

AGENDA
FREDENBERG TOWN BOARD MEETING
April 1, 2020

IN KEEPING WITH THE INTENT OF THE OPEN MEETING LAW:
THE BOARD WILL PROVIDE AN OPPORTUNITY FOR PUBLIC COMMENT,
DURING THE OPEN FORUM PORTION OF THIS MEETING

NOTE: All issues discussed during the board meeting, including visitor business, are subject to publication in the board minutes, by the media or by other methods.

Call to order

Pledge of Allegiance

Approval of minutes from March 4, 2020 meeting

Treasurer's Report

Correspondence

Review of bills

Reports:

Clerk, Roads, Fire Department, Cemetery, Park/Rec, Community Center, Recycle Center, Other Meetings
Attended.

Open Forum (opportunity for Public to present issues, **TIME LIMIT 3 MINUTES per person.**)

Old Business

- a. East Cook Lake Road paving request
- b. Conditional Use Permit for Lakehead Trucking at 6464 Fredenberg Lake Road

New Business

- a. Quotes for 2020 Township Property Mowing
- b. Quotes for 2020/21 Township Road Work
- c. Ordinance for Gravel Pit Moratorium for Township & Resolution #2020-007
- c. Second Township Board Meeting in April on Wednesday, April 15, 2020

OTHER MEETINGS OR GATHERINGS WHICH MAY INCLUDE A QUORUM OF TOWN SUPERVISORS: Local Board of Appeal & Equalization, Wed. April 29, 2020 from 1-2pm in Fredenberg Town Board Room, Board Supervisors with St. Louis County assessor (remotely). Appeals by written or email only.

April 1, 2020 meeting
March 2020 CORRESPONDENCE

Mail:

- 03/09/20 Hermantown School District, Regular Meeting Agenda for March 9, 2020 at 6 pm.
- 03/25/20 Hermantown School District, Notice of Special Meeting, March 25, 2020 at 11am.
- 03/30/20 St. Louis County Planning & Community Development Dept., notice of cancellation of hearing for 6464 Fredenberg Lake Road, Duluth, MN 55803 on Thurs. April 9, 2020 (provided to supervisors in mtg packet).
- 03/30/20 Kevin Z. Gray, St. Louis County Administrator & Matthew Johnson, Planning & Community Development, notice of all public hearings and meetings for Planning Commission and Board of Adjustment cancellation (provided to supervisors in mtg packet).
- 03/30/20 Kelly Biondi, All Night Grad. Party Committee, thank you for donation to party.

E-mails:

- 03/02/20 Chris and Melissa Bell, regarding Conditional Use Permit (CUP) for 6464 Fredenberg Lake Road.
- 03/02/20 Mark and Brenda Toms, regarding CUP for 6464 Fredenberg Lake Road.
- 03/02/20 Joseph Stingl, regarding CUP for 6464 Fredenberg Lake Road.
- 03/02/20 Kathryn Stingl, regarding CUP for 6464 Fredenberg Lake Road.
- 03/03/20 St Louis County, Ryan Sauve, county assessor, regarding update on property values in Fredenberg Township.
- 03/03/20 Ehlers, Todd Hagen, CIPMA, updated status report for outstanding debt (Board please review).
- 03/03/20 Ken Johnson, President of Fredenberg Lake Association regarding CUP for 6464 Fredenberg Road.
- 03/04/20 Melissa Bell, regarding CUP for 6464 Fredenberg Lake Road.
- 03/04/20 Patty Wheeler, regarding CUP for 6464 Fredenberg Lake Road.
- 03/04/20 Sarah Williams, Susan Williams, Geoffrey Williams, Joel Williams & Roger Williams regarding CUP for 6464 Fredenberg Lake Road.
- 03/04/20 Jason Campbell, regarding CUP for 6464 Fredenberg Lake Road.
- 03/04/20 St. Louis County, Public Health, update on fine tuning of its emergency communication Plan in the event of a confirmed case of COVID-19.
- 03/06/20 MN State Auditor, E-update for March 2020.
- 03/06/20 Janet Simonen, regarding CUP for 6464 Fredenberg Lake Road.
- 03/09/20 Kathryn Stingl, report of road damage by ATV on Miller Lane (forwarded to Jim Ray).
- 03/10/20 Patty Wheeler, regarding CUP at 6464 Fredenberg Lake Road.
- 03/13/20 MAT, notice of postponed MAT's Spring Short Courses.
- 03/13/20 OSA, E-update.

03/13/20 MN Dept. of Health, strategies to slow the spread of COVID-19 in MN.

03/20/20 OSA, E-update.

03/20/20 Jennifer Bourbonais, St. Louis County Planning and Community Development on CUP Application status for Lakehead Trucking, 6464 Fredenberg Lake Road (forwarded to Town Board Supervisors via email).

03/20/20 St. Louis County Public Health Dept., Stephany Medina, offer of assistance.

03/20/20 St. Louis County, Nancy Nilsen & Krista Schmitz, requests for early distribution of 2020 tax collections (which our township has not done in the past).

03/20/20 MAT 2020 Newsletter (forwarded to Town Board Supervisors via email).

03/23/20 MAT, invitation to conference call on March 26, 6-7pm, updates, operations planning... (forwarded to Town Board Supervisors via email).

03/25/20 Greg Flanagan, regarding CUP at 6464 Fredenberg Lake Road,

03/26/20 St. Louis County, Stephany Medina, Covid19 Week 2 Updates.

03/26/20 Deb and Bill Roach, regarding CUP at 6464 Fredenberg Lake Road.

03/26/20 Greg Flanagan, regarding moratorium on gravel pits in township.

03/27/20 Patty Wheeler, regarding CUP at 6464 Fredenberg Lake Road.

03/27/20 Bill Miller, regarding moratorium on gravel pits in township.

03/27/20 MN State Auditor, E-update for March 27, 2020.

03/29/20 Katherine Harris, regarding CUP at 6464 Fredenberg Lake Road.

03/29/20 Peter & Carol Zambrano, regarding CUP at 6464 Fredenberg Lake Road.

03/30/20 John & Barbara Martens, regarding gravel pit near Fredenberg Lake.

03/30/20 Dr. Kelly Powell, regarding CUP at 6464 Fredenberg Lake Road.

03/30/20 Kathryn Stingl, regarding CUP at 6464 Fredenberg Lake Road.

03/30/20 Oly Olson, regarding CUP at 6464 Fredenberg Lake Road.

03/30/20 Janet Olson, regarding CUP at 6464 Fredenberg Lake Road.

03/30/20 Oly Olson, regarding moratorium on gravel pits in township.

03/31/20 Frank & Karen Koshere, regarding moratorium on gravel pits in township.

03/31/20 Kay Beinke, regarding moratorium on gravel pits in township.

03/31/20 Peter & Sarah Seglem, regarding Cup at 6464 Fredenberg Lake Road and moratorium on pits.

03/31/20 Bruce & Bonnie Anderson, regarding moratorium on gravel pits in township.

**FREDENBERG TOWN BOARD
SAINT LOUIS COUNTY, MINNESOTA**

**MINUTES OF PROCEEDINGS
March 4, 2019**

**TIME & PLACE: 7:00 pm
TOWN HALL/COMMUNITY CENTER**

The monthly meeting was CALLED TO ORDER at 7 pm by Chair Clay Cich. Also, present were: Deb Pawlowicz, Jim Ray, Tim Wagner, Walter Rapp was absent Mary Skafte & Diane Palmstein/clerks present, Bill O'Brien, treasurer was present. 32 individuals stood with the Board to recite the Pledge of the Allegiance.

APPROVAL OF MINUTES: Feb. 5, 2020 meeting minutes reviewed by the Board, Jim Ray made motion to accept without corrections, Clay Cich seconded. **4 YEAS 1 ABSENT. MOTION PASSED.**

TREASURER'S REPORT: checkbook has been reconciled for 2020 now that CTA's for 2019 was sent to the MN State Auditor. Current checkbook as of 2/12/2020 is \$346,820.21. Funds available is \$538,284.67, which includes CD's totaling \$201,164.70.

CORRESPONDENCE: 15 total: 5 mail and 10 e-mails were received and reviewed by the Board.

REVIEW OF BILLS: There remains a credit on Century Link account of \$266.00. No corrections. Deb Pawlowicz made motion to accept check #9921 to 9933, totaling \$31,768.74, Tim Wagner seconded. **4 YEAS 1 ABSENT. MOTION PASSED.**

REPORTS:

Clerk – Patty Monson-Geertz/resident had requested supervisors pick possible dates in May for Informational Meeting on Base 1 coating with sales rep., clerks will follow up after supervisors review their May calendars. Clerks requested to advertise for 2020/2021 Township Road Work Quotes, Clay Cich made a motion to advertise for Road Work quotes, Deb Pawlowicz seconded, **4 YEAS 1 ABSENT. MOTION PASSED.** Clerks requested to advertise for 2020 Township Mowing Quotes, Clay Cich made a motion to advertise for Mowing Quotes, Tim Wagner seconded. **4 YEAS 1 ABSENT. MOTION PASSED.** MN Power Foundation notified the township that we received a \$1,400 grant to purchase an AED for Town Hall, unit to be purchased through MN American Red Cross. New computer purchased for office, including keyboard and backup unit (just over \$600.00). Had a possible breach of security the day after the computer was installed and it was brought back into Best Buy to be serviced. Election held on 3/3/2020, judges handled everything very smoothly, 241 residents voted. Kathy Pearson/ Head Election Judge informed the meeting that in Fredenberg Township: Joe Biden was the winner in the Democratic race and Donald Trump was the winner in the Republican race. Clerks will be publicizing soon for additional judges for coming primary & general elections coming up this year. Township Annual Meeting is next Tuesday, March 10 at 7 pm in the Town Hall.

Road Report - it was a quiet snow month, some slippery conditions on township gravel roads.

Fire Department- responded to 6 calls during February, 4 medical calls (including 1 mutual aid), 1 mutual aid structure fire & 1 snowmobile accident. In February, members trained on Patient Assessment skills, completed their EMT refresher, & completed all the vehicle maintenance for the month. Please check your smoke and carbon monoxide alarms to be sure the batteries are working. Replace those that are not working. Watch for a Smoke Alarm Installation Day coming up in April. Fire department members will be working the American Red Cross to install smoke alarms for community members.

Cemetery – now closed

Parks & Rec – skating rink is still holding ice, another bulb burnt out, because the bulbs are difficult to change will look into using LED's in the spring.

Community Center- the tables and chairs were looked over for sharp edges and none were found that could be the cause for snags in carpet. Clay Cich has been researching purchase of a stainless-steel island and rolling grill with cart for the kitchen, he spoke with Linda Bergstrand from the Fire Dept. as they borrow grills from MN Power for their pancake feed and have difficulty hauling them to the Community Center and organizers of the Santa Breakfast have the same issue, he has found these items at an estimated cost of \$2,500 to \$3,000. Clay Cich made a motion to purchase a stainless-steel island and stainless-steel grill with rolling cart for Community Center, Jim Ray seconded.

4 YEAS 1 ABSENT. MOTION PASSED.

Recycle Center – doing great. Deb Pawlowicz checked into Township Road Clean Up Day and has found 1 area hauler who will pick up for free if the other area hauler will do it for free also.

Other Meetings- none

OPEN FORUM: per Mary Skafte from Connie & Mort Moriarity/custodians the locks on the front door of the town hall are slipping and locking inadvertently. This happened during elections. They request that all doors/locks in Community Center be looked at for replacement.

OLD BUSINESS

East Cook Lake Road Paving Request: no update

Recycle Center Operations, Policies and Resolutions: Draft copies of Recycle Center Operations Policy and Inclement Weather Policy were presented, read aloud by Deb Pawlowicz & reviewed by the Board. Deb Pawlowicz made a motion to accept Resolution 2020-003 accepting the Recycle Center Operations Policy, Recycle Guidelines and Inclement Weather Policy, Jim Ray seconded. **4 YEAS 1 ABSENT. MOTION PASSED.**

NEW BUSINESS

Resolution 2020-004, donation request from Excellence in Education Banquet for Proctor/Hermantown Schools: request for donation presented, there are 3 students from Fredenberg listed, Deb Pawlowicz made a motion to donate \$100.00 to the Excellence in Education Banquet, Tim Wagner seconded. **4 YEAS**

1 ABSENT. MOTION PASSED.

Conditional Use Permit for 6464 Fredenberg Lake Road, Resolution 2020-005: At request of Mark and Brenda Toms, Mary Skafte/clerk read aloud their letter to the Town Board (letter available at the Town Hall Office for public information). The Board also reviewed letters received from six residents regarding this permit. Residents addressing the Board to oppose the permit were: Ken Johnson (as a rep. for the Fredenberg Lake Road Association), Kathy Stingl, Sara Williams, Deb Roach, Stephanie Love, Mike Anderson, Frank Bartsh, Bruce Anderson, Patty Wheeler & Ole Olson. Kathy Pearson wanted to know how the County notified the Township (in correspondence read at Feb. 4, 2020 Board Meeting) and how the Board got together to do a draft resolution, Jim Ray explained that he and Clay Cich met with clerks last Saturday am and Deb Pawlowicz and Tim Wagner were informed by clerks that there was a draft resolution to review at the office. Ben Pearson questioned how the Board processes Board vacancies, addresses votes from the annual meeting. He also supported the permit request. Jeff Blix informed the Board that at one time his township road was given up by the township for a gravel pit and returned to the township in better shape once the pit closed. Draft Resolution 2020-005 was read aloud by clerk. Board Supervisors discussed their stance: Clay Cich opposed the permit because of the use of township roads and adverse effects to local properties, Jim Ray opposed the permit because of the use of township roads, Deb Pawlowicz opposed the permit because of the adverse effects to local properties and traffic. Tim Wagner felt he didn't have enough information and would not vote in favor of the resolution. Clay Cich made a motion to adopt Resolution 2020-005 Objecting to Conditional Use Permit for LTI Holdings LLC's request for Borrow Pit as an Extractive Use-Class II at 6464 Fredenberg Lake Road, Duluth, MN, Jim Ray seconded. **3 YEAS 1 NAY 1 ABSENT. MOTION PASSED.**

Second Meeting in March, on March 18, 2020 at 7:00 pm was not cancelled.

OTHER MEETINGS: Fredenberg Township Annual Meeting on Tuesday, March 10, 2020 at 7pm in the Fredenberg Town Hall. St. Louis County Planning & Community Development Conditional Use Permit on March 12, 2020 at 9:45 am in Virginia, MN. Duluth Area Township Meeting on March 19, 2020 at 6:30pm at the Rice Lake Town Hall.

ADJOURNMENT: Clay Cich made a motion to adjourn meeting, Tim Wagner seconded. **4 YEA 1 ABSENT. MOTION PASSED.** Meeting adjourned at 8:50 pm.

As on 3/11/2020

Fund	Beginning Balance	Receipts	Sale of Investments	Transfers In	Disbursements	Purchase of Investments	Transfers Out	Ending Balance	Investment Balance	Total Balance
General Fund	103,258.45	1,888.95	0.00	0.00	15,548.08	0.00	0.00	89,599.32	201,164.70	290,764.02
Road and Bridge	17,829.89	12,136.57	0.00	0.00	2,604.18	0.00	0.00	27,362.28	0.00	27,362.28
Township Buildings	40,000.00	1,100.00	0.00	0.00	6,402.78	0.00	0.00	34,697.22	0.00	34,697.22
Storm Clean up	33,777.26	0.00	0.00	0.00	0.00	0.00	0.00	33,777.26	0.00	33,777.26
Fire Hall Bond	63,000.00	430.21	0.00	0.00	56,750.00	0.00	0.00	6,680.21	0.00	6,680.21
Road Paving	13,027.38	1,211.98	0.00	0.00	0.00	0.00	0.00	14,239.36	0.00	14,239.36
Parks & Rec	10,000.00	0.00	0.00	0.00	738.46	0.00	0.00	9,261.54	0.00	9,261.54
Cemetery	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	1,000.00
Fire Department	75,600.00	0.00	0.00	0.00	0.00	0.00	0.00	75,600.00	0.00	75,600.00
Reservoir Riders	35,802.83	24,534.62	0.00	0.00	48,041.94	0.00	0.00	12,295.51	0.00	12,295.51
Recycling Center	1,978.71	0.00	0.00	0.00	2,461.29	0.00	0.00	(482.58)	0.00	(482.58)
Total :	395,274.52	41,302.33	0.00	0.00	132,546.73	0.00	0.00	304,030.12	201,164.70	505,194.82

Monthly Reconciliation for Fredenberg Township As of 3/11/2020

Business Checking Plus Public Funds Balance **\$341,269.29**
 Outstanding checks **-\$37,239.17**
 Outstanding deposits
 Sub Total **\$304,030.12**

Investments
 WF CD #7554408497 (03/02/21 - 19 month, 0.05 Percent) **\$50,000.00**
 NBC CD #891416 (4/24/20 - 7 month APY of 2.0 percent, \$1164.70 from previous CD) **\$51,164.70**
 NBC CD #891408 (4/24/20 - 7 month APY of 2.0 percent) **\$50,000.00**
 NBC CD #891390 (4/24/20 - 7 month APY of 2.0 percent) **\$50,000.00**

Total Funds Available **\$505,194.82**

Checking Account high balance for the reporting period **\$346,570.21**

Checking Account low balance for the reporting period **\$341,269.29**

Date Range : 2/29/2020 To 4/1/2020

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
04/01/2020	Top Notch Home Finishing	Plow/salt: Comm.Center, Feb. 7, 29 March 2. R/Center, Feb. 17. March 5	9944	\$945.00	100-431125-220-703 863-43125-220-706	Ice and Snow Removal Ice and Snow Removal	\$720.00 \$225.00
04/01/2020	St. Louis County - Auditor	Waste Assessment, Community Center \$54, Recycle Center \$18, Fire Hall \$54	9945	\$126.00	100-49371-437-	Property taxes	\$126.00
04/01/2020	Century Link	telephone and High Speed, Public WIFI	9946	\$30.46	100-41110-321- 100-41110-325-	Council/Town Board Council/Town Board	\$15.46 \$15.00
04/01/2020	Forum Communications	Advertising, Mowing, Road Work and Annual Meeting	9947	\$344.32	100-42281-343- 201-43122-343- 100-41321-343-	TH/CC Unpaved Streets Annual Mtg	\$145.26 \$96.84 \$102.22
04/01/2020	Minnesota Power	Town Hall and Skating Rink	9948	\$313.27	100-49570-381- 403-49570-381-	Electric Utilities - Transmission and Distribution Electric Utilities - Transmission and Distribution	\$298.73 \$14.54
04/01/2020	Bond Trust Services Corporation	Fire Hall Bond	9949	\$575.00	100-47501-301-702	Fiscal Agent's Fees	\$575.00
04/01/2020	Lake Country Power	March 2020 Electrical	9950	\$122.48	863-49580-381-706 403-49580-381-404	Electric Utilities - Customer Account Expense Electric Utilities - Customer Account Expense	\$97.98 \$24.50

Date Range : 2/29/2020 To 4/1/2020

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
04/01/2020	Steve Happy	Port-a-potty/ recycle center and Sledding Hill (January)	9951	\$340.00			
04/01/2020	St. Louis County Public Works Dept	Sanding Township Roads 9/1/2019 to 12/31/2019	9952	\$2,099.54	863-43250-300-706 403-43250-300-404	Sewage Collection and Disposal Sewage Collection and Disposal	\$170.00 \$170.00
04/01/2020	Plunkett's Pest Control, Inc	pest service	9953	\$179.63	201-43127-224-	Sanding rds	\$2,099.54
04/01/2020	Wells Fargo-Visa	Credit card (Mary) Computer, Webcam and election food	9954	\$1,041.12	213-43270-300-703	Pest Control	\$179.63
04/01/2020	Wells Fargo-Visa	Credit Card (Diane) Newsletter, elections, AED and office Expenses	9955	\$1,963.49	100-41425-201- 100-41410-210-	Clerk Elections	\$949.01 \$92.11
04/01/2020	Mary Pat Skafte	March 2020, Mileage and Office Supplies (Printer Drums, Zoom Membership)	9956	\$233.74	100-41901-203- 100-41410-210- 100-41425-201- 100-42281-241- 100-41321-204-	Printing Newsletter Elections Clerk TH/CC Annual Mtg	\$422.50 \$2.99 \$69.08 \$1,457.93 \$10.99
04/01/2020	James Ray	Mileage for roads.	9957	\$62.68	201-43176-331-	Road Repair	\$62.68
04/01/2020	Clay Cich	Mileage for Planning and Zoning	9958	\$73.60	100-41110-331-	Council/Town Board	\$73.60

Date Range : 2/29/2020 To 4/1/2020

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
04/01/2020	Diane Palmstein	Mileage for Elections	9959	\$20.13	100-41410-331-	Elections	\$20.13
04/01/2020	Gloria Pothast	Election and Training	9960	\$175.50	100-41410-103-	Elections	\$175.50
04/01/2020	Kathy Pearson	Chief Election, Training and Set up.	9961	\$172.25	100-41410-103-	Elections	\$172.25
04/01/2020	Sharon Nylander	Election and Training	9962	\$90.00	100-41410-103-	Elections	\$90.00
04/01/2020	Deb Roach	Elections and Training	9963	\$90.00	100-41410-103-	Elections	\$90.00
04/01/2020	Kerry Amborn	Election and Training	9964	\$84.00	100-41410-103-	Elections	\$84.00
04/01/2020	Devaney O'Brien	Elections and Training	9965	\$90.00	100-41410-103-	Elections	\$90.00
04/01/2020	Connie Moriarity	Elections and Training	9966	\$96.00	100-41410-103-	Elections	\$96.00
04/01/2020	Sharon Birkland	Elections and Training	9967	\$111.00	100-41410-103-	Elections	\$111.00
04/01/2020	Frances Williams	Election and Training	9968	\$111.00	100-41410-103-	Elections	\$111.00
04/01/2020	Shirley Slettedahl	Election and Training	9969	\$96.00	100-41410-103-	Elections	\$96.00
04/01/2020	D.G. Solem & Sons LLC	2nd Half Fire Department Boiler	9970	\$4,846.50	502-42280-404-	Fire Stations and Buildings	\$4,846.50

Date Range : 2/29/2020 To 4/1/2020

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>	
Total For Selected Claims							\$14,432.71	\$14,432.71

Clay Cich		Chair, Town Supervisor				Date	
Debra Pawlowicz		Town Supervisor				Date	
James L Ray		Vice Chair, Town Supervisor				Date	
Tim Wagner		Town Supervisor				Date	
Walter Rapp		Town Supervisor				Date	

RESOLUTION # 2020-007

TOWN OF FREDENBERG

ST. LOUIS COUNTY, MINNESOTA

RESOLUTION APPROVING CONTRACT FOR PROFESSIONAL SERVICES WITH ARROWHEAD REGIONAL DEVELOPMENT COMMISSION

WHEREAS, Arrowhead Regional Development Commission ("ARDC") is in the business of providing professional planning and development services to northeast Minnesota and its communities; and

WHEREAS, Fredenberg Township desires to have the issue of gravel pits, borrow pits, crushing and batch plants studied for the purpose of creating zoning regulations for the health, safety and welfare of residents of the Town as required by Ordinance No. 20-___; and

WHEREAS, Fredenberg Township desires to contract with ARDC for the purpose of studying the use of gravel pits, borrow pits, crushing and batch plants within the Town; and

WHEREAS, a proposed Contract for Professional Services between Fredenberg Township and ARDC is attached hereto as Exhibit A; and

WHEREAS, the Board of Supervisors believes that it is in the best interest of Fredenberg Township that such bids be advertised for at the earliest possible time.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FREDENBERG TOWNSHIP, MINNESOTA:

The Contract for Professional Services between Fredenberg Township and ARDC attached hereto as Exhibit A is hereby approved.

The Chairman of the Board is hereby authorized and directed to execute and deliver such Contract for Professional Services on behalf of the Township.

This Motion was adopted by the Board of Supervisors on this ___ day of _____, 2020, upon the following votes: **YEAS:___ NAYS:___ ABSTAIN:___**

Chairman

ATTEST:

Clerk

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made effective as of the 1st day of April, 2020 by and between **Fredenberg Township**, hereinafter referred to as "Town", and **Arrowhead Regional Development Commission**, hereinafter referred to as "Consultant", in response to the following situation:

Town desires to consult with Consultant for the purpose of studying the use of gravel pits, borrow pits, crushing and batch plants within the Town ("Project").

Consultant is willing to provide consulting services with regard to the Project to Town pursuant to these terms of this Agreement.

NOW, THEREFORE, Town and the Consultant do mutually agree as follows:

Services to be Performed.

The contact person for the Consultant services to be performed shall be Andy Hubley, AICP.

Consultant shall provide consulting services to Town with respect to the Project.

The scope of services to be provided to Town by Consultant is as set forth on Exhibit A attached hereto.

Personnel. Consultant will secure, at his/her/its own expense, all personnel required to perform the services under this Agreement, and such personnel shall not be the employee(s) of, nor have a contractual relationship with, Town.

Assignability. Consultant shall not assign any interest in this Agreement, shall not contract with others to perform Consultant's services and shall not transfer any interest in this Agreement without the prior written approval of Town.

Agreement Period. This Agreement shall be effective as of the date hereof and shall continue until terminated as provided in paragraph 5 hereof.

Termination of Agreement. Either Consultant or Town may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the Consultant under this Agreement shall be delivered to Town and Consultant shall be entitled to compensation for time expended and expenses incurred to the date of termination.

Independent Contractor. The relationship between the Consultant and Town shall be that of an independent contractor. Nothing herein shall in any way make or create any employer employee relationship between Town and Consultant.

Standard of Performance and Insurance; Indemnity. All services to be performed by Consultant hereunder shall be performed in a skilled, professional and non-negligent manner. Consultant shall obtain and maintain at his/her/its cost and expense:

Comprehensive general liability insurance that covers the consultant services performed by Consultant for Owner with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for Owner with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

Worker's compensation insurance covering Consultant (if an individual) all of Consultant's employees with coverages and limits of coverage required by law.

In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of Two Million Dollars (\$2,000,000.00). Said policy need not name the Town as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.

Consultant shall indemnify and hold harmless Owner from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder.

Consultant certifies that Consultant is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Consultant (if an individual) nor Consultant's employees and agents will be considered Owner employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Consultant and any claims made by any third party as a consequence of any act or omission on the part of Consultant or any employee of Consultant are in no way Owner's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to Owner, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. Owner shall be named as additional insured under such Consultant's comprehensive general liability policy. The insurer will provide at least thirty (30) days prior written notice to Owner, without fail, of any cancellation, non-renewal, or modification of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to Owner, without fail, of any cancellation of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant shall provide Owner with appropriate endorsements to Consultant's comprehensive general liability policy reflecting the status of Owner as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided Owner by the insurance company providing such insurance policy to Consultant.

The Consultant shall require any subcontractor permitted by Owner under Section 3 hereof to perform work for Consultant on the Project to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work on the Project. Consultant shall require any such subcontractor to provide to Consultant a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and Owner shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to Owner and Consultant, without fail, of any cancellation, non-renewal, or modification of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to Owner, without fail, of any cancellation of any of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Owner shall also be provided with appropriate endorsements to subcontractor's comprehensive general liability policy reflecting the status of Owner as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided Owner by the insurance company providing subcontractor's comprehensive general liability policy.

Other Projects. Consultant and Town may, by separate agreement, identify other projects for which the services of the Consultant are desired and that are outside the scope of this Agreement. Such separate agreement shall specify the work to be performed on such separate projects and the fees to be paid to the Consultant in connection with such special projects.

Compensation. Consultant shall be compensated for the services to be performed hereunder as set forth in Exhibit B. Consultant shall submit to Town itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services.

Recordkeeping. Consultant hereby agrees:

To maintain all books, documents, papers, accounting records and other evidence pertaining to the fees and expenses for which it seeks payment or reimbursement hereunder and appropriate records with respect to the services performed by it under this Agreement.

To make such materials available at its office at all reasonable times during the Agreement Term and for three (3) years from the date of final payment under this Agreement for inspection by Town and copies thereof shall be furnished to Town upon request by Town.

Data Practices Act. Consultant acknowledges that Town is subject to the provisions of the Minnesota Government Data Practices Act. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Town in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and Town. Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify Town and consult with Town as to how Consultant should respond to the request. Consultant's response shall comply with applicable law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from Town.

No Prohibited Interest. Consultant represents and warrants to Town that no employee, officer or agent of Town, any member of the family of any such person, any partner of any such person or any organization which employs or is about to employ any of the above has a financial or other interest in the business of Consultant.

Confidentiality. Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to Town by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of Town or as required by any applicable law, rule, regulation or ordinance of Town or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of Town, or parties contracting with Town.

Intellectual Property Rights. For the purposes of this Agreement, Project Materials means copyrights and all works developed in the performance of this Agreement, including, but not limited to, the finished product and any deliverables, including any software or data. Project Materials do not include any materials that Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this Agreement. All Project Materials are agreed by Consultant to be "works made for hire" as defined under 17 U.S.C. §101, for which Town has the sole and exclusive right, title and interest, including all rights to

ownership and copyright and/or patent. In addition, Consultant hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to Town. Consultant shall provide Town, at no additional cost to Town, with copies of all Project Materials. Upon request by Consultant, Town may authorize Consultant to use specified Project Materials to evidence Consultant's professional capabilities. In all such uses of Project Materials by Consultant, reference shall be made to Town and the Project and that the Project Materials are owned by Town. Consultant also acknowledges and agrees that all names and logos provided to Consultant by Town for use in connection with the Project are and shall remain the sole and exclusive property of Town. Consultant agrees not to use the name, logo, or any other marks owned by or associated with Town or the name of any representative of Town in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of Town in each instance. However, Consultant may use the name of Town in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Consultant agrees to provide Town with a copy of any such document.

Notices. Any notice required to be given under this Agreement shall be deemed sufficient if in writing, sent by mail to the last known office address of Consultant, or to Town at 5104 Fish Lake Road, Duluth, MN 55803.

Miscellaneous. This Agreement constitutes the sole and complete agreement relating to the subject matter of this Agreement between the parties, superseding any and all other agreements between the parties and no verbal or other statements, inducements or representations have been made or relied upon by either party. No modifications hereof shall be binding upon either party unless in writing and properly executed.

No Contractual Authority. Consultant shall have no authority to enter into any contracts or agreements binding upon Town or to create any obligations on the part of Town.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement for Consulting Services as of the date first above written.

Fredenberg Township

By: _____

Its Chair

ATTEST:

By: _____

Its Town Clerk

CONSULTANT:
Arrowhead Regional
Development Commission

By _____

Its Director

By _____

Its Finance Director

TOWN OF FREDENBERG

COMMUNITY PLANNING PRO- POSAL

Contact

Andy Hubley
Division Director
P: 218-529-7512
E: ahubley@ardc.org

March 26, 2020

Introduction

The Arrowhead Regional Development Commission (ARDC) proposes to facilitate the study of gravel or borrow pits and batch or crush plants and their regulation in the Town of Fredenberg, Minnesota.

The Town is seeking to learn more about its role in pit management, its ability to regulate such endeavors, and its vision for the future of pits and plants within the Town.

Scope of Work

Background

ARDC will meet with the Town Board to gather information about the current situation, to understand the Town's perspective, and to set goals for the process. ARDC will then research all aspects of the situation. We know of a similar situation in Winona County, as well as townships in Wisconsin.

Public Input

ARDC will conduct a public input process in which citizens can be heard regarding pits and plants. Comments will be recorded. The exact approach to acquiring public input may be dictated by the State of Minnesota's social distancing protocol. ARDC is experienced in both in-person and digital means of public input.

Recommendations

ARDC will use its research and public input to draft recommendations for actions on the subject by the Town Board. Those actions could include ideas for pit and plant mitigations or bans.

Ordinance Development

If the Town moves forward with actions, ARDC would assist the Town's attorney with the development of an ordinance.

ARDC-Client Responsibilities

ARDC and the Town of Fredenberg agree to work together on:

- Finding meeting locations, dates, and times, and development of agendas
- Promoting meetings
- Providing ARDC with all pertinent past plans and community development information
- Upload updates, announcements, documents, and other related materials to the Township Website
- Reviewing documents in a prompt fashion

Providing ARDC with any data, GIS files, or other information that exists that can assist ARDC with plan development

ARDC will provide the Town with timely and complete information relevant to the planning process.

Deliverables

During the process, ARDC will develop summaries of all meetings and research requests. At the end of the process ARDC will develop a detailed Plan document that includes recommended action steps. ARDC will print three color copies of the document along with electronic copies of all project files. These files will include any GIS/Mapping files that are created for the Plan.

Timeline

DATE

April 1, 2020	Resolution Authorizing a contract with Arrowhead Regional Development Commission ("ARDC") for the study of gravel pits, borrow pits and crushing or batch plants and make recommendations to the Town Board in regard to the regulations
April 1, 2020	Ordinance declaring a temporary moratorium on gravel pits, borrow pits and crush-
April 1-July 1	ARDC study is conducted
July 2020	ARDC conducts citizen group meetings regarding the gravel pits, borrow pits and crushing or batch plants
August 2020	ARDC makes its report to the Town Board
August-October	Ordinance, administration forms and procedures drafted and created
November 4, 2020	Zoning Ordinance, administration forms and documents are approved by the Town Board.

EXHIBIT B

Costs

The total cost for the project is \$15,600. This will fund all ARDC's personnel costs as well as mileage from Duluth for meetings, copying, printing, and other meeting expenses.

Task	Director		Senior GIS Specialist		Senior Planner		Planning Assistant		Travel/Copying/ Printing
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost
Background	15	\$1,585	20	\$ 1,099	40	\$ 1,930	2	\$ 91	\$ 92
Public Input	25	\$2,642	2	\$ 110	40	\$ 1,930	15	\$ 684	\$ 200
Recommendations	15	\$1,585	2	\$ 110	40	\$ 1,930	5	\$ 228	\$ 100
Ordinance Development	5	\$ 528	0	\$ -	15	\$ 724	2	\$ 91	\$ 50
Total	60	\$6,341	22	\$ 1,209	135	\$ 6,514	24	\$ 1,094	\$ 442
TOTAL		\$15,600							

TOWN OF FREDENBERG
ORDINANCE NO. 2020-01
AN ORDINANCE DECLARING A TEMPORARY
MORATORIUM ON GRAVEL PITS, BORROW PITS AND CRUSHING OR
BATCH PLANTS WITHIN FREDENBERG TOWNSHIP

WHEREAS, Fredenberg Township presently does not have zoning regulations that provide specific regulations governing gravel pits, borrow pits, crushing or batch plants, and

WHEREAS, the Board of Supervisors of Fredenberg Township desires to have the issue of gravel pits, borrow pits, crushing or batch plants studied by Arrowhead Regional Development Commission ("ARDC") on behalf of Fredenberg Township and obtain input from Town residents and other interested parties, and

WHEREAS, the Board of Supervisors has contracted with ARDC to study the issue of gravel pits, borrow pits, crushing or batch plants at the earliest possible time and provide its report and recommendation with respect to regulations that the Board of Supervisors should consider adopting with regard to gravel pits, borrow pits, crushing or batch plants, and

WHEREAS, in the meantime, the Board of Supervisors desires that there be no permits be granted for gravel pits, borrow pits, crushing or batch plants within the Town by the Town or St. Louis County until such study, recommendations and decisions are completed and made, as the case may be, and

WHEREAS, accordingly, the Board of Supervisors believes that it is in the best interest of Fredenberg Township that a temporary moratorium be imposed on gravel pits, borrow pits, crushing or batch plants within Fredenberg Township.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF FREDENBERG TOWNSHIP, MINNESOTA:

No person, firm, entity, or corporation shall create, allow, own, or operate, unless in existence on April 1, 2020 a gravel pit, borrow pit, crushing or batch plant within Fredenberg Township until the earlier of (i) November 1, 2020 or (ii) the effective date of zoning regulations relating to gravel pits, borrow pits, crushing or batch plants in Fredenberg Township.

This Ordinance is adopted pursuant to the provisions of Minnesota Statutes Section 462.355, Subdivision 4 and Section 365.125.

The purpose and intent of this Ordinance is set forth in the above whereas clauses.

This Ordinance shall be effective immediately upon adoption.

This Ordinance shall be published once in the official newspaper of Fredenberg Township.

This Ordinance was adopted by the Board of Supervisors on this ____ day of _____, 2020, upon the following votes: **YEAS:**____ **NAYS:**____ **ABSTAIN:**____

Chairman

ATTEST:

Clerk

Adopted: April 1, 2020

Published: _____

Effective Date: April 1, 2020