



**CITY OF CLOQUET  
City Council Agenda  
Tuesday, May 5, 2020  
7:00 p.m.  
VIA TELECONFERENCE**

**THERE WILL BE NO WORK SESSION**

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
  - a. Approval of May 5, 2020 Council Agenda
4. **Approval of Council Minutes**
  - a. Regular Council minutes from the April 21, 2020 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. 20-26, Authorizing the Payment of Bills and Payroll
  - b. Approval of Transient Merchant License for Carlton County Farmers Market



**CITY OF CLOQUET**  
**City Council Agenda**  
**Tuesday, May 5, 2020**  
**7:00 p.m.**  
**VIA TELECONFERENCE**

**7. Public Hearings**

- a. Now is the time and place for the Public Hearing on the proposal to approve the issuance by the Duluth Economic Development Authority of revenue obligations.
  - Resolution No. 20-27, Approving a Project by Essentia Health and Consenting to the Issuance of Tax-Exempt Obligations by the Duluth Economic Development Authority

**8. Presentations**

- a. Mayor's Proclamation, Cloquet Community Memorial Hospital Foundation

**9. Council Business**

- a. Resolution No. 20-25, Accepting Proposal for Construction Testing Services, Braun Intertec, Inc.
- b. Dump Truck Box and Plow Package
- c. Police Department Cell Phones and Hot Spots
- d. CAT-7 Discussion
- e. COVID-19 Update

**10. Council Comments, Announcements, and Updates**

**11. Adjournment**

Via Teleconference  
7:00 P.M. April 21, 2020

Regular Meeting

 **DRAFT**

Roll Call

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

Councilors Absent: None

Pledge of Allegiance

### AGENDA

**MOTION:** Councilor Lamb moved and Councilor Swanson seconded the motion to approve the April 21, 2020 agenda with the additions of items 9.f, *Approval of Ice Arena Professional Services Contract* and 9.h, *Approval of Memorial Day, 4<sup>th</sup> of July and Labor Day Car Shows sponsored by the Northeastern*. The motion carried unanimously (7-0).

### MINUTES

**MOTION:** Councilor Carlson moved and Councilor Lamb seconded the motion to approve the Regular Meeting minutes of April 7, 2020 as presented. The motion carried (7-0).

### PUBLIC COMMENTS

City Administrator Peterson read emails submitted for public comment in support and against sidewalk construction as part of the Prospect Avenue project:

- Arthur Wojciehowski – Against sidewalk
- Thomas and Patty Kersting – Against sidewalk
- Ashley Hanhela – In favor of sidewalk
- Jane Boyer – Against sidewalk
- Sarah Buhs, CAFD – In favor of sidewalk
- Ruth Reeves, Community Education – In favor of sidewalk
- Collette Lenarz – In favor of sidewalk
- Washington Elementary School staff members Robbi Mondati, Nicole Waters, Sheri Englund and Sheila Fritsinger – In favor of sidewalk

### CONSENT AGENDA

**MOTION:** Councilor Kolodge and Councilor Wilkinson seconded the motion to adopt the Consent Agenda of April 21, 2020, approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 20-21, Authorizing the Payment of Bills

### PUBLIC HEARINGS

There were none.

### PRESENTATIONS

There were none.

### AWARD BID FOR PROPOSED 2020 IMPROVEMENT OF PROSPECT AVENUE AREA STREETS

**MOTION:** Councilor Swanson moved and Councilor Wilkinson seconded the motion approve **RESOLUTION NO. 20-22, AWARDED PROSPECT AVENUE AREA PROJECT**, to Northland Constructors of Duluth, Inc. in the amount of \$3,176,565.00. The motion carried unanimously (7-0).

**WHEREAS**, A resolution of the Council adopted on March 5, 2020, authorized advertising the project for bid.

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

No.	Bidder	Base Bid + Alternate A
1	Northland Constructors of Duluth Inc.	\$ 3,176,565.00
2	TNT Aggregates LLC	\$ 3,196,658.00
	Engineer's Estimate	\$ 2,648,731.20

**AND WHEREAS**, The apparent low bid from Northland Constructors of Duluth Inc. was found to meet the minimum bid requirements.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA**, That the base bid plus alternate A from Northland Constructors of Duluth Inc. in the amount of \$3,176,565.00 is hereby accepted.

**REJECTING ALTERNATE C BID FOR PROSPECT AVENUE SIDEWALK**

**MOTION:** Councilor Carlson moved and Councilor Kolodge seconded the motion to approve **RESOLUTION NO. 20-23, REJECTING ALTERNATE C-BID FOR PROSPECT AVENUE SIDEWALK**. The motion carried (5-2), Councilors Swanson and Wilkinson opposed.

**WHEREAS**, A resolution of the Council adopted on March 5, 2020, authorized advertising the project for bid.

**WHEREAS**, The City of Cloquet advertised and received the following bids for the Alternate C:

No.	Bidder	Alternate C
1	Northland Constructors of Duluth Inc.	\$ 90,432.00
2	TNT Aggregates LLC	\$ 98,054.50
	Engineer's Estimate	\$ 80,175.00

**AND WHEREAS**, The City Council does not have sufficient support to authorize the construction of the Sidewalk along Prospect Avenue from 14<sup>th</sup> Street to 22<sup>nd</sup> Street.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA**, That the City Council rejects the bid for Alternate C – Prospect Avenue Area Bid.

**DUMP TRUCK PURCHASES**

**MOTION:** Councilor Lamb moved and Councilor Wilkinson seconded the motion to approve the purchase of a single axle dump truck chassis from Mid-State Truck Service of Duluth in the amount of \$87,991.52 including trade. The motion carried unanimously (7-0).

**CLOQUET PUBLIC LIBRARY GIFT AGREEMENT FOR NAMING RIGHTS**

**MOTION:** Councilor Kolodge moved and Councilor Lamb seconded the motion to approve the Cloquet Public Library Gift Agreement for Naming Rights solicited by Shaw Memorial Public Library Foundation, Inc., with Northwoods Credit Union for an initial gift of \$80,000, with \$40,000 payable upon execution of the agreement and the balance of \$40,000 in four annual installments. The motion carried unanimously (7-0).

**SETTING A PUBLIC HEARING DATE ON THE ISSUANCE OF REVENUE OBLIGATIONS BY THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY TO FINANCE A PROJECT BY ESSENTIA HEALTH**

**MOTION:** Councilor Langley moved and Councilor Carlson seconded the motion to approve **RESOLUTION NO. 20-20, SETTING A PUBLIC HEARING DATE ON THE ISSUANCE OF REVENUE OBLIGATIONS BY THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY TO FINANCE A PROJECT BY ESSENTIA HEALTH**, with a proposed date of May 5, 2020 at 7:00 p.m. The motion carried unanimously (7-0).

**BE IT RESOLVED**, by the City Council of the City of Cloquet, Carlton County, Minnesota (the "City"), as follows:

Section 1. Recitals. The City makes the following recitals of fact:

1.01 Representatives of Essentia Health (the "Borrower") have represented to the City that the Borrower is a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, engaged in providing health care related services.

1.02 Representatives of the Borrower have advised the City that:

(a) it desires to finance constructing and equipping an approximately 7,800-square foot, one-story outpatient clinic building to be located at 1413 Hwy. 33 S. in the City to be owned and operated by the Borrower or one of its affiliates (the "Cloquet Project") in an amount not exceeding \$4,400,000 (the "Cloquet Financing");

(b) the Cloquet Financing will be included in an issue of revenue obligations proposed to be issued by the Duluth Economic Development Authority, St. Louis County, Minnesota (the "Issuer"), which will also finance health care projects located in jurisdictions of the Issuer and the Cities of Park Rapids and Pine River, Minnesota, described as: financing or reimbursing all or a portion of the costs of constructing, renovating, remodeling, expanding, rehabilitating, acquiring and equipping certain health facilities owned by the Borrower and one or more of its affiliates, including (i) constructing and equipping an approximately 17,200-square foot, one-story outpatient clinic building to be located at 280 Barclay Ave. W., Pine River, MN (not to exceed \$6,500,000), (ii) renovating and equipping approximately 88,000-square feet of space within the Miller Hill Mall, 1600 Miller Trunk Hwy., Building C, Duluth, MN, to house a fitness and therapy center (not to exceed \$25,000,000), (iii) remodeling an existing approximately 102,000 square-foot structure located at 1600 Miller Trunk Hwy., Duluth, MN, at which ambulatory surgical services, outpatient clinical services and/or support services will be provided (not to exceed \$50,000,000), (iv) constructing and equipping an approximately 24,000-square foot, one-story outpatient clinic building to be located at 1103 First St. E., Park Rapids, MN (not to exceed \$8,000,000) and (v) routine capital expenditures located and to be located within the Borrower's Medical Campus (as defined below) (not to exceed \$10,000,000) (together with the Cloquet Project, the "Projects");

(c) costs of issuing the proposed revenue obligations, together with a portion of the interest payable on the proposed revenue obligations during the construction, acquisition and initial occupancy of the Projects, will also be financed, if deemed necessary or desirable by the Borrower;

(d) for purposes of the description of the Projects, "Medical Campus" refers to the area described as follows in Duluth, Minnesota: starting at the west side of Third Avenue East from its intersection with the south side of the alley above Superior Street, north to the north side of Fourth Street; then east to the intersection of the west side of Fourth Avenue East, then north to the north side of the alley above Fourth Street; then east to the east side of Fifth Avenue East; then south to the intersection of east side of Fifth Avenue East and the north side of the alley above Third Street; then east along the north side of the alley to the east side of Sixth Avenue East, then south to the north side of Second Street; then east approximately ½ block; then south to the north side of First Street; then east approximately ½ block to the east side of Seventh Avenue East, then south along the east side of Seventh Avenue East to Superior Street; then west along Superior Street to the east side of Fourth Avenue East; then north along the east side of Fourth Avenue East to the south side of the alley above Superior Street; then west to the west side of Third Avenue East as its intersection with the alley above Superior Street; and

(e) the total amount to be issued by the Issuer for the Projects is not expected to exceed \$70,000,000 (the "Obligations").

1.03 Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel ("Bond Counsel") has advised the City as follows:

(a) The legal authority for the issuance of the Obligations is Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act").

(b) The Act authorizes the City to issue revenue obligations to finance indebtedness incurred by an organization engaged in providing health care related activities and social services.

(c) In order for interest on the Obligations to be exempt from federal income taxation, the tax-exempt bond rules of the Internal Revenue Code of 1986, as amended, require that each jurisdiction in which a portion of the Projects is located must hold a public hearing on its portion of the Projects and approve the issuance of the Obligations.

(d) In order for the Obligations to be legally issued by the Issuer, Minnesota State law (Minnesota Statutes, Section 471.656) requires that the City consent to the issuance of the Obligations by the Issuer.

## Section 2. Public Hearing.

2.01 The City agrees to hold a public hearing on the issuance of the Obligations by telephone or other electronic means. In accordance with Minnesota Statutes, Section 13D.021, the Minnesota Open Meeting Law, the Mayor has determined that public attendance at the hearing is either not prudent or not feasible due to the COVID-19 Virus Health Pandemic. As a result, the public hearing will be held by telephone.

2.02 The Administrator, or Bond Counsel at the direction of the Administrator, is authorized and directed to publish the notice substantially in the form attached hereto as Exhibit A (the "Notice") in the *Pine Knot News*, the official newspaper of the City and a newspaper of general circulation in the City, not less than seven days nor more than 30 days prior to the date set for the public hearing. In the event the hearing cannot be held at the date and time specified in the Notice, the Administrator, in consultation with Bond Counsel is authorized to select such other date and time for the public hearing which is convenient for the City Council and in accordance with its regular meeting schedule.

Section 3. City Costs. The Borrower has agreed that it will pay the administrative fees of the City and pay, or, upon demand, reimburse the City for payment of any and all costs incurred by the City in connection with the issuance of the Obligations, whether or not the Projects are carried to completion or the Obligations are issued.

#### **ICE ARENA PROFESSIONAL SERVICES CONTRACT**

**MOTION:** Councilor Carlson moved and Councilor Wilkinson seconded the motion to award a professional services and construction management contract in the amount of \$216,000 to McKinstry Essention, LLC for 2020 ice arena repairs. The motion carried (6-1), Councilor Langley opposed.

#### **CAR SHOW ROAD CLOSURE**

**MOTION:** Councilor Kolodge moved and Councilor Carlson approved the request for road closures for Memorial Day, 4<sup>th</sup> of July and Labor Day Car Shows sponsored by the Northeastern. The motion carried unanimously (7-0).

#### **COVID-19 PARK CLOSURE UPDATE**

City Administrator Peterson updated Councilors on the recent discussions with Public Works Director Peterson and Interim Chief Randall regarding reopening some of the city's outdoor facilities. Basketball courts, tennis courts and pickle ball courts will reopen with the continued urging of social distancing. Other park structures such as playgrounds and the skate park will remain closed due to the challenge of disinfecting and the inability to maintain social distancing. If issues arise, these facilities will close again. Council agreed to publish a press release opening the various facilities.

#### **COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES**

Councilors discussed the status of the Police Chief search and inquired on the interview process. Councilors agreed interviews should be held virtually and the entire council will take part. Councilors also agreed on a second committee made up of community stakeholders. Potential interview dates are May 11<sup>th</sup> or 18<sup>th</sup>.

Councilor Lamb reminded citizens to lock their vehicles due to recent car prowls.

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

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Tim Peterson, City Administrator



**ADMINISTRATIVE OFFICES**

101 14th Street Cloquet, MN 55720-1903  
Phone: 218.879.3347 Fax: 218.879.6555  
www.cloquetmn.gov

**REQUEST FOR COUNCIL ACTION**

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To: Mayor and City Council *MK*  
From: Mary Kay Hohensee-Mayer, Assistant Finance Director  
Reviewed/Approved by: Tim Peterson, City Administrator  
Date: May 5, 2020

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**ITEM DESCRIPTION:** Payment of Bills and Payroll

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**Proposed Action**

Staff recommends the Council move to adopt **RESOLUTION NO. 20-26, A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND PAYROLL.**

**Background/Overview**

Statutory Cities are required to have most claims authorized by the city council.

**Policy Objectives**

MN State Statute sections 412.271, Claims and disbursements for Statutory Cities.

**Financial/Budget/Grant Considerations**

See resolution for amounts charged to each individual fund.

**Advisory Committee/Commission Action**

Not applicable.

**Supporting Documents Attached**

- Resolution Authorizing the Payment of Bills and Payroll
- Vendor Summary Report
- Department Summary Report

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

**RESOLUTION NO. 20-26**

**A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND PAYROLL**

**WHEREAS**, The City has various bills and payroll each month that require payment.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA**, That the bills and payroll be paid and charged to the following funds:

101	General Fund	\$	387,231.97
231	Public Works Reserve		9,345.85
403	Revolving Capital Projects		242,400.07
405	City Sales Tax Projects		8,924.30
600	Water - Lake Superior Waterline		47,402.32
601	Water - In Town		28,382.65
602	Sewer Fund		113,460.28
605	Stormwater Fund		16.17
614	CAT-7		102.11
	<b>TOTAL:</b>	<b>\$</b>	<b><u>837,265.72</u></b>

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET  
THIS 5TH DAY OF MAY, 2020.**

ATTEST:

\_\_\_\_\_  
Roger Maki, Mayor

\_\_\_\_\_  
Tim Peterson, City Administrator



DATE: 04/30/2020  
TIME: 10:51:27  
ID: AP442000.WOW

CITY OF CLOQUET  
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/05/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
112050	ADVANCED SERVICES INC	1,984.00	496.00
113650	AMAZON.COM CREDIT	2,092.26	173.79
121350	ASPEN MILLS	1,369.34	1,055.73
123400	BAKER & TAYLOR	5,406.10	355.58
125700	BEST OIL COMPANY	56,042.04	3,736.29
126850	BLAINE BROTHERS, INC	43.52	73.90
127400	OSCAR J BOLDT CONSTRUCTION	747,137.17	234,405.07
137310	CENTURY LINK	3,516.20	235.84
137340	CHAMBERLAIN OIL CO., INC.	5,465.30	164.40
139025	CINTAS	1,075.66	131.98
139800	CLOQUET AREA CHAMBER OF COMMER	34,085.43	2,121.35
141100	CLOQUET FORD-CHRYSLER CENTER	1,806.57	83.18
142100	CLOQUET MAIL STATION	308.05	18.20
142800	CLOQUET SANITARY SERVICE	4,449.08	100.74
142950	CLOQUET SHAW MEMORIAL	34.35	24.55
145300	COMMUNITY PRINTING	3,380.20	240.00
150100	D A L C O	3,318.57	896.82
162640	ENVENTIS TELECOM INC	194.77	51.08
163575	EVERBRIDGE INC	0.00	2,251.01
166525	FIRE SAFETY USA, INC	9,416.50	189.99
170975	FRIENDS OF THE CLOQUET LIBRARY	293.16	81.21
171100	FRYBERGER, BUCHANAN, SMITH &	40,229.60	2,249.20
171800	GALE/CENGAGE LEARNING	282.03	100.51
174300	GLORY SHINE JANITORIAL CLEAN	2,100.00	75.00
178500	GUARDIAN PEST SOLUTIONS INC	189.00	47.25
179300	HACH COMPANY	425.15	429.05
179340	HAGENS GLASS & PAINT	2,714.61	2.75
180500	HAWKINS INC	27,823.38	2,348.38
184485	HUNT ELECTRIC	259.97	6,984.97
187500	INGRAM LIBRARY SERVICES	643.94	191.52
189500	INTOXIMETERS, INC.	0.00	105.00
200100	LAKEHEAD TRUCKING, INC.	0.00	819.75
202725	LEICA GEOSYSTEMS INC	0.00	6,385.21
204250	LIFTPRO	366.60	154.00
211400	MENARDS INC	1,113.67	362.07
211700	METRO SALES, INC.	3,488.35	556.98
212700	MID-STATE TRUCK SERVICE INC	911.42	922.05
219067	MN DEPT OF ADMINISTRATION	6,557.64	1,491.72
229500	NAPA AUTO PARTS	3,691.75	350.42
242850	PARSONS ELECTRIC LLC	6,013.74	2,487.39
252000	RANGE CREDIT BUREAU INC	0.00	25.13
253100	REINDERS INC	0.00	4,427.00
269300	STREICHER'S	5,600.69	188.00
270200	SUPERIOR COMPUTER PRODUCTS INC	56,825.59	1,689.00

DATE: 04/30/2020  
TIME: 10:51:27  
ID: AP442000.WOW

CITY OF CLOQUET  
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/05/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
271325	NANCY GETCHELL	1,433.36	146.90
276470	TRAIL LOGIC, LLC	0.00	8,924.30
278600	TWIN PORT MAILING	19,357.78	183.95
279100	U S BANK EQUIPMENT FINANCE	2,733.05	548.45
284875	VERIZON WIRELESS	8,867.11	1,206.48
285275	VIKING AUTOMATIC SPRINKLER CO	0.00	505.00
286900	W L S S D	324,859.60	82,715.00
287800	WAL-MART COMMUNITY	433.97	543.20
287900	WAL-MART COMMUNITY	777.30	303.98
288150	WASTE MANAGEMENT NORTHERN MN	121.46	63.23
289015	WELLS FARGO CREDIT CARD	22,233.41	4,778.23
293000	ZARNOTH BRUSH WORKS, INC.	268.00	1,412.00
R0001307	JASON JUNTUNEN	0.00	75.00
R0001765	WHERLEY MOVING SYSTEMS INC	0.00	1,100.00
R0001801	KOLAR CHEVROLET	0.00	296.19
R0001812	MINOKAW VAR SERVICES	435.00	450.00
R0001903	KAY PARK RECREATION	601.00	1,742.00
R0001913	AFRICAN AMERICAN PUBLISHING	0.00	381.00
R0001914	CREATIVEDGE DESIGNS, LLC	0.00	115.00

TOTAL ALL VENDORS: 384,768.97

City of Cloquet  
Vendor Summary Report Reconciliation  
Invoices Due On/Before 5/5/2020

Bills	384,768.97
Less: CAFD	(1,270.34)
Less: Library	(3,298.73)
	<hr/>
Bills approved	380,199.90
Other:	
Payroll	457,065.82
Payroll - benefits	<u>0.00</u>
Total Bills and Payroll Approved	<u><u>837,265.72</u></u>

DATE: 04/30/20  
 TIME: 10:52:08  
 ID: AP443000.WOW

CITY OF CLOQUET  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/05/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
41	GENERAL GOVERNMENT		
139025	CINTAS	1,075.66	19.88
150100	D A L C O	3,318.57	464.36
171100	FRYBERGER, BUCHANAN, SMITH &	40,229.60	2,249.20
211700	METRO SALES, INC.	3,488.35	109.28
242850	PARSONS ELECTRIC LLC	6,013.74	1,638.57
278600	TWIN PORT MAILING	19,357.78	71.54
279100	U S BANK EQUIPMENT FINANCE	2,733.05	157.02
285275	VIKING AUTOMATIC SPRINKLER CO		505.00
287800	WAL-MART COMMUNITY	433.97	0.54
289015	WELLS FARGO CREDIT CARD	22,233.41	2,091.74
	GENERAL GOVERNMENT		7,307.13
42	PUBLIC SAFETY		
121350	ASPEN MILLS	1,369.34	1,055.73
125700	BEST OIL COMPANY	56,042.04	1,307.70
139025	CINTAS	1,075.66	25.96
141100	CLOQUET FORD-CHRYSLER CENTER	1,806.57	83.18
145300	COMMUNITY PRINTING	3,380.20	240.00
150100	D A L C O	3,318.57	275.24
163575	EVERBRIDGE INC		2,251.01
189500	INTOXIMETERS, INC.		105.00
252000	RANGE CREDIT BUREAU INC		25.13
269300	STREICHER'S	5,600.69	188.00
271325	NANCY GETCHELL	1,433.36	146.90
278600	TWIN PORT MAILING	19,357.78	20.44
279100	U S BANK EQUIPMENT FINANCE	2,733.05	209.36
284875	VERIZON WIRELESS	8,867.11	698.16
287900	WAL-MART COMMUNITY	777.30	303.98
289015	WELLS FARGO CREDIT CARD	22,233.41	318.54
	PUBLIC SAFETY		7,254.33
43	PUBLIC WORKS		
125700	BEST OIL COMPANY	56,042.04	410.99
126850	BLAINE BROTHERS, INC	43.52	73.90
137340	CHAMBERLAIN OIL CO., INC.	5,465.30	164.40
150100	D A L C O	3,318.57	67.52
212700	MID-STATE TRUCK SERVICE INC	911.42	922.05
229500	NAPA AUTO PARTS	3,691.75	201.29

DATE: 04/30/20  
TIME: 10:52:08  
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CITY OF CLOQUET  
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/05/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
43	PUBLIC WORKS		
278600	TWIN PORT MAILING	19,357.78	20.44
279100	U S BANK EQUIPMENT FINANCE	2,733.05	43.25
284875	VERIZON WIRELESS	8,867.11	188.23
289015	WELLS FARGO CREDIT CARD	22,233.41	250.01
293000	ZARNOTH BRUSH WORKS, INC.	268.00	1,046.00
R0001914	CREATIVEDGE DESIGNS, LLC		115.00
	PUBLIC WORKS		3,503.08
45	CULTURE AND RECREATION		
112050	ADVANCED SERVICES INC	1,984.00	496.00
125700	BEST OIL COMPANY	56,042.04	336.27
137310	CENTURY LINK	3,516.20	173.49
150100	D A L C O	3,318.57	89.70
166525	FIRE SAFETY USA, INC	9,416.50	189.99
178500	GUARDIAN PEST SOLUTIONS INC	189.00	47.25
200100	LAKEHEAD TRUCKING, INC.		819.75
204250	LIFTPRO	366.60	154.00
211400	MENARDS INC	1,113.67	352.11
229500	NAPA AUTO PARTS	3,691.75	106.43
289015	WELLS FARGO CREDIT CARD	22,233.41	205.99
293000	ZARNOTH BRUSH WORKS, INC.	268.00	366.00
R0001801	KOLAR CHEVROLET		296.19
R0001903	KAY PARK RECREATION	601.00	1,742.00
	CULTURE AND RECREATION		5,375.17
46	COMMUNITY DEVELOPMENT		
139800	CLOQUET AREA CHAMBER OF COMMER	34,085.43	2,121.35
278600	TWIN PORT MAILING	19,357.78	10.22
279100	U S BANK EQUIPMENT FINANCE	2,733.05	52.33
R0001307	JASON JUNTUNEN		75.00
R0001812	MINOKAW VAR SERVICES	435.00	450.00
	COMMUNITY DEVELOPMENT		2,708.90
LIBRARY FUND			
00			

DATE: 04/30/20  
TIME: 10:52:08  
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CITY OF CLOQUET  
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 05/05/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
LIBRARY FUND			
00			
142950	CLOQUET SHAW MEMORIAL	34.35	24.55
170975	FRIENDS OF THE CLOQUET LIBRARY	293.16	81.21
			105.76
45	CULTURE AND RECREATION		
113650	AMAZON.COM CREDIT	2,092.26	173.79
123400	BAKER & TAYLOR	5,406.10	355.58
139025	CINTAS	1,075.66	40.84
142800	CLOQUET SANITARY SERVICE	4,449.08	100.74
171800	GALE/CENGAGE LEARNING	282.03	100.51
174300	GLORY SHINE JANITORIAL CLEAN	2,100.00	75.00
179340	HAGENS GLASS & PAINT	2,714.61	2.75
184485	HUNT ELECTRIC	259.97	89.97
187500	INGRAM LIBRARY SERVICES	643.94	191.52
211700	METRO SALES, INC.	3,488.35	338.42
242850	PARSONS ELECTRIC LLC	6,013.74	848.82
270200	SUPERIOR COMPUTER PRODUCTS INC	56,825.59	389.00
284875	VERIZON WIRELESS	8,867.11	105.03
R0001913	AFRICAN AMERICAN PUBLISHING		381.00
	CULTURE AND RECREATION		3,192.97
PUBLIC WORKS RESERVE			
41	GENERAL GOVERNMENT		
270200	SUPERIOR COMPUTER PRODUCTS INC	56,825.59	1,300.00
	GENERAL GOVERNMENT		1,300.00
42	PUBLIC SAFETY		
219067	MN DEPT OF ADMINISTRATION	6,557.64	1,491.72
289015	WELLS FARGO CREDIT CARD	22,233.41	168.92
	PUBLIC SAFETY		1,660.64
43	PUBLIC WORKS		

DATE: 04/30/20  
TIME: 10:52:08  
ID: AP443000.WOW

CITY OF CLOQUET  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 05/05/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
PUBLIC WORKS RESERVE			
43	PUBLIC WORKS		
202725	LEICA GEOSYSTEMS INC		6,385.21
	PUBLIC WORKS		6,385.21
CAPITAL PROJECTS - REVOLVING			
00			
127400	OSCAR J BOLDT CONSTRUCTION	747,137.17	-12,337.08
			-12,337.08
81	SPECIAL PROJECTS		
127400	OSCAR J BOLDT CONSTRUCTION	747,137.17	246,742.15
184485	HUNT ELECTRIC	259.97	6,895.00
R0001765	WHERLEY MOVING SYSTEMS INC		1,100.00
	SPECIAL PROJECTS		254,737.15
CITY SALES TAX CAPITAL			
00			
276470	TRAIL LOGIC, LLC		-469.70
			-469.70
81	SPECIAL PROJECTS		
276470	TRAIL LOGIC, LLC		9,394.00
	SPECIAL PROJECTS		9,394.00
WATER - LAKE SUPERIOR WATERLIN			
51 STATION 2			
137310	CENTURY LINK	3,516.20	62.35
139025	CINTAS	1,075.66	45.30
211400	MENARDS INC	1,113.67	9.96
229500	NAPA AUTO PARTS	3,691.75	25.32

DATE: 04/30/20  
 TIME: 10:52:08  
 ID: AP443000.WOW

CITY OF CLOQUET  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/05/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER - LAKE SUPERIOR WATERLIN			
51	STATION 2		
287800	WAL-MART COMMUNITY	433.97	472.84
288150	WASTE MANAGEMENT NORTHERN MN	121.46	63.23
289015	WELLS FARGO CREDIT CARD	22,233.41	1,198.77
	STATION 2		1,877.77
52	LAKE SUPERIOR WATERLINE		
125700	BEST OIL COMPANY	56,042.04	149.45
284875	VERIZON WIRELESS	8,867.11	70.02
	LAKE SUPERIOR WATERLINE		219.47
WATER - IN TOWN SYSTEM			
49	CLOQUET		
125700	BEST OIL COMPANY	56,042.04	186.81
142100	CLOQUET MAIL STATION	308.05	18.20
179300	HACH COMPANY	425.15	429.05
180500	HAWKINS INC	27,823.38	2,348.38
229500	NAPA AUTO PARTS	3,691.75	17.38
284875	VERIZON WIRELESS	8,867.11	70.02
287800	WAL-MART COMMUNITY	433.97	69.82
289015	WELLS FARGO CREDIT CARD	22,233.41	232.06
	CLOQUET		3,371.72
54	BILLING & COLLECTION		
211700	METRO SALES, INC.	3,488.35	109.28
278600	TWIN PORT MAILING	19,357.78	20.44
	BILLING & COLLECTION		129.72
57	ADMINISTRATION & GENERAL		
278600	TWIN PORT MAILING	19,357.78	20.44
279100	U S BANK EQUIPMENT FINANCE	2,733.05	43.25
289015	WELLS FARGO CREDIT CARD	22,233.41	122.50
	ADMINISTRATION & GENERAL		186.19



DATE: 04/30/20  
 TIME: 10:52:08  
 ID: AP443000.WOW

CITY OF CLOQUET  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 05/05/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ENTERPRISE FUND - SEWER			
00			
286900	W L S S D	324,859.60	-28.00
			-28.00
55	SANITARY SEWER		
125700	BEST OIL COMPANY	56,042.04	74.73
284875	VERIZON WIRELESS	8,867.11	75.02
286900	W L S S D	324,859.60	82,743.00
	SANITARY SEWER		82,892.75
56	LIFT STATIONS		
253100	REINDERS INC		4,427.00
	LIFT STATIONS		4,427.00
57	ADMINISTRATION & GENERAL		
278600	TWIN PORT MAILING	19,357.78	20.43
279100	U S BANK EQUIPMENT FINANCE	2,733.05	43.24
289015	WELLS FARGO CREDIT CARD	22,233.41	122.50
	ADMINISTRATION & GENERAL		186.17
STORM WATER UTILITY			
57	ADMINISTRATION & GENERAL		
289015	WELLS FARGO CREDIT CARD	22,233.41	16.17
	ADMINISTRATION & GENERAL		16.17
CABLE TELEVISION			
45	CULTURE AND RECREATION		
162640	ENVENTIS TELECOM INC	194.77	51.08
289015	WELLS FARGO CREDIT CARD	22,233.41	51.03
	CULTURE AND RECREATION		102.11

DATE: 04/30/20  
TIME: 10:52:08  
ID: AP443000.WOW

CITY OF CLOQUET  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/05/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
CLOQUET AREA FIRE DISTRICT 42	PUBLIC SAFETY		
125700	BEST OIL COMPANY	56,042.04	1,270.34
	PUBLIC SAFETY		1,270.34
	TOTAL ALL DEPARTMENTS		384,768.97



**ADMINISTRATIVE OFFICES**

101 14th Street Cloquet, MN 55720-1903  
Phone: 218.879.3347 Fax: 218.879.6555  
www.cloquetmn.gov

**REQUEST FOR COUNCIL ACTION**

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To: Mayor and City Council  
From: Tim Peterson, City Administrator *TCP*  
Date: May 5, 2020

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**ITEM DESCRIPTION:** Transient Merchant License for Carlton County Farmers Market

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**Proposed Action**

Staff recommends that the City Council move to approve the Peddlers, Solicitors & Transient Merchants License for the Carlton County Farmers Market to hold their annual Farmers Market on the private parking lot owned by G & R Development, 904 Highway 33 South from June 6 through October 17, 2020.

**Background/Overview**

The City has received the annual application from the Carlton County Farmers Market for a Peddlers, Solicitors & Transient Merchants License seeking approval to hold a Farmers Market on Saturdays, beginning June 6<sup>th</sup> and going through October 17<sup>th</sup>. The market will once again be in the parking lot adjacent to Premiere Theaters. The applicant has also included their COVID-19 Response Plan, COVID-19 specific market layout plan and customer signage.

The application meets all requirements of the City Code.

**Policy Objectives**

Section 6.6.02, Subd. 7, 6.6.04, Subd. 2(A) and 6.6.08, Subd. 2 apply to farmers markets and require an annual license for such purposes.

**Financial/Budget/Grant Considerations**

Section 6.6.04, Subd. 1, exempts a Farmers Market from the annual license fee. There is no direct cost to the City.

**Advisory Committee/Commission Action**

None.

**Supporting Documentation Attached**

- Application



**CITY ADMINISTRATOR'S OFFICE**  
 101 14<sup>th</sup> Street, Cloquet MN 55720  
 Phone: 218-879-3347 Fax: 218-879-6555  
 www.cloquetmn.gov  
 email: [kstarnold@cloquetmn.gov](mailto:kstarnold@cloquetmn.gov)

## Application for License Regulating Peddlers, Solicitors, & Transient Merchants

*This application, all required documentation and fees must be submitted by any person desiring to obtain a Peddlers, Solicitors & Transient Merchant license within the City of Cloquet, MN.*

### APPLICANT'S FULL LEGAL NAME:

Name: Michael Steven Little  
 First Full Middle Name Last

Residence Address: Esko MN 55733

City, State, Zip: \_\_\_\_\_

Home Phone Work Phone Cell Phone

E-Mail Address \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: Minneapolis MN

Social Security #: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State: MN

Eye Color: Blue Hair Color: Blonde Height: 5'7" Weight: 165

### BUSINESS/ORGANIZATION INFORMATION:

Business or Organization Name: Carlton County Farmers Market Association

Address: 160 Olson Rd Esko MN 55733

Mailing Address (if different from above): \_\_\_\_\_

Phone: 218 879 4142 Alternate Number: 218 879 8294

### LOCATION OF PROPOSED SALES:

Business/Organization Name: G&R Development

Address: 904 Hwy 33 S. Cloquet MN 55720

Local Phone Number: 218 879 7985 Permanent Phone Number: Same

Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the city, including the location where a transient merchant intends to set up business:

Address: See above Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**THE LENGTH OF TIME FOR SALES OR SOLICITING AND HOURS DURING WHICH BUSINESS WILL BE CONDUCTED:**  
 (Not to exceed 30 days)

Beginning Date: June 6, 2020 Ending Date: October 17, 2020

Hours during which business will be conducted: 8 a.m. - 1 p.m.  
 (City Code states hours of business are to be conducted between 8:00 a.m. and 8:00 p.m.)

**Brief description** of the nature of the business or solicitation and the goods to be sold or given away:

Vendor sales of produce, Cottage Foods including baked goods, jams and jellies, pickles, honey, maple syrup, candies, bedding and vegetable transplants, eggs, body care products, frozen USDA-processed meats, craft items.

Do you have **written consent** of the landowner upon whose premises this activity is to be conducted?  Yes  No (If yes, please attach written consent.)

Do you use a Sales Contract?  Yes  No (If yes, please attach a copy.)

**Name and Address of the Source of Supply** of the goods or property proposed to be sold, or orders taken for the sale thereof; location of such goods or products at the time of this application; and proposed method of delivery:

Vendors produce all the items they sell and transport them to the market. All items are produced within 50 miles of the market.

List the names of the last three (3) cities where you have registered and conducted business for your activities:

City and Address	State
Cloquet municipal lot @ 11th St, Cloquet	MN
Four Seasons Sport Complex, Carlton	MN
Grandma Polo's Bottle Shop, Scanlon	MN

Describe all vehicles that you will be using in your activities:

Make: <u>N/A</u>	Year:
Model:	License #:
Color:	State:

Make:	Year:
Model:	License #:
Color:	State:

Make:	Year:
Model:	License #:
Color:	State:

Make:	Year:
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## Carlton County Farmers Market COVID-19 Plan for 2020 Market Season

Dear Vendors,

We hope you, your families and friends are staying well during the COVID-19 pandemic. While many stores are closed and events have been canceled, farmers markets in Minnesota are permitted to remain open. Here is the statement from the Minnesota Farmers Market Association:

“The recent partial closure of MN bars/restaurants does not include Minnesota Farmers' Markets. Communication from Minnesota Commissioner of Agriculture, Thom Petersen, has confirmed from Governor attorneys that farmers' markets are exempt from this executive order, provided they do not offer onsite consumption.

While farmers' markets are encouraged to stay open, alternate delivery modes, such as drive through markets, are encouraged. All possible protections should be taken. Food sampling is banned and should be immediately suspended.

Plans to follow social distancing of 6 feet need to be in place. Hand-washing stations need to be available and utilized abundantly.”

The Carlton County Farmers Market Board has agreed on the following guidelines to help us conduct a safe and healthy market this season. These procedures are based on information from the State of Minnesota, including the Departments of Health and Agriculture, the Minnesota Farmers Market Association, the CDC and the National Farmers Market Coalition. Procedures may change as the pandemic changes. We will strive to provide the most up-to-date, safe and practical information we can. ***Here's our plan:***

### **Two-tier approach at the market:**

1. Pre-orders for pick up at the market. We encourage you to provide pre-orders for customers to pick up at the market. You can do this through your web site, Facebook page, email list, phone calls, or any other way that suits your business. We will also turn the home page of the CCFM website into a page that connects customers with individual vendors. Gail will contact each of you individually to find out how (or if) you would like to be listed. We will also promote this program via Facebook and emails to customers.
2. Walk-through market with social distancing and other careful precautions.

### **Market-wide practices:**

- a. The Cloquet market will be open Saturdays 9 a.m. to 12 noon starting June 6. The Carlton market will open Tuesday, June 16<sup>th</sup>, from 4 p.m. to 6 p.m. No early-bird sales are permitted until a vendor is set up safely and completely (see below)
- b. CCFM Market Managers will provide three wash stations at the Cloquet market and one at Carlton. In Cloquet, two of the wash stations will be for the use of vendors only (one on each side), and the other will be for customer use. Managers will periodically re-stock and sanitize stations.

- c. CCFM Market Managers will create and post informational signage about social distancing, safe transactions, etc. They will also respond to any concerns from vendors or customers about the CCFM COVID-19 response plan.
- d. These programs and events are canceled for the foreseeable future: Market Mouse, Drawings, SNAP/EBT, Food Sampling, Events (Harvest Fest, National Farmers Market Week).

**Vendor Practices:**

**SOCIAL DISTANCING**

- a. Vendors should set up to provide adequate spacing between their booths: ideally 1 full space but at least ½ space.



- b. **An extra table must be set up in front of vendor table.** This will be used to maintain a 6-foot distance between the customer and vendor. The table should be used for money and product transfer. The “transfer” table should not have a tablecloth and should be washed/sanitized frequently.

- c. Vendors should also maintain a 6-foot distance on the sides of their displays and/or tents.

- d. Maintain a 6-foot distance between customers in line. The Market Managers will help you!
- e. Customers are not allowed to touch products.

**OTHER PRACTICES:**

- a. Vendors are encouraged to display their products so they are easily seen and/or put up a display poster with the names/prices of their goods.
- b. Fees will remain the same as 2019: \$40 for one market, \$50 for both, \$10 one-day permit, \$2 set-up fee after the first day.
- c. Microgreens, lettuce, baby kale and spinach mixes must be pre-packaged. It is recommended to pre-package herbs.
- d. Vendors are encouraged to pre-package products in variety packs for customers to buy: \$10-\$20 produce packs, variety packs, etc.
- e. Since we are not providing SNAP/EBT this year, the Market would like to provide a limited number of free “produce packs” to customers. These may contain 4-6 types of vegetables for SNAP/EBT or WIC recipients. Please consider how you might be able to provide a produce or another type of pack. These will not be advertised but will be available from the Market Manager’s stall. If you know of a family in need, please let the Market Managers know.

## HYGIENE

- f. Frequent handwashing and/or gloves are **required** by the MFMA. MFMA *recommends* using hand sanitizer/washing after every transaction. Gloves can be used with soap and/or hand sanitizer. Remember, “You can’t sanitize a dirty surface.” Wash first, then sanitize.
- g. Each Vendor must bring and use **either** a wash station with soap and water or hand sanitizer in their booth. The market-provided wash station is for the use of vendors who bring only hand sanitizer.
- h. It is recommended to have two people staff a booth, one to handle products, the other to handle money.
- i. Vendors are encouraged to use touchless pay options and other means to minimize contact with currency/cards. Or, try to round prices to the nearest dollar to avoid the use of coins. The specific risk of becoming infected with the novel coronavirus from “fomites” (virus particles on surfaces) isn’t known. However, current information is that nc virus particles can be detected on plastic and steel for 72 hours and cardboard for 24 hours.
- j. Masks are recommended by the CDC. Carriers of COVID-19 may be asymptomatic for the first couple of days or have only mild symptoms. Vendors who sew are encouraged to make extra masks for other vendors or customers. (These should be packaged individually in plastic bags.)
- k. If you have a fever or cough, do not come to the market!
- l. If you contract COVID, you may return to the market after you meet all three of these criteria: you have not registered a fever for 72 hours, 7 days have passed since your first symptoms, and you do not have a cough or shortness of breath.

## CDC Cleaning and disinfection procedures:

The Carlton County Department of Public Health requires us to add this CDC information about “Cleaning and Disinfection” to the CCFM’s COVID-19 response plan. This is edited to include the most relevant applications for the Farmers’ Market.

## Definitions:

- **Cleaning** refers to the removal of germs, dirt, and impurities from surfaces. It does not kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.
- **Disinfecting** refers to using chemicals, for example, EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface *after* cleaning, it can further lower the risk of spreading infection.

## How to clean and disinfect:

### Hard (Non-porous) Surfaces

Wear disposable gloves when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer’s instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.

If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.



For disinfection, most common EPA-registered household disinfectants should be effective. A list of products that are EPA-approved for use against the virus that causes COVID-19 is available on the CDC website. Follow manufacturer's instructions for all cleaning and disinfection products for (concentration, application method and contact time, etc.).

Additionally, diluted household bleach solutions (at least 1000ppm sodium hypochlorite) can be used if appropriate for the surface. Follow manufacturer's instructions for application, ensuring a contact time of at least 1 minute, and allowing proper ventilation during and after application. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted.

**Prepare a bleach solution by mixing 5 tablespoons (1/3 cup) bleach per gallon of water or 4 teaspoons bleach per quart of water**

#### Electronics

For electronics such as cell phones, tablets, touch screens, remote controls, and keyboards, remove visible contamination if present.

Consider use of wipeable covers for electronics.

If no manufacturer guidance is available, consider the use of alcohol-based wipes or sprays containing at least 70% alcohol to disinfect touch screens. Dry surfaces thoroughly to avoid pooling of liquids.

The COVID-19 pandemic has disrupted all our lives, and we are worried about the health and safety of ourselves and others. As farmers, bakers and preservers, we are also uniquely situated to provide fresh, nourishing food to our neighbors and lighten their cares with our service. Please contact Gail with any concerns, questions, improvements and/or comments about this plan.

With gratitude for all of you,

CCFM Board:

Ken Jorgenson

Mike Little

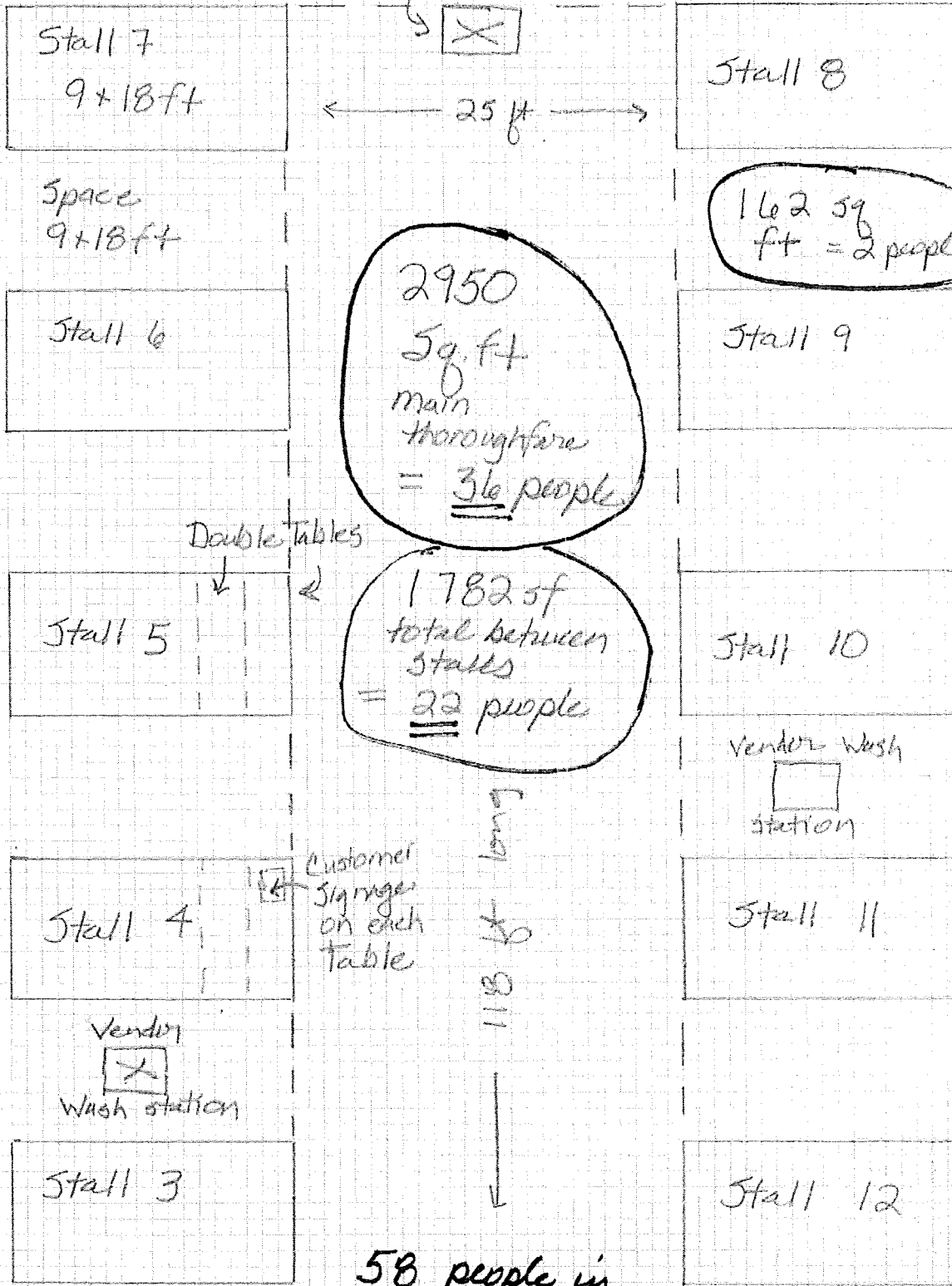
Elizabeth Naglak

Gail Olson (218 879 4142, haycreekhill160@gmail.com)

# 2020 Carlton County Farmers Market Layout

Driving Lane

To scale  
1 box = 1 ft



58 people in transit through market and shopping

Stall 2

Stall 13

Wash station



Customer Storage

Stall 1  
Market Manager

(Not to sell)

Driving Lane

Porta  
John

Novak's  
Produce

CCFM  
Stalls  
14  
15  
16  
→



We care  
about  
YOU

Let's Stay Healthy!

CCFM COVID-19  
Response Plan

# Please:

- Stay home if you are sick.
- Shop solo and shop efficiently.
- We are open 9 a.m. to noon. Please try to avoid the 9 a.m. “rush hour.” Pre-order if you’re concerned about missing out on something.
- Wait until a vendor is completely set up before purchasing items.
- Do not touch products.
- Use “buffer tables” for products and payments.
- Respect 6-foot social distancing.
- Handwashing stations are provided.
- Wearing a mask is encouraged.

Until further notice, we have suspended Market Mouse, SNAP/EBT and Market Bucks, drawings, events and sampling.

Check out our website:

[carltoncountyfarmersmarket.com](http://carltoncountyfarmersmarket.com)

for pre-order/pick up options.

G&R Development LLC  
904 Highway 33 South  
Cloquet MN 55720

May 6, 2019

To City of Cloquet:

G&R Development grants permission for the Carlton County Farmers' Market to use our parking lot for the 2019 season.

I understand that the season will begin in June 1st and end in October 19th.

Sincerely,

Rick Stowell  
General Manager

Office: 879-8045  
Cell: 522-1262



**ADMINISTRATIVE OFFICES**

101 14th Street Cloquet, MN 55720-1903  
Phone: 218.879.3347 Fax: 218.879.6555  
www.cloquetmn.gov

**REQUEST FOR COUNCIL ACTION**

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To: Mayor and City Council  
From: Tim Peterson, City Administrator TCP  
Date: May 5, 2020

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**ITEM DESCRIPTION:** Issuance of Revenue Obligations by the Duluth Economic Development Authority to Finance a Project by Essentia Health

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**Proposed Action**

Staff recommends the City Council move to adopt **RESOLUTION 20-27, APPROVING A PROJECT BY ESSENTIA HEALTH AND CONSENTING TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY** after the public hearing of May 5, 2020 at 7:00 p.m.

**Background/Overview**

Essentia Health desires to finance constructing and equipping an approximately 7,800-square foot outpatient clinic building in the City of Cloquet. Financing the Cloquet project will be included in an issue of revenue obligations proposed to be issued by the Duluth Economic Development Authority, which will also finance health care projects located in Duluth, Park Rapids, and Pine River.

The proposed obligations and the interest will in no event be payable from or charged upon any funds other than the revenue pledged to their payment. The City of Cloquet will not be subject to any liability on the proposed obligations. No holder of the proposed obligations will ever have the right to compel any exercise of the taxing power of the City of Cloquet.

Due to the fact that a portion of the proposed obligation issuance is to fund projects in Cloquet, the Cloquet City Council is required to hold a public hearing on the proposal to approve the issuance by the Duluth Economic Development Authority of revenue obligations.

**Financial Impacts**

Essential Health has agreed that it will pay the administrative fees of the City and pay or reimburse the City for payment of any and all costs incurred by the City in connection with the issuance of the obligations, whether or not the projects are completed.

**Advisory Committee/Commission Action**

N/A

**Supplemental Documentation Attached**

- Resolution No. 20-27

## RESOLUTION NO. 20-27

### RESOLUTION APPROVING A PROJECT BY ESSENTIA HEALTH AND CONSENTING TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY

BE IT RESOLVED, by the City Council of the City of Cloquet, Carlton County, Minnesota, as follows:

Section 1. Definitions. The capitalized terms used in this resolution have the meanings assigned below:

Act: Minnesota Statutes, Sections 469.152 through 469.165, as amended.

Authorized Officers: the Mayor and Clerk of the City.

Bond Counsel: Fryberger, Buchanan, Smith & Frederick, P.A.

Bonds: DEDA's Health Facilities Revenue Bonds, Series 2020D (Essentia Health Obligated Group) to be issued in an amount not to exceed \$70,000,000.

City: the City of Cloquet, Carlton County, Minnesota.

City Portion of the Bonds: the portion of the Bonds issued to finance the City Project.

City Project: the portion of the Projects located in the City, described as: constructing and equipping an approximately 7,800-square foot, one-story outpatient clinic building to be located at 1413 Hwy. 33 S. in the City (not to exceed \$4,400,000).

Code: the Internal Revenue Code of 1986, as amended.

Corporation: Essentia Health.

Council: the City Council as the governing body of the City.

DEDA: the Duluth Economic Development Authority.

Host Municipalities: the Cities of Duluth, Park Rapids and Pine River.

Medical Campus: the area described as follows in Duluth, Minnesota: starting at the west side of Third Avenue East from its intersection with the south side of the alley above Superior Street, north to the north side of Fourth Street; then east to the intersection of the west side of Fourth Avenue East, then north to the north side of the alley above Fourth Street; then east to the east side of Fifth Avenue East; then south to the intersection of east side of Fifth Avenue East and the north side of the alley above Third Street; then east along the north side of the alley to the east side of Sixth Avenue East, then south to the north side of Second Street; then east approximately ½ block; then south to the north side of First Street; then east approximately ½ block to the east side of Seventh Avenue East, then south along the east side of Seventh Avenue East to Superior Street; then west along Superior Street to the east side of Fourth Avenue East; then north along the east side of Fourth Avenue East to the south side of the alley above Superior



Street; then west to the west side of Third Avenue East as its intersection with the alley above Superior Street.

Projects: the City Project and financing or reimbursing all or a portion of the costs of constructing, renovating, remodeling, expanding, rehabilitating, acquiring and equipping certain health facilities owned by the Corporation and one or more of its affiliates, including (i) constructing and equipping an approximately 17,200-square foot, one-story outpatient clinic building to be located at 280 Barclay Ave. W., Pine River, MN (not to exceed \$6,500,000), (ii) renovating and equipping approximately 88,000-square feet of space within the Miller Hill Mall, 1600 Miller Trunk Hwy., Building C, Duluth, MN, to house a fitness and therapy center (not to exceed \$25,000,000), (iii) remodeling an existing approximately 102,000 square-foot structure located at 1600 Miller Trunk Hwy., Duluth, MN, at which ambulatory surgical services, outpatient clinical services and/or support services will be provided (not to exceed \$50,000,000), (iv) constructing and equipping an approximately 24,000-square foot, one-story outpatient clinic building to be located at 1103 First St. E., Park Rapids, MN (not to exceed \$8,000,000) and (v) routine capital expenditures located and to be located within the Corporation's Medical Campus (as defined below) (not to exceed \$10,000,000).

Qualified Services and Activities: health care services and health care related activities.

Section 2. Recitals. The Council makes the following recitals of fact:

a. Representatives of the Corporation have represented to the City that:

i. the Corporation is a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Code;

ii. each affiliate of the Corporation to be benefitted from the proceeds of the Bonds is an organization described in Section 501(c)(3) of the Code, or treated for federal tax purposes as an organization described in Section 501(c)(3) of the Code;

iii. the Corporation and its affiliates are engaged directly or through one or more of its affiliated organizations in providing Qualified Services and Activities;

iv. the Corporation desires to finance the costs of the Projects from the proceeds of the Bonds, including reimbursement of costs of the Projects paid or incurred by the Corporation or its affiliates, or both, prior to the date of issuance of the Bonds; and

v. at the request of the Corporation, the governing body of DEDA has authorized the issuance of the Bonds, which are tax-exempt revenue bonds.

b. Bond Counsel has advised the City that:

i. the Act authorizes the issuance of revenue obligations to finance projects of an organization engaged in providing Qualified Services and Activities; and

ii. in order for the Bonds to be issued on a tax-exempt basis, and in order to comply with Minnesota laws restricting the issuance of obligations by one municipality for a project in another municipality, the City must (i) conduct a public hearing on the proposal

of the Corporation to undertake and finance the City Project and (ii) consent to the issuance of the City Portion of the Bonds by DEDA.

Section 3. Limitations. The Bonds, when, as and if issued, shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City or DEDA, and the Bonds, when, as and if issued, shall recite in substance that the Bonds, including interest thereon, are payable solely from the revenues received from the Corporation and the property pledged to the payment thereof, and shall not constitute a debt of the City or DEDA within the meaning of any constitutional or statutory limitation.

Section 4. Public Hearing.

a. A Notice of Public Hearing was published in the *Pine Knot News*, the City's official newspaper and a newspaper of general circulation, calling a public hearing by telephone on the proposed issuance of the City Portion of the Bonds and the proposal to undertake and finance the City Project.

b. The Council has, on May 5, 2020, held, by telephone, a public hearing on the proposal to undertake and finance the City Project, through the issuance of the City Portion of the Bonds by DEDA, at which all those appearing who desired to speak were heard and written comments were accepted, if submitted.

Section 5. Approvals; Authorizations.

a. The proposal of the Corporation to undertake and finance the City Project is approved. The issuance of the City Portion of the Bonds by DEDA is approved.

b. The Authorized Officers are authorized and directed to execute and deliver such documents or certificates needed from the City for the issuance of the Bonds.

Adopted: May 5, 2020

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

**EXTRACT OF MINUTES OF A REGULAR MEETING OF THE  
CITY COUNCIL OF THE  
CITY OF CLOQUET, MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Cloquet, Minnesota, was duly called and held by telephone on Tuesday, May 5, 2020, at 7:00 p.m.

The following members were present: \_\_\_\_\_

and the following members were absent: \_\_\_\_\_

MOTION: Member \_\_\_\_\_ moved to adopt Resolution No. \_\_\_\_\_, entitled "Resolution Approving a Project by Essentia Health and Consenting to the Issuance of Tax-Exempt Obligations by the Duluth Economic Development Authority"

SECOND: Member \_\_\_\_\_

RESULT: On a roll call vote the motion was carried.

Ayes:  
Nays:  
Not Voting:  
Absent:



## DEPARTMENT OF PUBLIC WORKS

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

### REQUEST FOR COUNCIL ACTION

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To: Mayor and City Council  
From: John Anderson, Assistant City Engineer  
Reviewed by: Tim Peterson, City Administrator *TCP*  
Date: April 21, 2020

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**ITEM DESCRIPTION:** Prospect Avenue Area Project – Construction Testing

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#### **Proposed Action**

Staff recommends the City Council move to adopt **RESOLUTION 20-25, ACCEPTING PROPOSAL FOR CONSTRUCTION TESTING SERVICES, BRAUN INTERTEC INC.**

#### **Background/Overview**

At the April 21, 2020 City Council meeting, Council awarded the construction contract for the Prospect Avenue Area Streets. As this construction progresses, the Engineering Division provides construction services including construction staking, inspection and contract administration. One specialty that requires assistance from a third party is construction material testing. This work is necessary to ensure the final product produced by the contractor meets the requirements of the contract and will give the City and residents the service life expected.

Braun Intertec Inc. provided geotechnical services early in the project development phase, is familiar with the site conditions and provided the design recommendations related to project.

#### **Policy Objectives**

To advance proposed capital improvement projects.

#### **Financial Impacts**

The cost of contracted testing services was anticipated in the budgeting for this project. The proposal provided by Braun in the amount of \$20,940 was less than estimated

#### **Advisory Committee/Commission Action**

N/A

#### **Supplemental Documents Attached**

- Resolution No. 20-25
- Braun Intertec Proposal

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

**RESOLUTION NO. 20-25**

**RESOLUTION ACCEPTING PROPOSAL FOR  
CONSTRUCTION TESTING SERVICES, BRAUN INTERTEC INC.**

**WHEREAS**, A resolution of the Council adopted on April 21, 2020, awarded a construction contract the for the Prospect Avenue Area Project.

**WHEREAS**, The City has solicited a proposal for construction testing services

**AND WHEREAS**, Braun Intertec, Inc. has provided a professional services proposal to provide the construction testing required for the Prospect Avenue Area Project.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA**, Proposal submitted by Braun Intertec, Inc. in the amount of \$20,940 is hereby accepted.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 5<sup>th</sup> DAY OF May 2020.**

\_\_\_\_\_  
Roger Maki, Mayor

ATTEST:

\_\_\_\_\_  
Tim Peterson, City Administrator



Braun Intertec Corporation  
3404 15<sup>th</sup> Avenue East, Suite 9  
Hibbing, MN 55746

Phone: 218.263.8869  
Fax: 218.263.6700  
Web: braunintertec.com

April 16, 2020

Proposal QTB119135

Mr. John Anderson  
City of Cloquet  
1307 Cloquet Avenue  
Cloquet, MN 55720

Re: Proposal for Construction Materials Testing Services  
Prospect Avenue Reconstruction  
Prospect Avenue  
Cloquet, Minnesota

Dear Mr. Anderson:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Prospect Avenue Reconstruction project in Cloquet, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our office is located within 20 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

### **Our Understanding of Project**

We understand this project will include the construction of select granular and aggregate base placement, new concrete curb and gutter, sidewalk, and driveways along with a new bituminous pavement. Improvements to the sanitary, storm, and water main utilities will also be part of this project.

AA/EOE

Braun Intertec performed the geotechnical evaluation for the project. Our familiarity with the soils on the project will be a good asset for the City of Cloquet.

This project is a City of Cloquet project with city funding. This project is using MnDOT's 2019 State Aid for Local Transportation (SALT) Schedule of Materials Control. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project.

### **Available Project Information**

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by the City of Cloquet, dated March 6, 2020.
- Project Addenda numbered 1 and 2 respectively, dated March 20, 2020 and March 26, 2020.
- A geotechnical report prepared by Braun Intertec, dated February 28, 2020.
- Discussions with you, Mr. John Anderson, with the City of Cloquet.

### **Braun Intertec Project Personnel**

For this project, we will provide technicians that are MnDOT certified in each specialized field. We have many MnDOT certified employees. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Bituminous Street
- Grading & Base
- Bituminous Plant I
- Concrete Field I
- MnDOT or ACI Strength Testing

### **Accredited Laboratory**

In the 2019 Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the state. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

## **Scope of Services**

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

### **Soil Related Services**

- Perform nuclear gauge density tests on utility backfill, select granular, and aggregate base materials.
- Perform moisture content tests at time of compaction on backfill materials.
- Perform gradation tests on granular bedding, select granular borrow, and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.

### **Concrete Field Testing Related Services**

- Sample and test the plastic concrete for slump, air content, temperature prior to placement.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders.

### **Bituminous Related Services**

- Perform bituminous plant inspections which includes periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests.
- Collect one verification sample per mix per day of production. Perform quality assurance tests on these samples which include Rice specific gravity, asphalt content, extracted



aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity.

- Randomly determine and mark pavement core locations.
- Observe the contractor coring and core testing in accordance with MnDOT's specifications, which include watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores.

## **Reporting and Project Management**

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

## **Basis of Scope of Work**

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Compaction testing will be performed using the nuclear density method on utility backfill material; a minimum of 4 tests will be conducted each trip with 4 trips assumed.
- Compaction testing will be performed using the nuclear density method on select granular material; a minimum of 1 test will be conducted each trip with 4 trips assumed.
- Compaction testing will be performed using the nuclear density method on aggregate base material; a minimum of 2 tests will be conducted each trip with 4 trips assumed.
- We assume 34 sets of concrete tests will be required to complete the project.

- We understand the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We understand concrete plant monitoring and inspections will not be required for this project.
- We assume bituminous paving will be completed in 4 days for this project.
- We understand the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

## **Cost and Invoicing**

We will furnish the services described herein for an estimated fee of \$20,940. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

## **Additional Services and Overtime**

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are

ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. You will be billed only for services provided on a time and material basis.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Molly Johnson at 218.263.8869 (mjohnson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Molly A. Johnson, PE  
Project Engineer



Joseph C. Butler, PE  
Senior Engineer

Attachments:  
Cost Estimate Table  
General Conditions – CMT (1/1/18)

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The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

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**Authorizer's Firm**

---

**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

# Project Proposal

QTB119135

Prospect Area Reconstruction

**Client:**

City of Cloquet  
John Anderson  
1307 Cloquet Avenue  
Cloquet, MN 55720  
(218) 879-3347  
mmoulding@colquetmn.gov

**Work Site Address:**

Prospect Avenue  
Cloquet, MN 55720

**Service Description:**

MNDOT QA Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>MnDOT Testing</b>				
<b>Activity 1.1</b>	<b>Soil Testing</b>				<b>\$4,305.00</b>
207	Compaction Testing - Nuclear	24.00	Hour	70.00	\$1,680.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities	4.00	Trips	2.00	8.00
	Select Granular	4.00	Trips	2.00	8.00
	Aggregate Base	4.00	Trips	2.00	8.00
1308	Nuclear moisture-density meter charge, per hour	24.00	Each	20.00	\$480.00
1861	CMT Trip Charge	18.00	Each	25.00	\$450.00
217	Compaction Testing - Sandcone & DCP's		Hour	70.00	\$0.00
209	Sample pick-up	6.00	Hour	70.00	\$420.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Gradation/Proctor	6.00	Trips	1.00	6.00
1318	Moisture Density Relationship (Proctor)	3.00	Each	175.00	\$525.00
1162	Sieve Analysis with 200 wash, per sample	6.00	Each	125.00	\$750.00
<b>Activity 1.2</b>	<b>Concrete Testing</b>				<b>\$9,585.00</b>
261	Concrete Testing	68.00	Hour	70.00	\$4,760.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks-Base	4.00	Trips	2.00	8.00
	Curb & Gutter	6.00	Trips	2.00	12.00
	Driveway Aprons	12.00	Trips	2.00	24.00
	Utility Casing	4.00	Trips	2.00	8.00
	Sidewalks-Alt	8.00	Trips	2.00	16.00
278	Concrete Cylinder Pick up	15.00	Hour	70.00	\$1,050.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	15.00	Trips	1.00	15.00
1861	CMT Trip Charge	49.00	Each	25.00	\$1,225.00
1364	Compressive strength of concrete cylinders, per specimen	102.00	Each	25.00	\$2,550.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks-Base	4.00	Set	3.00	12.00
	Curb & Gutter	6.00	Set	3.00	18.00
	Utility Casing	4.00	Set	3.00	12.00
	Driveway Aprons	12.00	Set	3.00	36.00
	Sidewalks-Alt	8.00	Set	3.00	24.00
<b>Activity 1.3</b>	<b>Pavement Testing</b>				<b>\$5,960.00</b>
2689	MnDOT Bituminous Verification, per sample	4.00	Each	700.00	\$2,800.00
221	Bituminous Coring	8.00	Hour	80.00	\$640.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring & Testing	4.00	Trips	2.00	8.00
1542	Thickness and Density of Bituminous Core	8.00	Each	50.00	\$400.00

# Project Proposal

QTB119135

Prospect Area Reconstruction

222	Bituminous Verification Testing	24.00	Hour	80.00	\$1,920.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Monitoring	4.00	Trips	6.00	24.00
1861	CMT Trip Charge	8.00	Each	25.00	\$200.00
<b>Activity 1.4</b>	<b>Project Management</b>				<b>\$1,090.00</b>
226	Project Manager	6.00	Hour	110.00	\$660.00
238	Project Assistant	4.00	Hour	70.00	\$280.00
129	Senior Project Manager	1.00	Hour	150.00	\$150.00
<b>Phase 1 Total:</b>					<b>\$20,940.00</b>

<b>Proposal Total:</b>	<b>\$20,940.00</b>
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## General Conditions

### Construction Material Testing and Special Inspections

#### Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

#### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

#### Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

**3.6** You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

#### Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report(s) in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

#### Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

#### **Section 6: Disputes, Damage, and Risk Allocation**

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of**

**business opportunity, loss of profit or revenue, loss of product or output, or business interruption.**

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.**

**6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.**

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

#### **Section 7: General Indemnification**

**7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.**

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### **Section 8: Miscellaneous Provisions**

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.





**ADMINISTRATIVE OFFICES**

101 14th Street Cloquet, MN 55720-1903  
Phone: 218.879.3347 Fax: 218.879.6555  
www.cloquetmn.gov

**REQUEST FOR COUNCIL ACTION**

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To: Mayor and City Council  
From: Caleb Peterson, Director of Public Works  
Reviewed by: Tim Peterson, City Administrator *TEP*  
Date: May 5, 2020

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**ITEM DESCRIPTION:** Dump Truck Box and Plow Package

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**Proposed Action**

Staff recommends the City Council move to authorize the purchase of a dump box and plow package form Crysteel Truck Equipment in the amount of \$98,644.46.

**Background/Overview/Feasibility**

As part of the 2020 Capital Improvement Program (CIP) and annual budget, a new Single Axle Dump Truck is scheduled to be purchased by the Public Works Department. Council awarded purchase of the truck chassis at a previous meeting. The truck to be replaced will be our single axle sanding truck, Vin#IFDYK82EOTVA21650 (City Unit #208). At the time of trade Unit 208 will be 25 years old.

Under a Cooperative Purchase Agreement with the State of Minnesota, local governments can purchase such equipment directly off a previously awarded state contract. After reviewing available equipment and developing specifications for this purchase, staff is recommending purchase from Crysteel Truck Equipment. While Towmaster's state bid price is approximately \$900 less than Crysteel, the truck build would be delayed significantly. Crysteel can build and deliver the new truck by December of 2020 while Towmaster does not have an opening until December of 2021. Staff feels the difference in cost will be easily recouped in reduced maintenance on the old truck, in addition to license and insurance on a new chassis which will not be operable for over a year. The following is a summary of the state bid pricing for this purchase:

<b>Crysteel Truck Equipment</b>	Box and Plow Equipment Package	\$98,644.46
<b>Towmaster</b>	Box and Plow Equipment Package	\$97,786.00

**Policy Objectives**

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

**Financial/Budget/Grant Considerations**

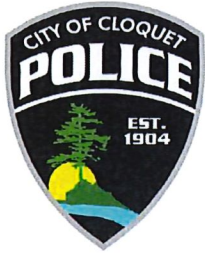
The 2020 budget includes \$200,000 for this purchase. The truck chassis purchase previously authorized by Council was \$87,991.52 for a total purchase price approximately \$13,300 under budget.

**Advisory Committee/Commission Action**

N/A

**Supporting Documentation Attached**

None.



# CLOQUET POLICE DEPARTMENT

Derek W. Randall  
Interim Chief of Police

101 14<sup>th</sup> STREET  
CLOQUET, MINNESOTA 55720-1799  
[records@cloquetmn.gov](mailto:records@cloquetmn.gov)

Phone 218-879-1247  
Fax 218-879-1190

## REQUEST FOR COUNCIL ACTION

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To: Mayor and City Council  
From: Derek Randall, Interim Chief of Police  
Reviewed By: Tim Peterson, City Administrator  
Date: May 1, 2020

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**Item Description:** CPD Wireless Communications Presentation

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### Proposed Action

N/A

### Background/Overview

The Cloquet Police Department is in the process of updating our wireless communications. The department currently assigns each officer a department-issued cellphone. It assigns each patrol vehicle with a wireless 'hotspot' for the connectivity with our mobile data computers (MDCs) in our squad cars.

The department cellphones not only serve as a communication device for the officers in the field; they are used with our records management and mobile dispatch with an app on the phone called Field Ops. The officers use the app to update their status on calls for service, add comments to the calls for service, take photographs and video, and audio statements from suspects, witnesses, and victims using the device. The smartphones allow the officers to remain in the field, yet still, maintain communications with those we serve. Officers can make and return phone calls to customers and send and receive work-related communications via SMS and email without a need to return to the police department.

The current phones are managed by the department using mobile device management, or group management software. This software allows us to control the devices, remotely wipe the devices if they are lost or stolen, manage some content, settings, accessibility on the devices, and remotely push the applications we use in a bulk format to all the devices simultaneously.

The mobile hotspots connect our squad car computers to the same platform and allow our officers to receive calls for service from the Carlton County Sheriff's Office Dispatch Center. The MDCs also help with deployment and tracking of our units via GPS.

We currently use Verizon Wireless for our cellphones and FirstNet (and government branch of AT&T) for the hotspots. Our average monthly cost for our wireless plans is \$1,800.

Recently, we learned that additional phones [for our two newest officers] would require a one-year contract, and our mobile device management software is no longer included in our current plan.

To Mayor and Council  
CPD Wireless Communications  
May 5, 2020  
Page 2

In response to this, Interim Chief Randall researched and spoke with several vendors and requested options that he felt would best suit our needs.

Randall learned the T-Mobile plan for government/public safety offers unlimited talk/text/data, new smartphones at no cost unlimited hotspots, building cellphone signal booster, with no contract required.

The plan also includes mobile device management for all the devices at the cost of \$2 a month per device.

T-Mobile will cancel our current service plans with our other vendors (which are out-of-contract) and port our existing phone numbers to the new phones. The new phones have T-Mobile's latest 600 MHz antennae in the phones and should have excellent coverage in our area.

#### **Police Objectives**

To equip our officers with the necessary tools to perform their duties while maintaining fiscal responsibility.

#### **Financial/Budget/Grant Considerations**

The monthly cost for the service is just over \$1,000/month for 22 new iPhone SE and ten mobile hotspots with unlimited talk/text/data.

This change will save about \$800 a month (\$9,600 a year) in our wireless communication expenses. It will also consolidate our wireless accounts to one vendor, making it easier and more streamlined for our Finance Department.

This savings does not include the additional \$100 credit for each new [free] phone added to the account, which is an additional \$2,000 in the form of an account credit.

#### **Advisory Committee/Commission Action**

N/A

#### **Supporting Documentation Attached**

- T-Mobile quote
- T-Mobile agreement
- T-Mobile coverage map for Cloquet

**T-Mobile Pricing**

Total Devices		Rate Plan	Total
Smartphone	22	\$ 33.62	\$ 739.64
iPad	0	\$ 19.27	\$ -
Regular Phone	0	\$ 10.00	\$ -
Mobile Internet	10	\$28.70	\$287.00
	32		

\*Includes 11GB of hotspot\*

**\$ 1,026.64**

**\*T-Mobile is inve**

\$100 Bill Credit      \$100.00  
 \$0 iPhone SE      \$0.00

**\$ 2,200.00**

Total      **\$ 1,026.64**

Annual total

**Verizon Pricing**

Total Devices		Rate Plan	Total
iPhone	22	\$ 50.00	\$ 1,100.00
iPad	0	\$ 35.00	\$ -
Regular Phone	0	\$ 15.00	\$ -
Mobile Internet	10	\$50.00	\$500.00
	0		


**\$ 1,600.00**

iPhone 8      \$0.00

**\$0.00**

Total      **\$ 1,600.00**

Annual total for service and Equipmen



**Ryan Casey**  
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 Government Account Manager  
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# T-Mobile®

Costing \$11,000 Upfront for Coquet PD\*

\$ 10,119.68

Annual Savings w/T-Mobile

\$ 9,080.32

it

\$ 19,200.00

**DISCLOSURE INFORMING COMPANY ABOUT APPLE BUSINESS  
MANAGER AND COMPANY AUTHORIZATION**

T-Mobile USA, Inc. ("T-Mobile") has previously entered into an agreement with Agency ("Agency") under a master account that enables Agency's employees, agents, or contractors to use mobile devices ("Device" or "Devices") that Agency manages on their behalf. Apple Business Manager ("ABM") is optional and Agency may choose to participate or not in its sole discretion.

Agency's participation in ABM allows T-Mobile to provide Apple or its affiliates any Device Information that Apple requests or requires in relation to the Devices that Agency manages. Device Information ("Device Information") may include personal information such as first and last name of Device user, and/or Serial Number, International Mobile Equipment Identity (IMEI) Number, Subscriber Identity Module (SIM) Number, Telephone Number, or other related information necessary for enrollment and management of mobile devices.

By agreeing to participate in ABM, Agency acknowledges and agrees, on behalf of itself and each of its employees, agents, or contractors, that neither T-Mobile nor any of its affiliates has any responsibility or liability whatsoever for Apple's use, storage, transmission, processing, disclosure, or disposal of any Device Information. Agency further acknowledges that any such use, storage, transmission, processing, disclosure, or disposal will be governed by any terms that may be in effect between Apple and Agency, including any terms relating to ABM, terms and conditions of Apple products and services, or any other agreement between Apple and Agency concerning the collection of Device Information by Apple.

Agency represents and warrants to T-Mobile on a continuing basis that it has obtained and will maintain any and all consents, approvals and authorizations from its employees, agents, or contractors that may be necessary for T-Mobile to provide the Device Information to Apple as contemplated by this disclosure. Agency agrees to indemnify defend and hold harmless T-Mobile and its affiliates from any claims, actions and proceedings initiated by its employees, agents, or contractors relating to or arising from T-Mobile's provision of Device Information to Apple and any associated damages, losses, or liabilities.

Where applicable, this ABM services are obtained by Agency as "open market".

If Agency wishes to return a Device to T-Mobile, Agency must reset any Apple device to factory settings and remove any passwords or locking features before sending it to T-Mobile, as failure to do so correctly will result in disqualifying the Device and will result in a \$0.00 credit for the Device.

This disclosure and authorization does not amend Agency's enterprise agreement or Master Account with T-Mobile. By signing and dating below, Agency agrees to participate in ABM.

The individual signing this Acknowledgment on behalf of Agency represents and warrants to T-Mobile that he or she has the legal authority to sign on behalf of Agency.

City of Cloquet \_\_\_\_\_  
Agency

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

