



CITY OF CLOQUET
City Council Agenda
AMENDED
Tuesday, November 19, 2019
7:00 p.m.
City Hall Council Chambers

5:30 City Administrator Candidate/Council Q&A Session

6:30 WORK SESSION

- Inflow and Infiltration (I&I) Program Discussion

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
 - a. Approval of November 19, 2019 Council Agenda
4. **Approval of Council Minutes**
 - a. Work Session minutes from the November 7, 2019 meeting
 - b. Regular Council minutes from the November 7, 2019 meeting
5. **Public Comments**

Please give your name, address, and your concern or comments. Visitors may share their concerns with the City Council on any issue of public business. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual or successive individual's presentation if they become redundant, repetitive, irrelevant or overly argumentative. All comments will be taken under advisement by the City Council. No action will be taken at this time.
6. **Consent Agenda**

Items in the Consent Agenda are considered routine and will be approved with one motion without discussion/debate. The Mayor will ask if any Council members wish to remove an item. If no items are to be removed, the Mayor will then ask for a motion to approve the Consent Agenda.

 - a. Resolution No. 19-100, Authorizing the Payment of Bills
 - b. Reclassification and Appointment of Utility Billing Clerk/Receptionist to Accountant I
 - c. Resolution No. 19-99, Approving Sand and Gravel Excavation Permit Renewals for 2020



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7. Public Hearings

None.

8. Presentations

- a. Mayor's Proclamation, Saturday November 30, 2019 as Small Business Saturday

9. Council Business

- a. Resolution No. 19-98, Adopting and Confirming Special Assessments for Delinquent Utilities and Miscellaneous Bills
- b. Pedestrian Bridge Inspection Proposal
- c. AFSCME Local #545 Letter of Understanding

10. Council Comments, Announcements, and Updates


11. Adjournment



DEPARTMENT OF PUBLIC WORKS

101 14th Street; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer – Engineering - Park
www.cloquetmn.gov

REQUEST FOR COUNCIL ACTION

To: City Council
From: John Anderson, Assistant City Engineer
Reviewed By: James Barclay, Interim City Administrator 
Date: November 19, 2019

ITEM DESCRIPTION: Inflow and Infiltration Ordinance - Work Session Discussion

Proposed Action

No action required, information provided to the City Council for background only at this time.

Background/Overview

In February of 2019, staff discussed with Council the need to update our ordinances related to sanitary sewer inflow and infiltration. Inflow and Infiltration (I&I) is clean unpolluted water that enters the sanitary sewer system. Typically, I&I increases with wet weather when high groundwater levels works its way into sewer pipes and manholes. The city has been addressing this problem on the public portion of the sewer system. The private side of this system also requires attention. In an effort to establish a program to deal with the private portion of the sewage collection system, WLSSD has put in place an ordinance that requires cities that discharge to their system to develop a program that addresses I&I in private sewer services.

Staff has worked to develop language to outline a grant program patterned around the program Duluth administers. This program would provide funding to private property owners to help defray the cost to repair leaking sewer services. The goal would be to make it possible for property owners and the city meet the requirements of WLSSD in reduction in I&I.

The funding would be generated through the sewer fund and would potentially impact sewer rates long term. The level of funding we are targeting would be \$80,000 to \$100,000 per year. With a goal of eliminating I&I from 20 services per year.

Supporting Documents Attached

- Draft Sewer Service Grant Program

**CITY OF CLOQUET
PRIVATE SEWER SERVICE GRANT PROGRAM
PROGRAM GUIDELINES**

Policy and Statement of Purpose

The City of Cloquet has existed as a city along the St. Louis River for more than 100 years and many of its residential neighborhoods and the utilities that serve them, including sanitary sewer services are also very old. Because of this age factor and because of the extreme of weather and geological stresses that sanitary sewer, including the private sewer services lines carrying sanitary sewage from individual structures to the City's sanitary sewer mains which are the responsibility of the individual Owners, has been subjected to significant and unusual stress, causing many partial failures of that system and admitting clear groundwater into that system, overloading its capacity and leading to overflows of untreated sanitary sewage entering the sewage collections system and ultimately Lake Superior.

The City has long recognized Lake Superior not only as a local asset to its commerce, its well-being and its quality of life but also as a national treasure which the City needs to protect and, to that end, the City has established a policy of striving to reduce or eliminate sources of pollution upon which it can have an impact and which could negatively impact Lake Superior, including those sanitary sewer overflows, while, to the extent possible, trying to avoid unduly burdening its citizens and utility rate payers.

Continuing investigation of the source of clear water inflow and infiltration into the City's sanitary sewer system has revealed that one of the major remaining sources of such inflow and infiltration are the privately owned and maintained sanitary sewers connecting private structures with the City's sewer mains and so, in conjunction with the Western Lake Superior Sanitary District, the City has determined to develop and implement a program to incentivize the repair, replacement or relining of as many of the private sanitary sewer service lines in the City as are contributing to the overloading of its sanitary sewer system by clear water and to provide financial assistance to its citizens to mitigate the financial impacts of this program on the individuals who will bear a portion of the costs of this necessary work.

For these reasons and pursuant to the authority granted to the City pursuant to Minnesota Statutes Section 471.342, the City does hereby establish the following Guidelines for the City's Private Sewer Service Grant Program (hereinafter referred to as the "Program").

I. Grant Program Concept.

- 1.) Pursuant to and subject to the process set forth below the City will determine whether properties are contributing clear, unpolluted water (hereinafter referred to as "I/I") to the City's sanitary sewer mains by virtue of a deteriorated or damaged private sewer service (that portion of the sewer system connecting a private structure with an adjacent City-owned and maintained sewer main (hereinafter referred to as a "Service"). Upon determination that a Service is contributing I/I to the City's sanitary sewer mains (hereinafter referred to as an "Identified Service"), the City will notify the property Owner of this condition and that the property Owner or Owners (hereinafter referred to as the "Owner") need to repair, replace or reline their Service and will further notify them that, upon completion of such repair, replacement or relining in a satisfactory manner, the City may reimburse Owner, in the form of a grant,

for Eighty (80%) percent of their cost of the work up to a maximum grant amount of \$4,000 except as provided for below. The Owner will be responsible for properly applying for the grant, and having all inspections of the Work done and for submitting all necessary documentation to the City in Order to be entitled to the reimbursement grant.

II. Identification of Properties Eligible for Grants.

The Public Works Director will evaluate a minimum of 20 services annually by closed circuit television (hereinafter referred to as "CCTV") of the City's mains to identify Identified Services. Video records of examinations will be retained by the Public Works Director until at least three years after notices are sent to Owners as provided for in Article III Section 1 below.

III. Notice to Owners.

- 1.) At a time deemed appropriate by the Public Works Director after any Identified Service has been identified, the Public Works Director will cause a written "I/I Private Sewer Service Notice to Correct" (hereinafter referred to as the "Notice") to be sent to the Owner of the property served by the Identified Service by depositing the Notice in the U.S. Mail, registered mail, as herein after provided for. For the purposes of this notice, the Owner shall be deemed to be the person or persons identified as such on the information on file in the office of the Carlton County Recorder and the address of the Owner shall be deemed to be the address shown on such records.
- 2.) The Notice referred to in Article III Section 1 above shall include the following:
 - a.) The name and address of the Owner.
 - b.) The address of the property served by the Identified Service.
 - c.) Notification that the Identified Service has been determined to be allowing I/I to enter the City's sanitary sewer mains and that the Identified Service must be repaired, replaced or relined (hereinafter referred to as the "Work").
 - d.) Notification that the Work must be completed on or before a specified date, one (1) Year from the date of the Notice, and setting forth the consequences of failure to complete the Work within the time specified.
 - e.) Notification that the Owner is eligible for participation in the program to defray a portion of the cost of the Work.
 - f.) Notification that the video recording which identifies the Owner's Identified Service is available for review upon arrangement with the Public Works Director and providing the name and telephone number of the person who the Owner should contact to make such arrangement.
 - g.) Notification that the Owner may appeal the Notice to the Cloquet City Council (hereinafter referred to as "the Council") by submitting a written appeal to the Council at the address specified in the Notice within thirty (30) days of the date of the Notice as provided for in Article IV below.

IV. Appeals

Any Owner disputing the facts supporting the Notice may appeal from the Notice within thirty (30) days of the Notice as provided for in this Section. The appeal shall specify in writing all grounds for the appeal and all facts supporting the appeal. In addition, it shall be accompanied by an appeals fee of \$750 as noted below to reimburse the City for its costs of processing the appeal. Failure to file an appeal within thirty (30) days of the date of the notice or to accompany such appeal with the appeals fee, where required, shall constitute a waiver of the right to appeal the Notice.

1.) Grounds for Appeal

Valid grounds for appeal shall be those set forth below; the decision of the Council shall be final:

- a.) That the appealing Owner is not responsible for the subject Identified Service.
- b.) That the Identified Service is not contributing I/I to the City's sanitary sewer service.
- c.) That the Identified Service is no longer contributing I/I to the City's sanitary sewer system due to removal of a direct connection thereto.

2.) Testing process under Section 1(b) above

Any appellant appealing based on the grounds for appeal set forth in Section 1(b) above, shall, at the time of filing his or her appeal, accept to proceed under the testing procedures set forth in Section 3 below and shall have paid the appropriate fee. The testing methods shall be Lateral Air Test as provided for in Section 4 below.

3.) Appeals Testing Process

The following process shall be followed where an appellant chooses one of the Testing Processes specified in Section 2 above:

- a.) Upon receipt of such an appeal, the Council shall cause a copy of said appeal to be sent to the Public Works Director.
- b.) As soon thereafter as is reasonably practical, the Appellant shall hire a licensed plumber to conduct the lateral air test to be observed by the City Building official.
- c.)
- d.) After completion of any testing procedure, the City staff person on site will attempt to contact the appellant to verify whether they still wish to continue their appeal.
- e.) If the appeal is to be continued, a copy of the test results will be forwarded to the Council, an appeal date will be scheduled and notice of the date, time and place where the appeal will be heard will be mailed to the appellant at least ten (10) days prior to the date of the hearing.
- f.) At the hearing Public Works shall present evidence supporting the Public Works Director's determination and the Appellant may present such evidence as it is relevant to the grounds for his or her appeal. If the Council determines that the Identified Service is contributing I/I to the City's sanitary sewer system, the Owner's appeal shall be denied and the City may proceed with the process established by ordinance and these Guidelines; the Owner will remain eligible for a grant under this Program.

If the Council determines that the Identified Service is not contributing I/I to the City's sanitary sewer system as defined herein, the City shall return the appeals fee, the Notice shall be withdrawn, the service in question shall no longer be deemed to be an Identified Service and Owner shall have no further obligation to repair, replace or reline the previously Identified Service unless and until subsequent testing of said lateral line reveals a change in the condition of such line.

4.) Lateral Air test

- a.) When an Appellant has filed an appeal and has requested that his or her lateral line be tested by means of a Lateral Air Test as authorized in Section 2(b) above the Appellant shall hire and pay for a plumber licensed as such by the State of Minnesota who has the professional skill, knowledge and equipment to perform such a test, the identity of which shall be subject to the approval of the Public Works Director. The Appellant shall arrange for the performance of the test by said plumber at a time and date acceptable to the Building Official.
- b.) At the date and time established for the Test, the Appellant or other person acting on behalf of Appellant shall provide access to the structure served by the subject lateral line sufficient to allow the City's personnel to observe the conduct of the air test. If the appellant fails or refuses to make such access available to the City, such Appellant's appeal shall be deemed to be abandoned and the City may proceed to enforce the Notice originally provided.
- c.) The Appellant shall cause an air test to be conducted on the subject lateral line in a manner complying with the requirements for such tests under the Minnesota State Plumbing Code. The entire lateral line from the point where such line commences under the foundation of the subject structure to the wye-connection to the City's main shall be tested.
- d.) Upon completion of the air test process and prior to leaving the site (should the Owner not have chosen to watch the process), the City staff person observing the test will attempt to make contact with the Appellant in person and inform them of the results of the process. If unable to make contact with the Owner in person, the staff person will either call the Owner or send a letter with the results.
- e.) If as a result of the Lateral Air Test it is determined that the Appellant's Identified Service is not contributing I/I to the sanitary sewer system, the Public Works will reimburse the Appellant for the reasonable cost of the Lateral Air Test upon presentation to the Public Works of documentation of the cost thereof up to an amount of the appeals fee paid by Owner.

V. Grant Program

- 1.) Any Owner desiring to receive a grant under the Program to defray a portion of the cost of the Work shall, with the help of the Utility Superintendent, complete and execute an "Application for Private Sewer Service Grant Funds Form", which a Form shall be developed for this purpose by the Public Works Director.
Upon completion and execution of the Form by the Owner, the Owner or the Utility Superintendent shall cause the Form to be transmitted to the Public Works Director for his or her approval.
- 2.) The above form shall contain at least the following information:
 - a.) The name and address of the Owner.
 - b.) The address of the property served by the Identified Service.
 - c.) A description of the Work to be performed with regard to the Identified Service.
- 3.) To be eligible for a grant under the Program, footing and foundation drains on the property served by the Identified Service shall have been previously disconnected from the City's sanitary sewer system and a sump pump shall have been installed if necessary or Owner shall commit to the completion of such disconnection and sump pump installation at the same time as the Work is performed. Provided, however, that such disconnection work and sump pump installation shall not be part of the Work under the Program and shall not be available for grant fund reimbursement under the Program.

- 4.) Upon receipt of the form complying with the requirements of the Program and subject to available funds for the Program, the Public Works Director may approve the Form and approving funding of a grant as herein provided for the Work on the Identified Service. Notice of such approval shall be sent to the Owner in the same manner as the Notice.
- 5.) Upon receipt of approval of grant funding for the Work from the Public Works Director, the Owner may thereafter contract for the construction of the Work.
- 6.) Upon completion of the Work in accordance with the requirements of Article VI below, the Owner, with the assistance of the Utility Superintendent, will complete and execute "Private Sewer Service Payment Form", which, together with such documentation as the Public Works Director shall reasonable require, shall be sent to the Public Works Director at the address specified on the Payment Form.
- 7.) Upon approval by the Public Works Director of the payment Form of the Work and of the required documentation, the Public Works Director will cause a disbursement of grant proceeds to be made to the Owner, subject to available funding and to the limitations of Section 8 below. Provided, however, that in the event that the documentation does not establish that contractors performing the Work have been paid, grant fund payment may be made jointly to the Owner and to such contractors.
- 8.) The amount of the grant available under the Program with regard to the Work related to any single Identified Service shall be equal to eighty (80%) of the out-of-pocket costs to the Owner of constructing the Work as approved pursuant to Section 3 of this Article above, up to a maximum grant amount of Four Thousand Dollars (\$4,000).
- 9.) Only costs related to performance of the Work will be eligible for grant funds reimbursement.

VI. Performance of the Work

- 1.) The Owner shall be responsible for securing or for having secured by Owner's contractor all permits required under the Minnesota State Building Code and ancillary codes adopted by reference and any other required permits and for paying the costs thereof. The cost of such permits shall be the responsibility of the Owner but shall constitute an eligible cost of the Work for the purposes of the grant.
- 2.) The Owner shall be responsible for having the Work performed by a licensed contractor within the time parameters set forth in the order and for paying the contractor or contractors performing the Work for the costs thereof. The cost of performing the Work shall be the responsibility of the Owner but shall constitute and eligible cost of the Work for the purposes of the grant.
- 3.) The Owner and his or her contractor shall be responsible for securing and having performed all inspections necessary to insure that the Work has been performed in accordance with the requirements of the Notice, of the plans for the work and in conformance with the Minnesota State Building Code and ancillary codes adopted by reference. The cost of such inspections shall be the responsibility of the Owner but shall constitute an eligible cost of the Work for the purposes of the grant. Failure to secure and have performed all such inspections shall be grounds for denying reimbursement under the Program. In addition, the costs, if any, incurred to inspect any work which is covered or obscured prior to the performance of any required inspection shall not be eligible for reimbursement under the Program.

VII. Failure to Complete Work-Surcharge.

- 1.) If any Owner fails to complete the Work within one (1) year of transmission of the Notice as provided for in Article III Section 1 above, a surcharge for noncompliance as provided for in City Ordinance Section XXXX shall be imposed on the Owner as provided for therein.

- 2.) Notwithstanding the provisions of Section 1 above, the Public Works Director in the exercise of his or her discretion, upon a finding of special circumstances or good cause not attributable to the Owner, may authorize an extension of time to perform the Work; provided that the written findings of fact setting forth the nature and character of the applicable special conditions or good cause shall be prepared and kept on file in the office of the Public Works Director for so long as the Work has not been performed and the extension is in effect.

VIII. Voluntary Participation

- 1.) Any Owner that believe that their Service is contributing I/I to the City's sanitary sewer system who wishes to participate in the program and is willing pay any unreimbursed costs and to otherwise abide by the terms of the Program may prepare and execute a "Voluntary Participation Form" on a form approved by the Public Works Director.
- 2.) The Voluntary Participation Form shall contain at least the following:
 - a.) The name and address of the Owner.
 - b.) The name and address of any additional addressee, if any.
 - c.) The address of the property served by the Identified Service.
 - d.) Owner's agreement to participate in the program and to be bound by the terms thereof, including agreement that Program grant funds will only be available if the subject Service is found to be contributing I/I to the City's sanitary sewer system and that Owner's ability to participate in the Program will be subject to the approval of the Public Works Director.
- 3.) Upon receipt of a Voluntary Participation Form, the Public Works Director may cause the subject Service to be evaluated in the manner provided for in Article II above, subject to his or her determination of allocation of available evaluation resources. Such evaluation shall be made by the City at no cost to the Owner except as provided for in Section 4 below.
- 4.) Upon a determination by the Public Works Director that the subject Service is contributing I/I to the City's sanitary sewer system or that the service has documented structural failure or a documented history of backups , subject to available resources on a first come first serve basis, the Public Works Director may designate the subject Service to be an Identified Service and upon such designation, said Service and the Owner thereof shall be subject to the terms and condition of these Guidelines except as follows:
 - a.) The amount of the grant available to the Owner who is a Voluntary Participant shall be equal to others in the grant program, four thousand dollars (\$4,000).
- 5.) Voluntary participants are subject to the terms detailed in sections **V. Grant Program**, **VI. Performance of Work** and **VII Failure to Complete Work-Surcharge**

Cloquet City Council Work Session
Thursday, November 7, 2019

Present: W. Carlson, S. Lamb, C. Swanson, K. Kolodge, S. Langley, L. Wilkinson, Mayor Maki
Absent: None
Staff: Barclay, Klassen, Peterson, Randall

Events Coordinator Overview

Alyson Leno, Events Coordinator, and Kelly Zink, both from the Cloquet Chamber of Commerce, were present to give an overview of the 2019 activities coordinated for the city. Ms. Leno provided a recap of the 2019 financials for the July 4th Celebration and financials to date for Santa's Home for the Holidays. Ms. Leno explained events for both celebrations are focused on family activities provided at no cost. She stated the success of these events is largely due to the connections made throughout the community.

Both the 4th of July celebration and Santa's Home for the Holidays have grown substantially since she started in the coordinator position in 2014-2015. The events rely heavily on community and business donations. Ms. Leno explained the biggest struggle faced is finding volunteers to donate their time. Discussion followed on how to attract volunteers and possible grant opportunities.

Ms. Leno has informed the Council she will be leaving the position of Events Coordinator after this year's Santa's Home for the Holidays.

Tobacco 21 Ordinance Discussion

Mr. Barclay presented considerations for Council discussion regarding implementing the Tobacco 21 ordinance presented by the County at the October 15, 2019 Work Session. City Attorney Yetka was present to provide possible implications when passing such an ordinance within the city limits. If the council decides to pass an ordinance regulating the sale of tobacco and tobacco related products such as the county is proposing, it can be more or less restrictive than what the county's ordinance.

Council agreed to reach out to city tobacco license holders and hold a public hearing before pursuing an ordinance prohibiting tobacco and tobacco related sales to any person under the age of 21.

Cable Commission Joint Powers Agreement

Brief discussion on the status of the Cable Commission and the need to reinstitute section 2.3.01 relating to the Cable TV Commission and deleted by Ordinance No. 455A in 2016. Mr. Barclay explained the Cable Commission has been meeting once again and by reinstating section 2.3.01 of City Code, it would allow the commission to run status quo prior to the JPA which was not properly implemented. Action on this item will be taken at the regular meeting.

There being no further business, the meeting adjourned at 6:20 p.m.

Respectfully Submitted,

James Barclay
Interim City Administrator

DRAFT

Regular Meeting

Roll Call

Councilors Present: Carlson, Lamb, Swanson, Kolodge, Langley, Wilkinson, Mayor Maki

Councilors Absent: None

Pledge of Allegiance

AGENDA**MOTION:** Councilor Kolodge moved and Councilor Carlson seconded the motion to approve the November 7, 2019 agenda. The motion carried unanimously (7-0).**MINUTES****MOTION:** Councilor Swanson moved and Councilor Wilkinson seconded the motion to approve the Work Session minutes and Regular Meeting minutes of October 15, 2019 as presented. The motion carried unanimously (7-0).**PUBLIC COMMENTS**

Craig Pionk, resident of Midway Township, addressed the Council regarding the city owned road off of Midway Road that the Harris Tank is located on. Mr. Pionk would like the city to allow an easement for the road so he can divide property along the road into 3 parcels to build homes. Public Works Director Caleb Peterson explained that he is not opposed to the easement, but any housing development would require approval by Midway Township before the city can approve an easement. Council suggests that Mr. Pionk work with Midway township before pursuing anything further with the easement.

CONSENT AGENDA**MOTION:** Councilor Lamb moved and Councilor Carlson seconded the motion to remove item 9.c., *Ordinance No. 455A, An Ordinance for the Repeal of Cloquet City Ordinance No. 455A, An Ordinance Deleting Section 2.3.01 of the City Code as it Relates to the Cable TV Commission*, from Council Business and add to the Consent Agenda as item 6.g The motion carried unanimously (7-0).**MOTION:** Councilor Lamb moved and Councilor Wilkinson seconded the motion to adopt the amended Consent Agenda of November 7, 2019, approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 19-93, Authorizing the Payment of Bills and Payroll
- b. Resolution No. 19-95, Declaring the Intent to Reimburse Certain Expenditures from the Proceeds of Bonds to be Issued by the City for 2020 Street and Utility Projects
- c. Liability Coverage Tort Waiver Consideration
- d. Joint Powers Agreement Between the Lake Superior Drug and Violent Crime Task Force and the City of Cloquet
- e. Resolution No. 19-96, Accepting Gillette Road Improvements
- f. Cloquet Country Club Beer and On-Sale Liquor Sales at Northwoods Arena Amendment
- g. Ordinance No. 455A, An Ordinance for the Repeal of Cloquet City Ordinance No. 455A, an Ordinance Deleting Section 2.3.01 of the City Code as it Relates to the Cable TV Commission

PUBLIC HEARINGS

There were none.

PRESENTATIONS

There were none.

CERTIFYING THE 2019 WARD 3 SPECIAL PRIMARY ELECTION CANVASS

MOTION: Councilor Carlson moved and Councilor Lamb seconded the motion to adopt **RESOLUTION NO. 19-94, A RESOLUTION CERTIFYING 2019 WARD 3 SPECIAL PRIMARY ELECTION CANVASS.** The motion carried unanimously (6-0). Councilor Swanson abstained.

WHEREAS, The City of Cloquet held its Ward 3 Special Primary Election on November 5, 2019; and

WHEREAS, Minnesota Statute 205.065, Subd. 5, requires that the City canvass the results of the election on either the second or the third day after a primary election; and

WHEREAS, The Council met on November 7, 2019, as a canvassing board to review the results of the election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City Council declare the results of election as identified on the following canvassing list and authorize the City Administrator to notify Carlton County of the results of said canvass.

For Councilor Ward 3:	Ray Schow	7
	Chris Swanson	124
	Uriah Wilkinson	54

PROVIDING FOR THE ISSUANCE AND SALE OF GO CAPITAL IMPROVEMENT BONDS

MOTION: Councilor Kolodge moved and Councilor Swanson seconded the motion to approve **RESOLUTION NO. 19-97, RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$1,500,000 GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2019A AND LEVYING A TAX FOR THE PAYMENT THEREOF.** The motion carried unanimously (7-0).

A. WHEREAS, on July 2, 2018, the City Council of the City of Cloquet, Minnesota (the "City"), held a public hearing on the proposed issuance of general obligation capital improvement plan bonds and, pursuant to resolution approved and adopted the 2019 through 2023 Five-Year Capital Improvement Plan (the "Plan"), and approved the issuance of general obligation capital improvement plan bonds to finance a portion of the costs associated with the acquisition and betterment of a library (the "Project"), all pursuant to the Plan and in accordance with the provisions of Minnesota Statutes, Section 475.521; and

B. WHEREAS, no petition signed by voters equal to five percent of the votes cast in the City in the last general election requesting a vote on the issuance of the general obligation capital improvement plan bonds has been filed with the Administrator within thirty days after the public hearing on the Plan and on the issuance of the general obligation capital improvement plan bonds; and

C. WHEREAS, the City Council hereby determines and declares that it is necessary and expedient to issue \$1,500,000 General Obligation Capital Improvement Plan Bonds, Series 2019A (the "Bonds" or, individually, a "Bond"), pursuant to Minnesota Statutes, Section 475.521 and Chapter 475, to provide funds to finance the Project; and

D. WHEREAS, other than the Bonds, the City no there are no other bonds issued by the City under Minnesota Statutes, Section 475.521; and

E. WHEREAS, the City has heretofore determined, in accordance with Minnesota Statutes, Section 475.521, Subd. 4, that the maximum principal and interest to become due in any year on the Bonds issued by the City under Minnesota Statutes, Section 475.521, will be less than 0.16 percent of the estimated market value of property in the City; and

F. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Ehlers; and

G. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the Administrator, or designee, at the offices of Ehlers at 10:00 A.M. this same day pursuant to the Preliminary Official Statement for the Bonds, dated October 24, 2019; and

H. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cloquet, Minnesota, as follows:

1. Acceptance of Proposal. The proposal of _____ (the "Purchaser"), to purchase the Bonds, in accordance with the Preliminary Official Statement established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$_____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The Administrator is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders their good faith checks or drafts.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option; Debt Limitations. The Bonds shall be dated November 21, 2019, as the date of original issue, be issued forthwith on or after such date in fully registered form, be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations"), and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$	2031	\$
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	
2030		2040	

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

The Bonds, together with any outstanding bonds of the City that are subject to the City's net debt limit, do not exceed the City's net debt limit.

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as

shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Bonds shall provide funds to finance the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Work on the Project shall proceed with due diligence to completion. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2020, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2021	%	2031	%
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	
2030		2040	

5. Redemption. All Bonds maturing on February 1, 2030, and thereafter shall be subject to redemption and prepayment at the option of the City on February 1, 2029, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of the Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Registrar (with, if the City or Registrar so requires, a written instrument of transfer in form satisfactory to the City and Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
CARLTON COUNTY
CITY OF CLOQUET

R-__ § _____

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BOND, SERIES 2019A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20__	November 21, 2019	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Cloquet, Carlton County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for prepayment, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2020, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation, in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. The Bonds of this issue (the "Bonds") maturing on February 1, 2030, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2029, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of the Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in

writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$1,500,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on November 7, 2019 (the "Resolution"), to finance a portion of the costs associated with the acquisition and betterment of a library, as provided in the City's Capital Improvement Plan. This Bond is payable out of the General Obligation Capital Improvement Plan Bonds, Series 2019A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Cloquet, Carlton County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration: _____ Registrable by: BOND TRUST SERVICES CORPORATION

Payable at: BOND TRUST SERVICES CORPORATION

CITY OF CLOQUET,
CARLTON COUNTY, MINNESOTA

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of the Bonds described in the Resolution mentioned within.

/s/ Facsimile _____
Mayor

BOND TRUST SERVICES CORPORATION
Roseville, Minnesota,
Bond Registrar

/s/ Facsimile _____
Administrator

By _____
Authorized Signature

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UTMA - _____ as custodian for _____
(Cust) (Minor)
- under the _____ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed: _____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Administrator and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and, by inserting as the date of registration in the space provided, the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of November 21, 2019. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Administrator is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of the Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, the Bond and for all other purposes whatsoever whether or not the Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Administrator to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Capital Improvement Plan Bonds, Series 2019A Fund" (the "Fund") to be administered and maintained by the Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund the following separate accounts:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds. From the Construction Account there shall be paid all costs of issuance of the Bonds and all costs and expenses of financing the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance shall be transferred by the City Council to the Debt Service Account.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) \$_____ of available funds of the City to be deposited at bond closing in an amount sufficient to pay interest on the Bonds due on or before August 1, 2020; (ii) all collections of taxes herein and hereafter levied for the payment of the Bonds; (iii) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (iv) all investment earnings on funds held in the Debt Service Account; and (v) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amount</u>
--------------------------	--------------------------------	---------------

See Attached Schedule in Exhibit B

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds

which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

18. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

19. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

20. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed with the County Auditor of Carlton County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's Certificate that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

21. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to

show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

22. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Administrator of the City or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

23. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

24. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States if the Bonds (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small-issuer exception amount of \$5,000,000.

For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (i) the Bonds are issued by a governmental unit with general taxing powers; (ii) no Bonds are a private activity bond; (iii) 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and (iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all entities subordinate to, or treated as one issuer with the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

25. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representation:

(a) the Bonds are issued after August 7, 1986;

(b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(c) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2019 will not exceed \$10,000,000;

(e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2019 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

26. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Ehlers is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

27. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank, Chaska, Minnesota on the closing date for further distribution as directed by the City's municipal advisor, Ehlers.

28. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

29. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member Swanson and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: Carlson, Lamb, Swanson, Kolodge, Langley, Wilkinson, Mayor Maki

and the following voted against the same: None

Whereupon the resolution was declared duly passed and adopted.

AUTHORIZATION FOR APPOINTMENT OF POLICE OFFICER

MOTION: Councilor Carlson moved and Councilor Swanson seconded the motion to approve the probationary appointment of James Demko to the position of Police Officer effective November 12, 2019. The motion carried unanimously (7-0).

AUTHORIZATION TO RETIRE K9 RAJA

MOTION: Councilor Lamb moved and Councilor Wilkinson seconded the motion to approve the retirement of K9 Raja from the Cloquet Police Department. The motion carried unanimously (7-0).

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

On a motion duly carried by a unanimous yea vote of all members present on roll call, the Council adjourned.

James Barclay, Interim City Administrator



ADMINISTRATIVE OFFICES

101 14th Street Cloquet, MN 55720-1903
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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Nancy Klassen, Finance Director *NK*
Reviewed by: James Barclay, Interim City Administrator *JB*
Date: November 12, 2019

ITEM DESCRIPTION: Accountant I

Proposed Action

Staff recommends the Council appoint Ann Michaud to the newly updated position of Accountant I, effective January 1, 2020.

Background/Overview

Several departments in the City have reorganized in 2019 when there have been retirements or staffing changes. The Finance Department has the opportunity to reorganize since the Council approved a much needed part-time accounting clerk in 2018. The department also needs to do some succession planning since the Finance Director will be retiring in less than 2 years.

The Utility Billing Clerk/Receptionist position has changed significantly over the last several years. Anne Kolodge, the previous UB Clerk brought the position to a new level. She worked through several upgrades and new technology changes that were previously done by the Finance Director. This position now does challenging technology duties. The position used to have many clerical and reception duties that are now secondary or back-up duties only. A big part of this job has become account analysis.

The updated duties of technology maintenance and account analysis brings this job to the accountant level. The Utility Billing Clerk title is antiquated and cities in MN are changing the title as the duties have evolved. The Accountant I pay grade is much more in line with the League of MN Cities salary survey for the type of work required.

The Utility Billing Clerk/Receptionist position will be unfilled and deleted from the union contract.

Policy Objectives

The City Council is the hiring authority of the City as determined by City Code and State law. The City Council must act to appoint this individual to complete the hiring process.

Financial Impacts/Budget/Grant Considerations

The change has been budgeted for in 2020. The change is a yearly increase of \$576.74 for 2020, which is step 2 of grade 10. The real increase for the position doesn't come until step 7 or potentially 5 years from 2020.

Advisory Committee/Commission Action

Not applicable.

Supporting Documents Attached

Updated job description.

League of MN Cities salary survey.



Home Your Account Organization Information Wages & Benefits Elected Officials myFavorites Directory Signout

Salaries Benefits Collective Bargaining Additional Pay Police Specialty Pay Statistical Summaries Annual Pay Structure Adjustment

Salaries Report

Filters

Survey Type

Greater MN Cities

Job Family

Finance

10,000 - 15,000

Job Titles	Regions	Population	Organizations
Accountant Entry Level	(Not Specified)	500 or less	Ada
Accountant Experienced	Central	500 - 1000	Adams
Accounting Technician	Metro	1,000 - 2000	Adrian
Assistant/Deputy Finance Director	Metro Wide Agencies	2,000 - 3,000	AFSCME Council 5
Finance Coordinator	Northeast	3,000 - 4,000	AFSCME Council 65
Finance Director	Northwest	4,000 - 5,000	Afton
Finance/Budget Analyst	Southeast	5,000 - 6,000	Aitkin
Payroll Technician	Southwest	6,000 - 7,000	Aitkin County
Risk Manager	State Agencies	7,000 - 8,000	Akeley
Utility Billing Supervisor/Coordinator		8,000 - 9,000	Albany

Clear All Clear All Clear All

Full-Time/Part-Time Both Only show data after Month Year Target aging data Month Year Default display format Annual

Saved Lists

myJobs Apply Favorites myOrganizations Pay Equity Apply Favorites

HR Tools

	Job Title	Comparative Salary	Format
240	Utility Billing Technician	0	Annual

Display / Update Results

Job Title: Utility Billing Technician
Brief Job Description: Top clerical-level position in the Utilities Billing function.

Account I job range 40,843.50 to 53,783.09 (still slightly lower than survey but much better)

Quick Results Aged Results Stats Filters Selected Filter Analysis Export to Excel/Print

Organization	Pop	Region	# of Emp	Job Title	Range Min	Range Max	Actual Low	Actual High	Actual Avg	HPW	Diff. +/-	F/P	FLSA	Match	Union	License	Reports To	Er D.
Buffalo	16,033	Central	3	Utility Billing Coordinator II	\$47,444.80	\$56,680.00	\$56,680.00	\$56,680.00	\$56,680.00	40	-	F	N	X	N			04/
Cloquet	12,180	Northeast	1	UTILITY BILLING CLERK/RECEPT	\$36,350.57	\$47,866.76	\$47,866.76	\$47,866.76	\$47,866.76	40	-	F	N	X	Y		FINANCE DIRECTOR	03/
Fairmont	10,619	Southwest	3	Customer Service I	\$47,673.60	\$59,592.00	\$53,622.40	\$59,592.00	\$57,616.00	40	-	F	N	E	N	None	Finance Director	04/
Fergus Falls	13,733	Central	1	Utility Billing Technician	\$43,596.80	\$56,638.40	\$56,638.40	\$56,638.40	\$56,638.40	40	-	F	N	X	Y		Accountant	03/
Hulchinson	14,000	Central	1	Utility Billing Specialist	\$38,646.40	\$57,948.80	\$48,339.20	\$48,339.20	\$48,339.20	40	-	F	N	E	N		Finance Director	03/
Monticello	13,553	Central	1	Utility Billing Specialist	\$45,052.80	\$58,572.80	\$58,572.80	\$58,572.80	\$58,572.80	40	-	F	N	E	N		Assistant Finance Director	03/
Otsego	16,605	Central	1	Utility Billing Clerk	\$45,932.30	\$57,065.38	\$55,538.09	\$55,538.09	\$55,538.09	40	-	F	N	L	N		Finance Director	03/
St. Peter	11,196	Southeast	1	utility billing clerk	-	-	\$42,536.00	\$42,536.00	\$42,536.00	40	-	F	N	E	N		director of finance	04/
Average						\$52,973.41												



City of Cloquet Job Description

POSITION: Accountant I
DEPARTMENT: Finance
REPORTS TO: Finance Director

SUMMARY

Prepares and processes utility billing, accounts receivable, and special assessments; main back-up for payroll & accounts payable; and provides support for Finance Department and other administrative staff.

ESSENTIAL FUNCTIONS OF THE JOB

Responsible for water/sewer utility billing, including calculation of bills, preparation of pre-billing estimates, printing and mailing all utility bills and running and distributing post-billing reports

Posts penalties on utility billing system, calculates, prints and prepares shut off notices

Prepares reimbursements for Finaled customers

Creates new utility accounts and sets up billing records in computer and in files, handles complaints and answers customer questions on utility billing

Updates meter reads, prepares daily list for meter reader, prepares work orders for Utility Technician and dispatches technicians to utility calls

Prepares account receivable

Prepares assessment searches and maintains special assessment records

Primary back-up in the preparation and processes of payroll, and accounts payable

Assists with the required work papers, schedules, and statements associated with the CAFR

Provides back up support at service counter for receiving payments, answering questions, phones, and resolving complaints

Assists with various general ledger accounting entries as required

Performs other duties as apparent or assigned

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE

Associates degree in accounting or Bachelor's degree in a related field. Minimum three years of recent experience in automated billing systems and account analysis. Bachelor of Science Degree in accounting preferred.

LANGUAGE SKILLS

Ability to read and interpret documents such as instruction or procedure manuals. Ability to write routine reports and correspondence. Ability to verbally communicate with co-workers, supervisors, elected officials, customers and the general public.

MATHEMATICAL SKILLS

Ability to make arithmetic computations using whole numbers, fractions and decimals. Ability to compute rates, ratios and percentages.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER KNOWLEDGE, SKILLS AND ABILITIES

High level of knowledge and proficiency in use of computers including Microsoft Office (Word, Excel, Access, One Note, Publisher), Adobe, accounting application software, and human resource software

General knowledge of operation and upkeep of all office equipment

Knowledge of accounting practices and procedures

General understanding of City operations and knowledge of departmental procedures and policies

Ability to obtain Notary Public license

CERTIFICATES, LICENSES AND REGISTRATIONS

Notary Public

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to stand; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

WORK ENVIRONMENT


The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.



COMMUNITY DEVELOPMENT DEPARTMENT
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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Al Cottingham, City Planner/Zoning Administrator
Reviewed/Approved By: James Barclay, Acting City Administrator 
Date: November 19, 2019

ITEM DESCRIPTION: Gravel Mining Excavation Permit Renewals for 2020

Proposed Action

The Planning Commission recommends the City Council move to adopt **RESOLUTION NO. 19-99, A RESOLUTION APPROVING SAND AND GRAVEL EXCAVATION PERMIT RENEWALS FOR 2020.**

Background/Overview

All sand and gravel mining and processing operations require an annual excavation permit. The excavation permit is an annual permit issued at the discretion of the City and does not confer or grant a property right. Prior to renewal of these permits, staff visits each pit to examine the conditions to ensure that zoning ordinance requirements are being met. The excavation permits were considered at the regular Planning Commission meeting on November 12, 2019.

Inspections of active gravel mining operations were conducted in October in accordance with Chapter 17 Section 6.20 Subdivision 8 of the Cloquet Zoning Ordinance. Attached the Council will find reports on the annual gravel mine inspections for the four operating within the City.

The Zack Sand and Gravel Pit had minimal work from it this year. Staff has not received any complaints regarding this pit.

The Ulland pit had an asphalt plant located in the pit at various times this summer. Staff did receive some complaints about the odor from the asphalt plant on certain days but none about the other operations.

The KGM pit is used primarily for KGM and the wood chip operation for Sappi. They had a large amount of activity from this pit this year. They also had an asphalt plant located in the pit at various times this summer. The City received no complaints on the KGM pit.

The Carlton County pit is used primarily for stockpiling of material and not much mining anymore. The millings from different projects have been stored there. The City received no complaints on the Carlton County pit.

Policy Objectives

The purpose of the annual excavation permit renewal is to ensure that operations at the gravel mining operations are in compliance with ordinance requirements.

Financial/Budget/Grant Considerations

The Annual Excavation Permit renewal fee is \$300. An updated bond is required of all applicants, along with a questionnaire, and on-site inspection by City staff.

Advisory Committee/Commission Action

The Planning Commission has recommended approval of the annual excavation permits for the four sites listed below for 2019 subject to the conditions established with the original permits and the filing of the appropriate bonds as stipulated in the Cloquet Zoning Ordinance on a 5-0 vote.

- Abramson Construction, Inc. / KGM (Permits #76-18, 95-2)
- Carlton County Highway Department (Permit #75-3)
- Ulland Brothers, Inc. (Permits #75-1, 75-5, and 79-7)
- Zack Sand and Gravel (Permit #08-01)

Supporting Documentation Attached

- Resolution No. 19-99
- Annual Inspection Checklist

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

RESOLUTION NO. 19-99

**A RESOLUTION APPROVING SAND AND GRAVEL EXCAVATION
PERMIT RENEWALS FOR 2020**

WHEREAS, The following sand and gravel mine operators have submitted requests for renewal of their Excavation and Operating Permits for the year 2020:

- Abramson Construction, Inc. / KGM (Permits #76-18, 95-2)
- Carlton County Highway Department (Permit #75-3)
- Ulland Brothers, Inc. (Permits #75-1, 75-5, and 79-7)
- Zack Sand and Gravel (Permit #08-01); and

WHEREAS, Said renewals were considered at the regular meeting of the Cloquet Planning Commission on November 12, 2019 and Cloquet City Council on November 19, 2019, at which time information was reviewed relative to said renewals, and questions were asked and answered by those gravel mine operator representatives in attendance; and

WHEREAS, No changes were proposed by any of the operators for their operations; and

WHEREAS, The Planning Commission recommended approval to the City Council of these sand and gravel excavation permits finding that renewal is in order for all operations listed above.

NOW, THEREFORE, BE IT RESOLVED, BY THE CLOQUET CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That it approves the renewal of these four sand and gravel mining Excavation Permits, subject to the conditions established with the original permits and the filing of appropriate bonds as stipulated in the Cloquet Zoning Ordinance.

PASSED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 19TH DAY OF NOVEMBER 2019.

Roger Maki, Mayor

ATTEST:

James Barclay, Interim City Administrator

GRAVEL MINE ANNUAL INSPECTION CHECKLIST

SITE IDENTIFICATION: **KGM**

DATE OF INSPECTION: **October 24, 2019** TIME OF DAY: **9:30 pm**

WEATHER CONDITIONS: **Cloudy, 35 degrees, early Fall**

PRESENT: **Al Cottingham and Caleb Peterson**

	OK	Not OK	
1.	X	<input type="checkbox"/>	Steep slopes (1:1 or greater) protected.
2.	X	<input type="checkbox"/>	Security gate installed and used.
3.	X	<input type="checkbox"/>	Operating hours honored.
4.	X	<input type="checkbox"/>	Inactive slopes maintained.
5.	X	<input type="checkbox"/>	Setbacks satisfactory (old @ 200' res.; 50' non-res.).
6.	X	<input type="checkbox"/>	Stockpiles @ 500' (100' non-res.); height @ 40'.
7.	X	<input type="checkbox"/>	Excavation @ 500' (100' non-res.).
8.	X	<input type="checkbox"/>	Asphalt plant @ 2,600' (1,000' non-res.; 500' old).
9.	<input type="checkbox"/>	<input type="checkbox"/> NA	Crushing plant on pit floor.
10.	X	<input type="checkbox"/>	Erosion/drainage controlled; no standing water.
11.	X	<input type="checkbox"/>	Dust control.
12.	X	<input type="checkbox"/>	Level bottom in non-active areas.
13.	X	<input type="checkbox"/>	Noise levels not exceeded.
14.	X	<input type="checkbox"/>	Reclamation of mined-out sections.
15.	X	<input type="checkbox"/>	Recyclable materials present over 2 years.

COMMENTS

The KGM pit is owned and operated from the main office in Angora, MN. The property is zoned Heavy Industrial.

Carlson Timber remains active in the pit chipping wood and loading semi trucks to haul the wood chips to Sappi.

KGM had a fair amount of activity this year from their pit. The major pit faces have been worked this year with over 51,000 cubic yards removed by the end of August with lots of material still being hauled out. They have had an asphalt plant setup at various times during the season.











GRAVEL MINE ANNUAL INSPECTION CHECKLIST

SITE IDENTIFICATION: **Carlton County – Airport Road**

DATE OF INSPECTION: **October 24, 2019** TIME OF DAY: **9:00 am**

WEATHER CONDITIONS: **Cloudy, 35 degrees, early fall**

PRESENT: **Al Cottingham and Caleb Peterson**

	OK	Not OK	
1.	X	<input type="checkbox"/>	Steep slopes (1:1 or greater) protected.
2.	X	<input type="checkbox"/>	Security gate installed and used.
3.	X	<input type="checkbox"/>	Operating hours honored.
4.	X	<input type="checkbox"/>	Inactive slopes maintained.
5.	X	<input type="checkbox"/>	Setbacks satisfactory (old @ 200' res.; 50' non-res.).
6.	X	<input type="checkbox"/>	Stockpiles @ 500' (100' non-res.); height @ 40'.
7.	X	<input type="checkbox"/>	Excavation @ 500' (100' non-res.).
8.	<input type="checkbox"/>	<input type="checkbox"/> NA	Asphalt plant @ 2,600' (1,000' non-res.; 500' old).
9.	<input type="checkbox"/>	<input type="checkbox"/> NA	Crushing plant on pit floor.
10.	X	<input type="checkbox"/>	Erosion/drainage controlled; no standing water.
11.	X	<input type="checkbox"/>	Dust control.
12.	X	<input type="checkbox"/>	Level bottom in non-active areas.
13.	X	<input type="checkbox"/>	Noise levels not exceeded.
14.	X	<input type="checkbox"/>	Reclamation of mined-out sections.
15.	X	<input type="checkbox"/>	Recyclable materials present over 2 years.

COMMENTS

There was little activity in the County pit this year with approximately 5,000 cubic yards of material being removed. There is a security gate at Airport Road that is used as required, the FDL Reservation Pit is adjacent and to the direct east of this pit. They use this pit for County Road projects in the area and will stockpile blacktop from some of the road projects for use in the future.





GRAVEL MINE ANNUAL INSPECTION CHECKLIST

SITE IDENTIFICATION: Ulland Sand and Gravel Pit

DATE OF INSPECTION: October 24, 2019 TIME OF DAY: 9:45 am

WEATHER CONDITIONS: Cloudy, 35 degrees, early Fall

PRESENT: Al Cottingham and Caleb Peterson

	OK	Not OK	
1.	X	<input type="checkbox"/>	Steep slopes (1:1 or greater) protected.
2.	X	<input type="checkbox"/>	Security gate installed and used.
3.	X	<input type="checkbox"/>	Operating hours honored.
4.	X	<input type="checkbox"/>	Inactive slopes maintained.
5.	X	<input type="checkbox"/>	Setbacks satisfactory (old @ 200' res.; 50' non-res.).
6.	X	<input type="checkbox"/>	Stockpiles @ 500' (100' non-res.); height @ 40'.
7.	X	<input type="checkbox"/>	Excavation @ 500' (100' non-res.).
8.	X	<input type="checkbox"/>	Asphalt plant @ 2,600' (1,000' non-res.; 500' old).
9.	<input type="checkbox"/>	NA	Crushing plant on pit floor.
10.	X	<input type="checkbox"/>	Erosion/drainage controlled; no standing water.
11.	X	<input type="checkbox"/>	Dust control.
12.	X	<input type="checkbox"/>	Level bottom in non-active areas.
13.	X	<input type="checkbox"/>	Noise levels not exceeded.
14.	X	<input type="checkbox"/>	Reclamation of mined-out sections.
15.	X	<input type="checkbox"/>	Recyclable materials present over 2 years.

COMMENTS

The Ulland Pit is located south of I-35 and west of Hwy 45. The property is zoned Heavy Industrial.

They have had an asphalt plant set up at various times in the pit. They had removed approximately 20,000 cubic yards of material from the site through mid-September. They noted it is difficult to identify the amount of material that will leave the pit next year since they do not have any contracts yet.









GRAVEL MINE ANNUAL INSPECTION CHECKLIST

SITE IDENTIFICATION: Zack Sand and Gravel – Stark Road

DATE OF INSPECTION: October 24, 2019 TIME OF DAY: 8:30 am

WEATHER CONDITIONS: Cloudy, 35 degrees, early Fall

PRESENT: Al Cottingham and Caleb Peterson

	OK	Not OK	
1.	X	<input type="checkbox"/>	Steep slopes (1:1 or greater) protected.
2.	X	<input type="checkbox"/>	Security gate installed and used.
3.	X	<input type="checkbox"/>	Operating hours honored.
4.	X	<input type="checkbox"/>	Inactive slopes maintained.
5.	X	<input type="checkbox"/>	Setbacks satisfactory (old @ 200' res.; 50' non-res.).
6.	X	<input type="checkbox"/>	Stockpiles @ 500' (100' non-res.); height @ 40'.
7.	X	<input type="checkbox"/>	Excavation @ 500' (100' non-res.).
8.	<input type="checkbox"/>	<input type="checkbox"/> NA	Asphalt plant @ 2,600' (1,000' non-res.; 500' old).
9.	<input type="checkbox"/>	<input type="checkbox"/> NA	Crushing plant on pit floor.
10.	X	<input type="checkbox"/>	Erosion/drainage controlled; no standing water.
11.	X	<input type="checkbox"/>	Dust control.
12.	X	<input type="checkbox"/>	Level bottom in non-active areas.
13.	X	<input type="checkbox"/>	Noise levels not exceeded.
14.	X	<input type="checkbox"/>	Reclamation of mined-out sections.
15.	X	<input type="checkbox"/>	Recyclable materials present over 2 years.

COMMENTS

The Zack Sand and Gravel pit is located behind the Cloquet Business Park off of Stark Road. This property is zoned Farm Residential. This is a small operation located away from any development.







MAYOR'S PROCLAMATION

City of Cloquet

WHEREAS, the City of Cloquet, MN, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.7 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

Whereas, small businesses employ 47.3 percent of the employees in the private sector in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

Whereas, 96% of consumers who plan to shop on Small Business Saturday said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

Whereas, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

Whereas, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

Whereas, Cloquet supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Roger Maki, Mayor of Cloquet, Minnesota, do hereby proclaim, November 30, 2019, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.



Roger Maki, Mayor



ADMINISTRATIVE OFFICES

101 14th Street • Cloquet MN 55720
Phone: 218-879-3347 • Fax: 218-879-6555
www.cloquetmn.gov

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Nancy Klassen, Finance Director *NK*
Reviewed by: James Barclay, Interim City Administrator *JB*
Date: November 6, 2019

ITEM DESCRIPTION: Certification of Delinquent Utilities and Miscellaneous Bills

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 19-98, ADOPTING AND CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT UTILITIES AND MISCELLANEOUS BILLS.**

Background/Overview

Minnesota Statutes allows municipal water utilities to certify unpaid water, sewer, storm water, and other property charges to the county auditor for collection with property taxes. The certification can be done once a year or more often. The City is certifying semi-annually in 2019.

Policy Objectives

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

Financial/Budget/Grant Considerations

Collection of delinquent utility and miscellaneous bills through the 2020 property tax statements. See attached listing for amount certified.

Advisory Committee/Commission Action

Not applicable.

Supporting Documentation Attached

- Resolution 19-98.
- Listing of delinquent bills and recertification to be certified to Carlton County.

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

RESOLUTION NO. 19-98

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

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

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

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

WHEREAS, There were no oral or written objections received.

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

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

BE IT FURTHER RESOLVED, That the City Administrator be authorized and directed to transmit to the County Auditor a certified duplicate of the assessment roll to be extended upon the property tax lists of the County and the County Auditor shall collect said special assessments with taxes levied in 2019, payable in 2020.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 19TH DAY OF NOVEMBER, 2019.**

Roger Maki, Mayor

ATTEST:

James Barclay, Interim City Administrator

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

I, James Barclay, Interim City Administrator of the City of Cloquet, Minnesota, pursuant to Chapter 364 of the Laws of Minnesota for 1909, and Amendments thereto, and pursuant to resolution of the City Council of the City of Cloquet, passed November 19, 2019,

HEREBY CERTIFY, That there is remaining in my office unpaid and for collection the following Utility & Miscellaneous Bills for the 2020 Real Estate Tax payments, against the following lots and tracts of land in the following amounts to-wit:

<u>Parcel ID</u>	<u>Property Address</u>	<u>Invoice/Account Number</u>	<u>Bill Amount</u>	<u>Collection Fee</u>	<u>Total Certified</u>
06-400-0120	1516 CARLTON AVE	0117016700-01	\$ 14.80	\$ 50.00	\$ 64.80
06-345-0100	318 10TH ST	0122015300-01	124.15	\$ 50.00	174.15
06-732-0020	620 PROSPECT AVE W	0113015950-00	14.80	\$ 50.00	64.80
06-350-0940	1302 20TH ST	0116002300-00	47.80	\$ 50.00	97.80
06-290-2660	114 11TH ST	0120017000-02	167.83	\$ 50.00	217.83
06-275-0270	24 8TH ST	0121008400-06	149.03	\$ 50.00	199.03
06-045-1980	12 7TH ST APT 3	0121010220-35	21.05	\$ 50.00	71.05
06-110-0080	1404 CLOQUET AVE	0126008040-08	80.91	\$ 50.00	130.91
06-275-0100	21 8TH ST	0121009900-11	46.10	\$ 50.00	96.10
06-145-0240	344 8TH ST	0124016800-11	187.53	\$ 50.00	237.53
06-045-5720	302 AVE D	0112014900-04	64.30	\$ 50.00	114.30
06-165-1140	2234 SELMSER AVE	0119020500-05	117.69	\$ 50.00	167.69
06-005-1460	216 2ND ST	0122000600-06	79.10	\$ 50.00	129.10
06-045-2540	315 AVE B	0112007800-09	219.64	\$ 50.00	269.64
06-045-4540	212 AVE C	0112010400-01	222.72	\$ 50.00	272.72
06-125-0420	1429 FAIRVIEW AVE	0116019800-00	337.25	\$ 50.00	387.25
06-110-1720	103 17TH ST	0118011500-20	474.54	\$ 50.00	524.54
06-110-1720	103 17TH ST	0118011550-20	442.65	\$ 50.00	492.65
06-070-0060	312 17TH ST	0119012200-04	319.34	\$ 50.00	369.34
06-055-0020	1314 SELMSER AVE	0122003400-02	329.76	\$ 50.00	379.76
06-345-0660	314 9TH ST	0122012900-00	192.89	\$ 50.00	242.89
06-040-0500	319 12TH ST	0122016100-02	203.32	\$ 50.00	253.32
06-145-0060	802 CARLTON AVE	0124017700-02	632.65	\$ 50.00	682.65
06-275-0040	7 8TH ST	0126003600-08	1,880.09	\$ 50.00	1,930.09
06-510-7812	GRAVEL PIT	0160006400-00	260.40	\$ 50.00	310.40

06-060-1240	GARAGE ON HWY 45	0160089600-00	57.60	\$	50.00	107.60
06-510-7790	GRAVEL PIT	0160102900-00	691.20	\$	50.00	741.20
06-190-0600	820 SAHLMAN AVE	12512	75.00	\$	50.00	125.00
06-045-2540	315 AVE B	12547	75.00	\$	50.00	125.00
06-200-0200	324 2ND ST	12637	75.00	\$	50.00	125.00
06-065-0220	611 ADAMS ST	12638	150.00	\$	50.00	200.00
06-340-0800	429 4TH ST	12639	75.00	\$	50.00	125.00
06-385-0360	914 WHITE AVE	12545 & 12640	150.00	\$	50.00	200.00
06-510-7980	1362 LAWRENCE RD	260022500	60.00	\$	50.00	110.00
06-570-0320	1368 ROLAND RD	260023600	60.00	\$	50.00	110.00
06-679-0060	1372 LAWRENCE ROAD	260024500	60.00	\$	50.00	110.00
06-560-0200	1381 LAWRENCE RD	260026100	60.00	\$	50.00	110.00
06-580-0080	1386 DAVID RD	260027000	60.00	\$	50.00	110.00
06-570-0520	1389 ROLAND RD	260027400	60.00	\$	50.00	110.00
06-570-0060	1392 ROLAND RD	260028100	60.00	\$	50.00	110.00
06-570-0460	1395 ROLAND RD	260028500	60.00	\$	50.00	110.00
06-580-0720	1395 STEPHEN RD	260028600	60.00	\$	50.00	110.00
06-510-8300	1409 LAWRENCE RD	260030500	60.00	\$	50.00	110.00
06-510-8370	1421 LAWRENCE RD	260033100	60.00	\$	50.00	110.00
06-530-8560	1422 LAWRENCE RD	260033500	60.00	\$	50.00	110.00
06-510-8390	1423 LAWRENCE RD	260033700	60.00	\$	50.00	110.00
06-520-8437	1426 LAWRENCE RD	260033900	60.00	\$	50.00	110.00
06-750-0020	1462 CARL ST	260035200	60.00	\$	50.00	110.00
06-510-7771	1464 ANN ST	260035400	60.00	\$	50.00	110.00
06-750-0120	1469 CARL ST	260035900	60.00	\$	50.00	110.00
06-510-6375	1471 SPRING LAKE RD	260036100	60.00	\$	50.00	110.00
06-750-0160	1473 CARL ST	260036300	60.00	\$	50.00	110.00
06-510-7813	1474 ALJO RD	260036400	60.00	\$	50.00	110.00
06-510-8095	1515 MOORHEAD RD	260038200	60.00	\$	50.00	110.00
06-586-0020	1522 SPRING LAKE RD	260039000	60.00	\$	50.00	110.00
06-510-3070	1529 LOCKLING RD	260039200	60.00	\$	50.00	110.00
06-675-0180	1556 WHITE PINE TRL	260041300	60.00	\$	50.00	110.00
06-510-8060	1565 MOORHEAD RD	260041900	60.00	\$	50.00	110.00
06-510-7654	1575 BRUMMER DR	260042400	60.00	\$	50.00	110.00

06-675-0020	1598 WHITE PINE TRL	260043300	60.00	\$	50.00	110.00
06-510-7800	1611 MOORHEAD RD	260043700	60.00	\$	50.00	110.00
06-510-4712	1633 AIRPORT RD	260044400	60.00	\$	50.00	110.00
06-510-3220	165 BREVATOR RD	260044800	60.00	\$	50.00	110.00
06-510-4070	1721 BIG LAKE RD	260046800	60.00	\$	50.00	110.00
06-510-4140	1751 BIG LAKE RD	260047400	60.00	\$	50.00	110.00
06-510-4211	1755 BIG LAKE RD	260047500	60.00	\$	50.00	110.00
06-725-0420	1763 MAPLE HILL DR	260048500	60.00	\$	50.00	110.00
06-510-4219	1769 BIG LAKE RD	260048800	60.00	\$	50.00	110.00
06-510-4215	1775 BIG LAKE RD	260049300	60.00	\$	50.00	110.00
06-510-4305	1796 BIG LAKE RD	260049900	60.00	\$	50.00	110.00
06-510-2975	180 RESERVATION RD	260050000	60.00	\$	50.00	110.00
06-510-3830	1813 BIG LAKE RD	260050600	60.00	\$	50.00	110.00
06-510-3790	1817 BIG LAKE RD	260050700	60.00	\$	50.00	110.00
06-510-3570	1818 JARVI RD	260050800	60.00	\$	50.00	110.00
06-510-3880	1877 BIG LAKE RD	260051800	60.00	\$	50.00	110.00
06-510-4020	21 BREVATOR RD	260053900	60.00	\$	50.00	110.00
06-510-4880	22 RESERVATION RD	260054600	60.00	\$	50.00	110.00
06-510-2405	232 ENGLISH RD	260055900	60.00	\$	50.00	110.00
06-510-2380	234 ENGLISH RD	260056600	60.00	\$	50.00	110.00
06-510-2740	238 LAINE RD	260056800	60.00	\$	50.00	110.00
06-510-4260	25 SWANSON RD	260059200	60.00	\$	50.00	110.00
06-725-0180	2516 OTTER CREEK DR	260060300	60.00	\$	50.00	110.00
06-510-2560	252 LAINE RD	260060500	60.00	\$	50.00	110.00
06-743-0640	2581 14TH ST	260062300	60.00	\$	50.00	110.00
06-510-2095	261 HIGHWAY 33 N	260062800	60.00	\$	50.00	110.00
06-510-1370	275 JACKPINE DRIVE	260064100	60.00	\$	50.00	110.00
06-510-1990	292 HIGHWAY 33 N	260065000	60.00	\$	50.00	110.00
06-510-2610	294 PREVOST RD	260065200	60.00	\$	50.00	110.00
06-510-0473	306 N HIGHWAY 33	260066200	60.00	\$	50.00	110.00
06-060-1265	319 SCANLON WAY	260066800	60.00	\$	50.00	110.00
06-510-0494	325 PREVOST ROAD	260067500	60.00	\$	50.00	110.00
06-510-0540	353 FREEMAN RD	260069700	60.00	\$	50.00	110.00
06-510-0300	354 FREEMAN RD	260069800	60.00	\$	50.00	110.00

06-510-0113	359 LAINE RD	260070300	60.00	\$	50.00	110.00
06-510-0304	360 FREEMAN RD	260070400	60.00	\$	50.00	110.00
06-510-0060	370 ST LOUIS RIVER RD W	260071000	60.00	\$	50.00	110.00
06-510-0050	373 CROSBY RD	260071200	60.00	\$	50.00	110.00
06-510-4480	47 RESERVATION RD	260073700	60.00	\$	50.00	110.00
06-510-0524	633 KALLSTROM RD	260075300	60.00	\$	50.00	110.00
06-510-6095	724 HANTZ RD	260076600	60.00	\$	50.00	110.00
06-742-0040	736 HANTZ RD	260076800	60.00	\$	50.00	110.00
06-510-4760	959 TRETTEL LN	260077800	60.00	\$	50.00	110.00
06-510-5060	983 PINWOOD DR	260078900	60.00	\$	50.00	110.00
06-510-5095	999 PINWOOD DR	260079500	60.00	\$	50.00	110.00
06-510-1750	06-510-1750	260080100	60.00	\$	50.00	110.00
06-618-0040	742 HANTZ RD	260099600	60.00	\$	50.00	110.00
06-725-0080	1571 BRUMMER DR	260101700	60.00	\$	50.00	110.00
06-510-2660	243 LAINE RD	260101800	60.00	\$	50.00	110.00
06-510-2375	236 ENGLISH RD	260103800	60.00	\$	50.00	110.00
06-510-7491	1975 MOORHEAD RD	260105200	60.00	\$	50.00	110.00
06-510-0181	320 LAINE RD	260097700	58.60	\$	50.00	108.60
06-710-0860	1287 ROBERT ST	260015800	52.80	\$	50.00	102.80
06-510-2770	203 CROSBY RD	260053300	52.80	\$	50.00	102.80
06-510-0661	303 FREEMAN RD	260065900	52.80	\$	50.00	102.80
06-510-0015	385 CROSBY RD	260102600	52.80	\$	50.00	102.80
06-510-6088	718 HANTZ RD	260076100	31.92	\$	50.00	81.92
06-510-4543	1693 BIG LAKE RD	260098900	29.64	\$	50.00	79.64
06-510-7605	1887 MOORHEAD RD	260052100	29.40	\$	50.00	79.40
06-510-2025	268 HWY 33 N	260008200	26.40	\$	50.00	76.40
06-630-0590	1020 S OAK ST	260010800	26.40	\$	50.00	76.40
06-510-2711	1161 NORTH RD	260012200	26.40	\$	50.00	76.40
06-560-0380	1363 LAWRENCE RD	260022700	26.40	\$	50.00	76.40
06-570-0220	1378 ROLAND RD	260025500	26.40	\$	50.00	76.40
06-570-0500	1391 ROLAND RD	260027900	26.40	\$	50.00	76.40
06-590-0300	1405 JANIS RD	260029400	26.40	\$	50.00	76.40
06-530-8510	1416 LAWRENCE RD	260032100	26.40	\$	50.00	76.40
06-510-8400	1417 LAWRENCE RD	260032300	26.40	\$	50.00	76.40

06-510-7778	1463 ANN ST	260035300	26.40	\$	50.00	76.40
06-510-8090	1555 MOORHEAD RD	260041000	26.40	\$	50.00	76.40
06-675-0120	1568 WHITE PINE TRL	260042000	26.40	\$	50.00	76.40
06-510-4270	1768 BIG LAKE RD	260048700	26.40	\$	50.00	76.40
06-510-2712	211 LAINE RD	260054300	26.40	\$	50.00	76.40
06-510-8330	2402 14TH ST	260057500	26.40	\$	50.00	76.40
06-510-2133	242 FREEMAN RD	260058000	26.40	\$	50.00	76.40
06-530-8460	2506 14TH ST	260059500	26.40	\$	50.00	76.40
06-510-7885	2535 14TH ST	260061400	26.40	\$	50.00	76.40
06-510-1576	280 BREVATOR RD	260064300	26.40	\$	50.00	76.40
06-510-2000	290 HIGHWAY 33 N	260064900	26.40	\$	50.00	76.40
06-510-0664	305 FREEMAN RD	260066100	26.40	\$	50.00	76.40
06-510-0480	322 HIGHWAY 33 N	260067100	26.40	\$	50.00	76.40
06-510-0170	328 LAINE RD	260067700	26.40	\$	50.00	76.40
06-510-0045	355 CROSBY RD	260069900	26.40	\$	50.00	76.40
06-510-0205	395 HIGHWAY 33 N	260073000	26.40	\$	50.00	76.40
06-510-2059	586 STARK RD	260074000	26.40	\$	50.00	76.40
06-510-5010	972 TRETTEL LN	260078300	26.40	\$	50.00	76.40
06-510-4190	1799 BIG LAKE RD	260081200	26.40	\$	50.00	76.40
06-743-0580	1341 VALLEY VIEW DR	260101100	26.40	\$	50.00	76.40
06-736-0020	1502 MAYON WAY	260105400	26.40	\$	50.00	76.40
06-743-0140	1324 VALLEY VIEW DR	260020800	25.08	\$	50.00	75.08
				\$	<u>7,450.00</u>	<u>\$ 21,226.98</u>



DEPARTMENT OF PUBLIC WORKS

101 14th Street; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer – Engineering - Park
www.cloquetmn.gov

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed By: James Barclay, Interim City Administrator
Date: November 19, 2019

A handwritten signature in blue ink, appearing to read "J. Barclay", is written over the name of the reviewer.

ITEM DESCRIPTION: Pedestrian Bridge Inspection

Proposed Action

Staff recommends that the City Council move to approve the proposal from AMI Consulting Engineers for inspection and load rating of the St. Louis River pedestrian bridge in accordance with the National Bridge Inspection Standards (NBIS).

Background

It was previously understood that the old railroad bridge from Dunlap Island across the north channel of the St. Louis River was owned by the DNR. The bridge was discontinued from rail service over 20 years ago and converted to serve pedestrian, ATV and snowmobile traffic. The crossing serves as a connection to the state-owned Saginaw Grade/Lumberjack Multi-Use Trail, however the bridge is not on the state trail system and is actually owned by the City of Cloquet.

Pedestrian bridges fall into a grey area of the state's bridge program. They are not required to be included in the City's Minnesota Department of Transportation Bridge Inventory, however the City does have the responsibility for regular inspection and maintenance. Staff recommends a program be put in place modeling the National Bridge Inspection Standards (NBIS). This would involve a structural load rating, 5-year underwater inspections, and annual or biannual superstructure inspections depending on condition observations.

The City contracted with AMI Consulting Engineers this spring to conduct an underwater inspection. The attached proposal for load rating, and a top side inspection would complete the City's inspection obligations for at least one year. It should be noted that future inspections would be much lower in cost. No record drawings exist for the current structure so the initial effort includes a great deal of data acquisition and documentation that would not otherwise be required.

Policy Objectives

To protect public safety and limit liability by complying with nationally recognized standards for bridge inspection.

To Mayor and Council
Pedestrian Bridge Inspection
November 19, 2019
Page 2

Financial/Budget/Grant Considerations

The cost for underwater inspection of this structure was \$6,830. AMI is proposing to complete the topside/superstructure inspection and load rating for additional lump sum fee of \$16,000. Staff recommends these initial inspections be funded using sales tax proceeds as they are associated with recent improvements along the riverfront. Future inspections should be included in the operating budget.

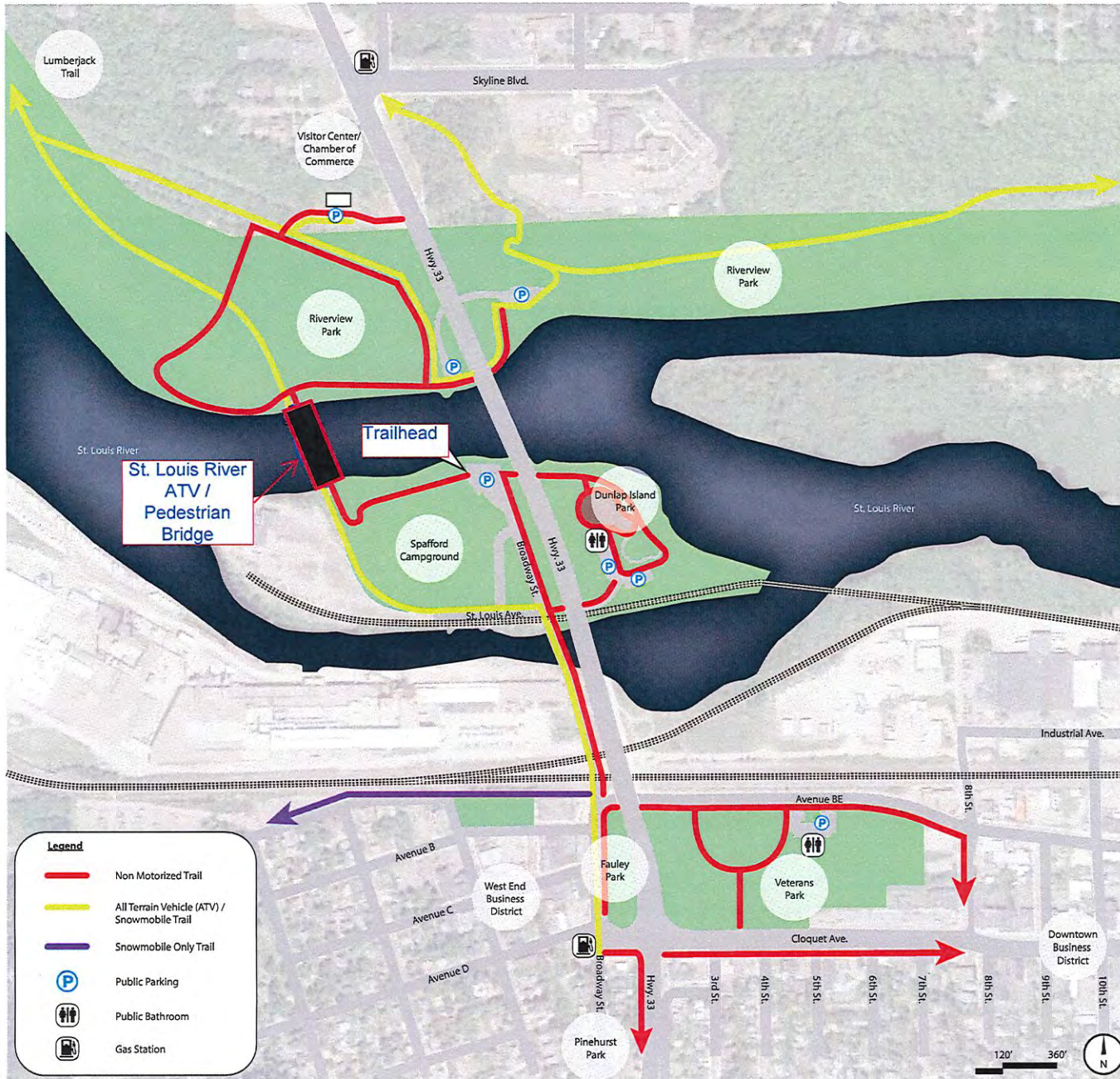
Staff expects the final inspection report will include a recommendation and estimate for some level of needed repairs. The final scope of repairs will not be known until the topside inspection can be completed.

Advisory Committee/Commission Action

N/A

Supporting Documents Attached

- AMI Proposal
- Area Map



Lumberjack Trail

Skyline Blvd.

Visitor Center/
Chamber of Commerce

Riverview Park

Riverview Park

St. Louis River
ATV /
Pedestrian
Bridge

Trailhead

Spafford
Campground

Dunlap Island
Park

St. Louis River

Industrial Ave.

Legend

- Non Motorized Trail
- All Terrain Vehicle (ATV) / Snowmobile Trail
- Snowmobile Only Trail
- P Public Parking
- Public Bathroom
- Gas Station

Avenue B

Avenue C

Avenue D

West End
Business
District

Fauley
Park

Avenue BE

Veterans
Park

Cloquet Ave.

8th St.

Downtown
Business
District

Broadway St.

Pinehurst
Park

Hwy. 33

3rd St.

4th St.

5th St.

6th St.

7th St.

8th St.

9th St.

10th St.





AMI

Consulting Engineers P.A.

November 7, 2019

Caleb Peterson, P.E.
Director of Public Works
City of Cloquet
1307 Cloquet Ave
Cloquet, MN 55720

*Re: Pedestrian Bridge Topside Inspection and Load Rating
AMI Project # 191312*

Mr. Peterson,

Thank you for the opportunity to submit this proposal for the topside inspection and load rating analysis of the pedestrian bridge located on Dunlap Island in Cloquet, MN.

Project Understanding

This proposal is for AMI Consulting Engineers, P.A. (AMI) to inspect the superstructure of the pedestrian bridge, above the waterline (WL), along the Saint Louis River. AMI recommends that the structural elements above the waterline be inspected annually and the substructure below the waterline be inspected, at a minimum, every five years. AMI completed the last underwater inspection in October of 2018.

Scope of Services – AMI’s scope of services to include:

Subtask 1 – Topside Inspection

- Gather and review existing drawings and documentation
- Coordination with City of Cloquet
- Travel to and from site
- Conduct visual topside inspection
- Report findings and provide maintenance / design recommendations
- Include field notes and pertinent drawings
- Provide Engineer’s cost estimate for repairs
- Task 1 cost: **\$11,000**

Task 1 Accepted for: City of Cloquet:

_____	_____	_____
(Signature)	(Title)	(Date)

Subtask 2 – Load Rating Analysis

- Gather and review existing drawings and documentation
- Determine load rating for City of Cloquet’s desired use of Pedestrian Bridge
- Submit load rating to City of Cloquet
- Task 2 cost: **\$5,000.00**

Task 2 Accepted for: City of Cloquet:

(Signature)

(Title)

(Date)

Assumptions

- City of Cloquet will provide all available historical drawings to AMI for reference during the topside inspection.
- AMI's ability to perform the inspection will depend on the concentration of debris in front (upstream) of Piers 1 through 7.

Project Schedule

AMI prides itself on meeting critical completion dates and deadlines and will complete the project to the highest engineering and diving standards. We would expect to complete our field services within 30 calendar days after Notice to Proceed depending on weather, access to the site/work, and debris removal. Once field work is completed, AMI can complete the remaining services within 90 calendar days.

Compensation:

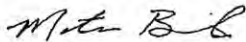
AMI Consulting Engineers is prepared to perform the inspection and engineering services as described above per the Lump Sum price of Sixteen Thousand Dollars (\$16,000). We will not exceed this fee without your authorization. The fee breakdown by Subtask is as follows:

- | | |
|-------------------------|-------------|
| 1. Topside Inspection | \$11,000.00 |
| 2. Load Rating Analysis | \$5,000.00 |

*Pricing is contingent upon conducting Items 1 & 2 concurrently.

If you have any questions or comments regarding this proposal, please do not hesitate to contact myself at (715) 718-2193, ext. 31. We look forward to working with you on this project.

Respectfully Submitted,



Mat Burich, EIT
Marine/Civil Engineer

Reviewed By,


Chase Dewhirst, P.E.
Marine Civil Engineering Manager



DEPARTMENT OF PUBLIC WORKS

101 14th Street; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer – Engineering - Park
www.cloquetmn.gov

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed By: James Barclay, Interim City Administrator 
Date: November 19, 2019

ITEM DESCRIPTION: AFSCME Local #545 Letter of Understanding

Proposed Action

Staff recommends that the City Council move to approve the Letter of Understanding with AFSCME Local #545 related to the continued employment of Caleb Maki.

Background

The City was recently notified that the Minnesota Department of Public Safety will suspend Caleb Maki's commercial driver's license (CDL) for a period of 12 months effective November 18, 2019. Mr. Maki is currently employed as a Truck Driver/Utility Maintenance Person within Public Works. As a result of this suspension, Mr. Maki will no longer meet the minimum requirements of his current job description including a Minnesota Class A Commercial Driver's License with tanker endorsement.

The loss of Mr. Maki's CDL is due to an incident that occurred off duty and is not related to his driving record with the City of Cloquet. That said, the absence of a CDL limits his ability to perform some duties in the Truck Driver job description including cleaning of sewers, plowing snow (depending on the vehicle used), and hauling of construction related materials using a dump truck. The inability of any employee to perform essential duties in their job description must be taken seriously even if the situation is not disciplinary in nature.

Public Works Administration and Human Resources have conducted a review of the incident and find no grounds for disciplinary measures. In 11 months of service to the city, Mr. Makki has proven to be a capable employee. His direct supervisor and department head had no reason to consider exercising the City's right for dismissal under the mandatory one-year probationary appointment period laid out in the current AFSCME contract until this incident.

In addition to a CDL, utility maintenance staff are also required to hold other certifications including a Class SC Wastewater Operator Certificate and Class C, Minnesota Department of Health Waterworks Operators Certificate. Required by the MPCA and MDH, these certificates can take multiple years to obtain and involve both experience and testing requirements. Given Mr. Maki's current experience and certificate status, his ability to perform other daily duties in the Utility Department remains an asset. It is likely that replacement of Mr. Maki would require a minimum of 2-years before new staff could provide other daily duties without significant supervision and additional training.

To Mayor and Council
AFSCME Local #545 LOU
Page 2
November 19, 2019

With less than ideal circumstances faced under either scenario, staff is recommending execution of the attached Letter of Understand (LOU) with AFSCME. The intent of the LOU is to protect the City's liability. By extending the employee's probationary period for 12 months, the City retains the right to dismiss without cause or challenge should the CDL not be reinstated. Department supervisors will also be monitoring the employee's performance very closely over the extended probation period to ensure all expectations are met and no other issues are identified.

Policy Objectives

N/A

Financial/Budget/Grant Considerations

Staff has drafted a temporary job description removing the CDL requirement from the truck driver/utility maintenance job description. The result is a temporary pay grade reduction from grade 10 to grade 9 with the corresponding temporary wage reduction of \$2,652.99 until Mr. Maki's CDL is reinstated.

Advisory Committee/Commission Action

N/A

Supporting Documents Attached

- Letter of Understanding

LETTER OF UNDERSTANDING
By and Between
AFSCME LOCAL #545
And
THE CITY OF CLOQUET

This Letter of Understanding (“LOU”) is made by and between City of Cloquet (“Employer”) and American Federation of State, County and Municipal Employees, Council No. 65, Local Number 545 (“Union”).

Recitals

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the appropriate unit (“Bargaining Unit Employees”);

WHEREAS, the Employer and Union are parties to a labor contract for January 1, 2018 through December 31, 2020;

WHEREAS, a Bargaining Unit Employee in the position of Truck Driver/Utility Maintenance Person has lost his CDL and is unable to perform the duties of Truck Driver/Utility Maintenance Person;

WHEREAS, the Employer and Union desire, in this circumstance, to establish components related to the individual (Caleb Maki) for continued employment;

NOW, THEREFORE, all parties hereto agree as follows below.

Agreement

Article 1. Temporary Job Reclassification

Section 1. Caleb Maki is currently classified as a Truck Driver/Utility Maintenance Person, Grade 10 on our pay scale Step 5, and is unable to perform the function of truck driver as outlined in his job description.

Article IX Probationary Period, the CBA outlines a period of 1 year probation for all job classifications upon hire. Caleb Maki was hired on January 29, 2019 and is still in his probationary period.

Section 2. Pursuant to this agreement the City agrees to temporarily (until such time as Caleb’s CDL is restored but no longer than 1 year) to reclassify Caleb as a Utility Maintenance Person, Grade 9 on our pay scale Step 5.

Section 3. Pursuant to this agreement the City will extend Caleb Maki’s probationary period for an additional year.

Section 3. The agreement shall set no precedent and shall not create a past practice.

Article 2. Entire Understanding

This LOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this LOU, other than the representations, covenants, or inducements contained and memorialized in this LOU. This LOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this LOU.

Article 3. Limitations

This LOU is intended for the sole and limited purpose specified herein. This LOU does not constitute or establish any waiver or admission of the Employer that the subject matter of this LOU is negotiable or that it is bound by terms of conditions of employment of predecessor employers, precedent, or past practice, or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this LOU. The Employer expressly reserves the right to exercise all of its management rights without limitation, including the right to make any decision and implement any such decision related to these issues consistent with the law in its sole discretion.

Article 4 Amendment or Modification

This LOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the LOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 5. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this LOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 6. Execution and Effective Date

This LOU is executed and effective on the latest date affixed to the signatures below.

Article 7. Expiration

This LOU will expire and no longer be in force or effect, effective on: (1) the date that the Bargaining Unit Employee's CDL is restored; and (2) January 30, 2021. Effective on the expiration date of the LOU, components of items addressed in and related to Article 1 of this LOU in effect as of the calendar day immediately preceding the effective date of this LOU; including, but not limited to, practices, Labor Agreement language and other aids in contract interpretation; will revert back to the status quo as of the calendar day immediately preceding the effective date of this LOU and treated as if this LOU were never negotiated nor entered into.

IN WITNESS HEREOF, the parties hereto have made this LOU on the latest date affixed to the signatures on the next page.

FOR THE EMPLOYER

Mayor

Date: _____

City Administrator

Date: _____

FOR THE UNION

Eric Sabue

President

Date: 11/8/19

Tom W. Blundell

Staff Representative

Date: 11/8/2019

EMPLOYEE
Caleb Maki

Caleb Maki, Utilities Maintenance Person

Date: 11/8/19