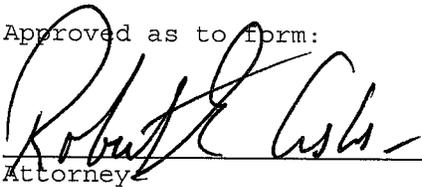
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PWU/ATTY REA:de 12/19/2013

STATEMENT OF PURPOSE: The purpose of this ordinance is to change the months during which the so-called "sprinkling credit" is available to the city's sewer customers to more closely reflect when lawn and garden watering is more likely to be actually occurring.