



**CITY OF CLOQUET**  
**City Council Agenda**  
**Tuesday, December 15, 2020**  
**7:00 p.m.**  
**AMENDED**  
**VIA TELECONFERENCE**

To access meetings, dial + 1 (646) 749-3122  
Access Code 767-470-509

**THERE WILL BE NO WORK SESSION**

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
  - a. Approval of December 15, 2020 Council Agenda
4. **Approval of Council Minutes**
  - a. Regular Council minutes from the December 1, 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. 20-91, Authorizing the Payment of Bills
  - b. Approval of 2021 City Council Meeting Calendar
  - c. Resolution No. 20-90, Approving 2021 Fee Schedule
  - d. Liability Coverage Tort Waiver Consideration
  - e. Approval of the MHFA MN City Participation Program
  - f. Pine Valley Area Change Order No. 1
  - g. Resolution No. 20-96, Approving the State of MN Joint Powers Agreement with the City of Cloquet; Resolution No. 20-97, Approving the State of MN Court Data Services Subscriber Amendment



**CITY OF CLOQUET  
City Council Agenda  
AMENDED  
Tuesday, December 15, 2020**

**7. Public Hearings**

None.

**8. Presentations**

None.

**9. Council Business**

- a. Resolution No. 20-95, Identifying 2021 Polling Sites
- b. Approval of Teamsters Local Union 320 Labor Agreement
- c. Approval of AFSCME Local Union No. 545 Labor Agreement
- d. Approval of Teamsters Local Union No. 346 Labor Agreement
- e. Approval of 2021 Non-Union Employee Pay Plan
- f. Approval of 2020 Pay Equity Implementation Report
- g. Ordinance No. 493A, Amending City Code Section 6.11.05, Fee Schedule for Pawnbroker Transaction Fees – First Reading
- h. Resolution No. 20-93, Approving Plans for Carlton County Project No. 009-605-029 Along University Road (CSAH 5) and Resolution No. 20-94, Approving Plans for Carlton County Project No. 009-607-026 Along Big Lake Road (CSAH 7)
- i. Spring Lake Reservoir – Round Reservoir Rehab
- j. Lake Superior Waterline – Reservoir Design Services
- k. Board/Commission Appointment Discussion

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

**11. Closed Session**

- a. Council may adjourn into a closed session pursuant to Minn. Stat. §13D.05, Subd. 3(a) for the purpose of discussing the City Administrator's performance evaluation

**12. Adjournment**

**DRAFT**

Regular Meeting

Roll Call

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

Councilors Absent: None

Pledge of Allegiance

**AGENDA****MOTION:** Councilor Kolodge moved and Councilor Lamb seconded the motion to approve the December 1, 2020 agenda. The motion carried unanimously (7-0).**MINUTES****MOTION:** Councilor Lamb moved and Councilor Wilkinson seconded the motion to approve the Special Meeting minutes of November 13, 2020 and the Regular Meeting minutes of November 17, 2020 as presented. The motion carried unanimously (7-0).**PUBLIC COMMENTS**

There were none.

**CONSENT AGENDA****MOTION:** Councilor Swanson moved and Councilor Carlson seconded the motion to adopt the Consent Agenda of December 1, 2020, approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 20-88, Authorizing the Payment of Bills and Payroll
- b. Approval of Updates to the Personnel Policies Handbook
- c. Approval of Raffle Permit Application - CAHA

**PUBLIC HEARINGS**

There were none.

**PRESENTATIONS**

There were none.

**2021-2025 CIP, 2021 BUDGET AND 2021 PROPERTY TAX LEVY****MOTION:** Councilor Kolodge moved and Councilor Lamb seconded the motion to approve the 2021-2025 Capital Improvement Plan. The motion carried unanimously (7-0).**MOTION:** Councilor Carlson moved and Councilor Swanson seconded the motion to adopt **RESOLUTION NO. 20-84, A RESOLUTION ADOPTING THE 2021 BUDGET.** The motion carried unanimously (7-0).**WHEREAS,** The City Administrator has prepared an annual budget and the City Council has reviewed the 2021 budget; and**WHEREAS,** Chapter 275, Section 065 of Minnesota Statutes requires that the City adopt a 2021 levy and budget.**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA,** That there be and is hereby set aside for the year 2021 for the following departments and funds:

<b><u>Fund</u></b>	<b><u>Revenues</u></b>	<b><u>Expenditures</u></b>
General	\$7,840,800	\$7,840,800
LDO Loan (EDA)	33,000	2,200
Federal CDGB Loan (EDA)	10,000	42,500
Economic Development Loan (City)	11,700	3,500
Small Cities Development (EDA)	8,000	10,000
Library	627,000	686,700

Tax Increment – 14 <sup>th</sup> Street Apartments	41,650	41,650
Tax Increment – Oakwood Estates	55,000	55,000
Tax Increment – Patio Homes	55,000	55,000
Landfill Host Fee	65,000	15,000
Cable Television	103,000	117,500
Swimming Pond Bonds	110,000	102,900
City Sales Tax Bonds	542,750	542,750
Facilities Bonds	98,850	90,500
Permanent Improvement	105,000	31,000
Public Works Reserve	501,000	526,000
City Sales Tax Projects	915,000	1,607,750
Employee Severance Benefits	10,000	5,000
Water – Lake Superior Waterline	2,700,000	2,778,800
Water – In-Town System	1,850,000	2,291,550
Sewer Utility	1,879,000	2,056,150
Stormwater Utility	372,000	531,800
<b>TOTAL:</b>	<b>\$17,933,750</b>	<b>\$19,434,050</b>

**MOTION:** Councilor Lamb moved and Councilor Wilkinson seconded the motion to adopt **RESOLUTION NO. 20-85, A RESOLUTION ADOPTING SUMS OF MONEY TO BE LEVIED FOR LEVY YEAR 2020, PAYABLE IN 2021.** The motion carried unanimously (7-0).

**BE IT RESOLVED,** By the City Council of the City of Cloquet, Minnesota, that the following sums of money be levied for the levy year 2020, payable in 2021, upon taxable property in the City of Cloquet, for the following purposes:

<u>Fund</u>	<u>Levy</u>
General	\$2,181,950
Public Works Reserve	340,000
Library	400,000
GO Swimming Pond Debt	110,000
Facilities Bonds	98,850
<b>TOTAL LEVY</b>	<b>\$3,130,800</b>

#### **QUIT CLAIM DEED FOR AIRPORT PROPERTY**

**MOTION:** Councilor Lamb moved and Councilor Kolodge seconded the motion to approve the Quit Claim Deed for the Carlton County Airport for the proper recording of conveyance for the construction of a new hangar on the property. The motion carried unanimously (7-0).

#### **ALLOCATE UNUSED FUNDS TO PURCHASE AND UPGRADE POLICE DEPARTMENT EQUIPMENT**

**MOTION:** Councilor Lamb moved and Councilor Wilkinson seconded the motion to approve unused monies from the 2020 CPD budget to update/upgrade department systems. The motion carried unanimously (7-0).

#### **POLICE DEPARTMENT POLICY UPDATES**

Chief Randall provided an informational update on two policy changes that recently occurred based on the 2019 Police Department study by the Novak Group. The first policy change is in regard to patrol sector assignments and the second is regarding meal periods and breaks. No council action is required.

#### **APPROVING THE COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TAX INCREMENT REVENUE NOTE FOR 14<sup>TH</sup> III, LLC**

**MOTION:** Councilor Wilkinson moved and Councilor Carlson seconded the motion to approve **RESOLUTION NO. 20-86, APPROVING THE COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TAX INCREMENT REVENUE NOTE FOR 14<sup>TH</sup> III, LLC.** The motion carried unanimously (7-0).

**WHEREAS,** the City of Cloquet (the "City") and 14<sup>th</sup> III, LLC (the "Developer") entered into a Purchase and Development Agreement, dated July 16, 2019 (the "Development Agreement") in connection with the construction of a 36-unit multifamily rental housing facility (the "Project").

**WHEREAS,** the City issued a Tax Increment Revenue Note (14<sup>th</sup> III, LLC) pursuant to the Development Agreement and made payable to the Developer (the "TIF Note"); and



**WHEREAS**, the Developer is seeking to refinance the Project with Frandsen Bank & Trust (the "Lender"), and the Lender is requiring the execution of a Collateral Assignment of Purchase and Development Agreement and TIF Note (the "Collateral Assignment").

**WHEREAS**, a draft of the Collateral Assignment has been submitted to the City Council for approval.

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

1. The City Council hereby approves the Collateral Assignment in substantially the form submitted, and the Mayor and the City Administrator are hereby authorized and directed to execute the Collateral Assignment on behalf of the City. In the absence of the Mayor or the City Administrator, any document authorized by this resolution to be executed may be executed by an acting or duly designated official.
2. The approval hereby given to the Collateral Assignment includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Collateral Assignment. The execution of the Collateral Assignment by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Collateral Assignment in accordance with the terms hereof.

**APPROVING REISSUANCE OF TAX INCREMENT REVENUE NOTE FOR COUNTRY CLUB PATIO HOMES**

**MOTION:** Councilor Carlson moved and Councilor Lamb seconded the motion to **RESOLUTION NO. 20-87, APPROVING THE REISSUANCE OF TAX INCREMENT REVENUE NOTE FOR THE COUNTRY CLUB PATIO HOMES PROJECT**. The motion carried unanimously (7-0).

**WHEREAS**, the City of Cloquet (the "City") and Country Club Patio Homes LLC (the "Developer") entered into a Development Agreement, dated May 2, 2017, as amended and restated by an Amended and Restated Development Agreement, dated January 9, 2020 (the "Development Agreement") in connection with the construction of owner-occupied single-family patio homes (the "Project"); and

**WHEREAS**, the City issued a Tax Increment Revenue Note (Country Club Patio Homes Project) pursuant to the Development Agreement and made payable to the Developer (the "TIF Note"); and

**WHEREAS**, the Developer, as the current Registered Owner (as that term is defined in the TIF Note) of the TIF Note, has requested that the City reissue the TIF Note as two new separate TIF notes (the "New TIF Notes"), one of which to be registered in the name of Mercury Investment Co. ("Mercury"), and the other to be registered in the name of Dynamic Homes, LLC ("Dynamic"); and

**WHEREAS**, Mercury and Dynamic both have ownership interests in the Developer, and issuing the New TIF Notes, in equal principal amounts and registered directly in their names, will greatly simplify future collection and record keeping, and avoid unnecessary administrative costs; and

**WHEREAS**, drafts of the New TIF Notes have been submitted to the City Council for approval.

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

1. The City Council hereby approves the New TIF Notes in substantially the forms submitted, including approval of each principal amount, interest rate, and other details as contained therein, and the Mayor and the City Administrator are hereby authorized and directed to execute the New TIF Notes on behalf of the City. In the absence of the Mayor or the City Administrator, any document authorized by this resolution to be executed may be executed by an acting or duly designated official.
2. The approval hereby given to the New TIF Notes includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the New TIF Notes. The execution of the New TIF Notes by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the New TIF Notes in accordance with the terms hereof.

**COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES**

City Administrator Peterson recognized the utility department and their work on repairing water line breaks at all hours and weather conditions.

City Administrator Peterson next stated polling locations need to be identified for each year. Ward 2 will relocate from Garfield to the library utilizing their new addition Polling locations discussion. Council was asked to let him know their thoughts of potential combining the Ward 5-2 location at FDL Headstart with Ward 4 at the Armory or Ward 5-1 at Our Redeemer Lutheran Church. More discussion and polling site identification will take place at the December 15<sup>th</sup> Council meeting.

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 *MKS*  
From: Mary Kay Hohensee-Mayer, Assistant Finance Director  
Reviewed/Approved by: Tim Peterson, City Administrator  
Date: December 15, 2020

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**ITEM DESCRIPTION:** Payment of Bills

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**Proposed Action**

Staff recommends the Council move to adopt **RESOLUTION NO. 20-91, A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS.**

**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**

- a. Resolution Authorizing the Payment of Bills.
- b. Vendor Summary Report.
- c. Department Summary Report.

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

**RESOLUTION NO. 20-91**

**A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS**

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

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

101	General Fund	\$	87,453.97
202	Federal CDBG Loan (EDA)		16.50
231	Public Works Reserve		36,048.11
260	Landfill Host Fee		350.00
405	City Sales Tax Capital		311,452.01
600	Water - Lake Superior Waterline		126,785.93
601	Water - In Town System		16,715.30
602	Sewer Fund		1,255.83
605	Stormwater Fund		1,973.33
614	CAT-7		2,697.20
	<b>TOTAL:</b>	<b>\$</b>	<b>584,748.18</b>

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET  
THIS 15TH DAY OF DECEMBER, 2020.**

ATTEST:

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

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

INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
110250	AEOA SENIOR SERVICES	276.63	1,500.00
111350	LEXISNEXIS RISK DATA MNGMT INC	1,650.00	300.00
112050	ADVANCED SERVICES INC	7,900.75	606.25
116950	AMERIPRIDE SERVICES INC	8,893.76	247.44
121000	ARROWHEAD SPRINGS INC	3,512.20	72.00
121350	ASPEN MILLS	6,484.00	863.34
123050	B & B MARKET	1,330.47	140.00
125700	BEST OIL COMPANY	103,973.32	654.34
128075	BRAUN INTERTEC CORP	22,802.50	1,327.50
129800	BUREAU CRIMINAL APPREHENSION	1,170.00	390.00
134300	CARLTON COUNTY RECORDER	343.00	46.00
134800	CARLTON COUNTY TREASURER	706.82	23.00
137340	CHAMBERLAIN OIL CO., INC.	9,360.40	865.33
139025	CINTAS	3,473.29	44.61
139030	CINTAS CORPORATION NO 2	10,659.64	846.70
139800	CLOQUET AREA CHAMBER OF COMMER	62,471.43	5,474.85
142800	CLOQUET SANITARY SERVICE	17,916.91	1,316.95
145300	COMMUNITY PRINTING	7,411.48	290.00
145500	COMPENSATION CONSULTANTS, LTD	3,352.00	207.00
147600	EXELON CORPORATION	15,996.82	2,279.13
148800	CROW GOEBEL VETERINARY CLINIC	8,617.82	985.67
150100	D A L C O	29,725.06	237.88
156400	CITY OF DULUTH COMFORT SYSTEMS	894.88	152.55
158000	DULUTH/SUPERIOR COMMUNICATIONS	31,858.66	1,344.00
161675	EMC NATIONAL LIFE	18,635.90	1,368.25
161850	EMERGENCY AUTOMOTIVE TECH, INC	30,351.45	12.50
162640	ENVENTIS TELECOM INC	521.34	47.20
165375	FERGUSON WATERWORKS #2516	29,252.62	1,509.96
166525	FIRE SAFETY USA, INC	45,047.28	185.00
166625	FIRST AID CORP	1,909.85	49.03
169650	FORUM COMMUNICATIONS COMPANY	1,280.18	354.26
171100	FRYBERGER, BUCHANAN, SMITH &	126,386.57	16.50
171900	GALLS LLC	43.53	142.73
172300	GARTNER REFRIGERATION COMPANY	23,523.83	901.68
175050	GOODPOINTE TECHNOLOGY LLC	0.00	1,825.00
175200	GOPHER STATE ONE CALL INC	1,570.10	66.15
175950	GRAPHIC TECHNOLOGIES	3,450.36	410.00
179300	HACH COMPANY	1,174.90	790.40
179340	HAGENS GLASS & PAINT	9,762.25	1,813.75
180425	HARRIS COMPUTER SYSTEMS	16,363.61	350.00
180500	HAWKINS INC	66,740.21	4,453.06
197800	L & M SUPPLY CO	21,497.15	1,296.80
202100	LAWSON PRODUCTS INC	5,018.19	801.51
202300	LEAGUE OF MN CITIES	17,365.40	1,000.00

INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
204500	LITTLE FALLS MACHINE INC	1,996.08	543.40
205050	LOFFLER COMPANIES INC	696.28	54.99
211400	MENARDS INC	5,957.99	6.97
212400	MICHAUD DIST INC	231.00	11.00
212700	MID-STATE TRUCK SERVICE INC	97,696.84	47.56
229500	NAPA AUTO PARTS	9,787.68	531.62
234600	NORTHERN BUSINESS PRODUCTS	7,681.10	22.39
235560	NORTHERN STATES SUPPLY, INC.	0.00	17.36
235800	NORTHLAND AUTO PARTS	435.10	150.83
242850	PARSONS ELECTRIC LLC	26,252.11	1,295.06
243000	PATROL PC - A DIVISION OF	0.00	35,638.11
247400	396-PRAXAIR DISTRIBUTION, INC.	10,548.36	273.29
251600	RAMSLAND & VIGEN, INC.	6,000.00	3,500.00
257925	ROYAL TIRE INC	4,300.88	3,245.00
260500	SCHINDLER ELEVATOR CORPORATION	4,592.22	1,371.00
268800	STOCK TIRE COMPANY	3,878.33	38.00
270200	SUPERIOR COMPUTER PRODUCTS INC	138,657.96	7,330.00
270300	SWAGIT PRODUCTIONS, LLC	13,250.00	2,650.00
271325	NANCY GETCHELL	5,884.31	321.94
271350	TAFT STETTINIUS & HOLLISTER	16,350.00	1,500.00
275075	TITAN MACHINERY	49,146.29	349.36
276225	KANDI KOUNTRY EXPRESS LTD	819.30	17,859.00
278600	TWIN PORT MAILING	44,824.08	502.34
279100	U.S. BANK EQUIPMENT FINANCE	7,893.36	129.74
283700	USA BLUEBOOK	5,150.82	998.02
284875	VERIZON WIRELESS	16,508.28	448.21
285400	VIKING ELECTRIC SUPPLY	1,346.02	79.21
285500	VIKING INDUSTRIAL CENTER	2,545.73	142.99
286900	W L S S D	1,022,629.40	902.40
287900	WAL-MART COMMUNITY	1,448.99	94.71
289015	WELLS FARGO CREDIT CARD	88,004.66	4,299.70
291350	JOHN & JULIE HAVERKAMP	49.13	35.92
R0001277	BURNS MCDONNELL	4,650.00	350.00
R0001284	OFFICE OF MN IT SERVICES	399.20	103.20
R0001548	MINIT MART 557	720.00	32.00
R0001854	COMMERCIAL REFRIGERATION SYSTE	218,033.50	252,214.55
R0001930	R & R SPECIALTIES	17,759.13	1,645.35
R0001958	RINK SYSTEMS	3,184.65	52,900.00
R0001995	J H FOSTER	110.96	132.46
R0002001	STEVE FISKE	0.00	100.00
R0002002	CREW2	0.00	17.25

TOTAL ALL VENDORS: 429,493.25

City of Cloquet  
Vendor Summary Report Reconciliation  
Invoices Due On/Before 12/15/2020

Total	429,493.25
<b>Less:</b>	
Library	(10.84)
Cloquet Area Fire District	41.28
Total City Bills	<u>429,523.69</u>
<b>Less:</b>	
Payroll benefits	(1,368.25)
<b>Plus:</b>	
Credit card/PSN fees	2,420.54
MN Energy Auto Pay	2,054.10
MN Power Auto Pay	150,988.01
MN Sales Tax	1,130.09
Total Bills	<u><u>584,748.18</u></u>

INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
00			
161675	EMC NATIONAL LIFE	18,635.90	1,368.25
			1,368.25
32	LICENSES & PERMITS		
286900	W L S S D	1,022,629.40	902.40
R0002002	CREW2		17.25
	LICENSES & PERMITS		919.65
41	GENERAL GOVERNMENT		
134300	CARLTON COUNTY RECORDER	343.00	46.00
139025	CINTAS	3,473.29	13.98
139030	CINTAS CORPORATION NO 2	10,659.64	73.88
142800	CLOQUET SANITARY SERVICE	17,916.91	68.07
145300	COMMUNITY PRINTING	7,411.48	98.51
145500	COMPENSATION CONSULTANTS, LTD	3,352.00	207.00
150100	D A L C O	29,725.06	68.99
169650	FORUM COMMUNICATIONS COMPANY	1,280.18	354.26
172300	GARTNER REFRIGERATION COMPANY	23,523.83	275.00
180425	HARRIS COMPUTER SYSTEMS	16,363.61	350.00
197800	L & M SUPPLY CO	21,497.15	45.73
212400	MICHAUD DIST INC	231.00	11.00
234600	NORTHERN BUSINESS PRODUCTS	7,681.10	22.39
260500	SCHINDLER ELEVATOR CORPORATION	4,592.22	685.50
270200	SUPERIOR COMPUTER PRODUCTS INC	138,657.96	4,502.00
278600	TWIN PORT MAILING	44,824.08	195.37
289015	WELLS FARGO CREDIT CARD	88,004.66	1,457.05
R0002001	STEVE FISKE		100.00
	GENERAL GOVERNMENT		8,574.73
42	PUBLIC SAFETY		
111350	LEXISNEXIS RISK DATA MNGMT INC	1,650.00	300.00
121350	ASPEN MILLS	6,484.00	863.34
129800	BUREAU CRIMINAL APPREHENSION	1,170.00	390.00
139025	CINTAS	3,473.29	30.63
139030	CINTAS CORPORATION NO 2	10,659.64	184.52



INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
42	PUBLIC SAFETY		
142800	CLOQUET SANITARY SERVICE	17,916.91	68.07
148800	CROW GOEBEL VETERINARY CLINIC	8,617.82	985.67
150100	D A L C O	29,725.06	168.89
158000	DULUTH/SUPERIOR COMMUNICATIONS	31,858.66	1,344.00
161850	EMERGENCY AUTOMOTIVE TECH, INC	30,351.45	12.50
171900	GALLS LLC	43.53	142.73
172300	GARTNER REFRIGERATION COMPANY	23,523.83	275.00
197800	L & M SUPPLY CO	21,497.15	0.95
202300	LEAGUE OF MN CITIES	17,365.40	1,000.00
260500	SCHINDLER ELEVATOR CORPORATION	4,592.22	685.50
268800	STOCK TIRE COMPANY	3,878.33	38.00
270200	SUPERIOR COMPUTER PRODUCTS INC	138,657.96	480.00
271325	NANCY GETCHELL	5,884.31	321.94
278600	TWIN PORT MAILING	44,824.08	55.82
287900	WAL-MART COMMUNITY	1,448.99	94.71
R0001284	OFFICE OF MN IT SERVICES	399.20	103.20
R0001548	MINIT MART 557	720.00	32.00
	PUBLIC SAFETY		7,577.47
43	PUBLIC WORKS		
121000	ARROWHEAD SPRINGS INC	3,512.20	48.00
125700	BEST OIL COMPANY	103,973.32	-268.29
134800	CARLTON COUNTY TREASURER	706.82	23.00
137340	CHAMBERLAIN OIL CO., INC.	9,360.40	865.33
139030	CINTAS CORPORATION NO 2	10,659.64	187.74
142800	CLOQUET SANITARY SERVICE	17,916.91	97.42
145300	COMMUNITY PRINTING	7,411.48	39.29
166525	FIRE SAFETY USA, INC	45,047.28	185.00
166625	FIRST AID CORP	1,909.85	49.03
175050	GOODPOINTE TECHNOLOGY LLC		1,825.00
175200	GOPHER STATE ONE CALL INC	1,570.10	33.08
197800	L & M SUPPLY CO	21,497.15	488.62
202100	LAWSON PRODUCTS INC	5,018.19	400.76
204500	LITTLE FALLS MACHINE INC	1,996.08	543.40
205050	LOFFLER COMPANIES INC	696.28	11.00
212700	MID-STATE TRUCK SERVICE INC	97,696.84	47.56
229500	NAPA AUTO PARTS	9,787.68	344.31
242850	PARSONS ELECTRIC LLC	26,252.11	1,295.06
247400	396-PRAXAIR DISTRIBUTION, INC.	10,548.36	136.65
257925	ROYAL TIRE INC	4,300.88	3,245.00
270200	SUPERIOR COMPUTER PRODUCTS INC	138,657.96	2,348.00

INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
43	PUBLIC WORKS		
275075	TITAN MACHINERY	49,146.29	349.36
276225	KANDI KOUNTRY EXPRESS LTD	819.30	17,859.00
278600	TWIN PORT MAILING	44,824.08	55.82
279100	U S BANK EQUIPMENT FINANCE	7,893.36	43.25
284875	VERIZON WIRELESS	16,508.28	193.14
285400	VIKING ELECTRIC SUPPLY	1,346.02	-9.94
285500	VIKING INDUSTRIAL CENTER	2,545.73	142.99
289015	WELLS FARGO CREDIT CARD	88,004.66	151.06
291350	JOHN & JULIE HAVERKAMP	49.13	35.92
	PUBLIC WORKS		30,765.56
45	CULTURE AND RECREATION		
110250	AEOA SENIOR SERVICES	276.63	1,500.00
112050	ADVANCED SERVICES INC	7,900.75	606.25
116950	AMERIPRIDE SERVICES INC	8,893.76	247.44
123050	B & B MARKET	1,330.47	140.00
125700	BEST OIL COMPANY	103,973.32	1,129.00
139030	CINTAS CORPORATION NO 2	10,659.64	73.32
142800	CLOQUET SANITARY SERVICE	17,916.91	1,018.46
147600	EXELON CORPORATION	15,996.82	2,279.13
172300	GARTNER REFRIGERATION COMPANY	23,523.83	351.68
179340	HAGENS GLASS & PAINT	9,762.25	1,813.75
197800	L & M SUPPLY CO	21,497.15	657.05
229500	NAPA AUTO PARTS	9,787.68	179.33
235800	NORTHLAND AUTO PARTS	435.10	150.83
285400	VIKING ELECTRIC SUPPLY	1,346.02	89.15
R0001930	R & R SPECIALTIES	17,759.13	1,645.35
	CULTURE AND RECREATION		11,880.74
46	COMMUNITY DEVELOPMENT		
139800	CLOQUET AREA CHAMBER OF COMMER	62,471.43	5,474.85
145300	COMMUNITY PRINTING	7,411.48	19.64
271350	TAFT STETTINIUS & HOLLISTER	16,350.00	1,500.00
278600	TWIN PORT MAILING	44,824.08	27.91
	COMMUNITY DEVELOPMENT		7,022.40

INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
FEDERAL CDBG LOAN (EDA)			
46	COMMUNITY DEVELOPMENT		
171100	FRYBERGER, BUCHANAN, SMITH &	126,386.57	16.50
	COMMUNITY DEVELOPMENT		16.50
LIBRARY FUND			
45	CULTURE AND RECREATION		
139030	CINTAS CORPORATION NO 2	10,659.64	10.84
	CULTURE AND RECREATION		10.84
PUBLIC WORKS RESERVE			
42	PUBLIC SAFETY		
175950	GRAPHIC TECHNOLOGIES	3,450.36	410.00
243000	PATROL PC - A DIVISION OF		35,638.11
	PUBLIC SAFETY		36,048.11
LANDFILL HOST FEE			
43	PUBLIC WORKS		
R0001277	BURNS MCDONNELL	4,650.00	350.00
	PUBLIC WORKS		350.00
CITY SALES TAX CAPITAL			
00			
R0001854	COMMERCIAL REFRIGERATION SYSTE	218,033.50	-13,274.45
			-13,274.45
81	SPECIAL PROJECTS		
128075	BRAUN INTERTEC CORP	22,802.50	1,327.50
165375	FERGUSON WATERWORKS #2516	29,252.62	1,509.96
251600	RAMSLAND & VIGEN, INC.	6,000.00	3,500.00
R0001854	COMMERCIAL REFRIGERATION SYSTE	218,033.50	265,489.00

INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CITY SALES TAX CAPITAL			
81	SPECIAL PROJECTS		
R0001958	RINK SYSTEMS	3,184.65	52,900.00
	SPECIAL PROJECTS		324,726.46
WATER - LAKE SUPERIOR WATERLIN			
51	STATION 2		
121000	ARROWHEAD SPRINGS INC	3,512.20	24.00
139030	CINTAS CORPORATION NO 2	10,659.64	19.44
179300	HACH COMPANY	1,174.90	761.81
180500	HAWKINS INC	66,740.21	1,858.85
229500	NAPA AUTO PARTS	9,787.68	7.98
	STATION 2		2,672.08
52	LAKE SUPERIOR WATERLINE		
125700	BEST OIL COMPANY	103,973.32	-51.59
139030	CINTAS CORPORATION NO 2	10,659.64	214.74
197800	L & M SUPPLY CO	21,497.15	26.11
284875	VERIZON WIRELESS	16,508.28	70.02
	LAKE SUPERIOR WATERLINE		259.28
57	ADMINISTRATION		
156400	CITY OF DULUTH COMFORT SYSTEMS	894.88	152.55
205050	LOFFLER COMPANIES INC	696.28	11.00
	ADMINISTRATION		163.55
WATER - IN TOWN SYSTEM			
49	CLOQUET		
125700	BEST OIL COMPANY	103,973.32	-61.91
139030	CINTAS CORPORATION NO 2	10,659.64	33.77
179300	HACH COMPANY	1,174.90	28.59
180500	HAWKINS INC	66,740.21	2,594.21
197800	L & M SUPPLY CO	21,497.15	52.22
202100	LAWSON PRODUCTS INC	5,018.19	240.45

INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER - IN TOWN SYSTEM			
49	CLOQUET		
235560	NORTHERN STATES SUPPLY, INC.		17.36
247400	396-PRAXAIR DISTRIBUTION, INC.	10,548.36	81.99
283700	USA BLUEBOOK	5,150.82	605.16
284875	VERIZON WIRELESS	16,508.28	110.03
289015	WELLS FARGO CREDIT CARD	88,004.66	237.80
R0001995	J H FOSTER	110.96	132.46
	CLOQUET		4,072.13
54	BILLING & COLLECTION		
145300	COMMUNITY PRINTING	7,411.48	54.29
278600	TWIN PORT MAILING	44,824.08	55.82
	BILLING & COLLECTION		110.11
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	17,916.91	32.47
145300	COMMUNITY PRINTING	7,411.48	39.29
175200	GOPHER STATE ONE CALL INC	1,570.10	19.85
205050	LOFFLER COMPANIES INC	696.28	11.00
278600	TWIN PORT MAILING	44,824.08	55.82
279100	U S BANK EQUIPMENT FINANCE	7,893.36	43.25
289015	WELLS FARGO CREDIT CARD	88,004.66	491.45
	ADMINISTRATION & GENERAL		693.13
ENTERPRISE FUND - SEWER			
55	SANITARY SEWER		
125700	BEST OIL COMPANY	103,973.32	-51.59
139030	CINTAS CORPORATION NO 2	10,659.64	48.45
197800	L & M SUPPLY CO	21,497.15	26.12
202100	LAWSON PRODUCTS INC	5,018.19	160.30
211400	MENARDS INC	5,957.99	6.97
247400	396-PRAXAIR DISTRIBUTION, INC.	10,548.36	54.65
283700	USA BLUEBOOK	5,150.82	392.86
284875	VERIZON WIRELESS	16,508.28	75.02
	SANITARY SEWER		712.78

INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ENTERPRISE FUND - SEWER			
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	17,916.91	32.46
145300	COMMUNITY PRINTING	7,411.48	38.98
175200	GOPHER STATE ONE CALL INC	1,570.10	13.22
205050	LOFFLER COMPANIES INC	696.28	11.00
278600	TWIN PORT MAILING	44,824.08	55.78
279100	U S BANK EQUIPMENT FINANCE	7,893.36	43.24
	ADMINISTRATION & GENERAL		194.68
STORM WATER UTILITY			
57	ADMINISTRATION & GENERAL		
205050	LOFFLER COMPANIES INC	696.28	10.99
289015	WELLS FARGO CREDIT CARD	88,004.66	1,962.34
	ADMINISTRATION & GENERAL		1,973.33
CABLE TELEVISION			
45	CULTURE AND RECREATION		
162640	ENVENTIS TELECOM INC	521.34	47.20
270300	SWAGIT PRODUCTIONS, LLC	13,250.00	2,650.00
	CULTURE AND RECREATION		2,697.20
CLOQUET AREA FIRE DISTRICT			
42	PUBLIC SAFETY		
125700	BEST OIL COMPANY	103,973.32	-41.28
	PUBLIC SAFETY		-41.28
	TOTAL ALL DEPARTMENTS		429,493.25



**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  
Date: December 15, 2020 *TCP*

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**ITEM DESCRIPTION:** 2021 City Council Meeting Calendar

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**Proposed Action**

Staff recommends the City Council move to adopt the 2021 City Council meeting calendar.

**Background/Overview**

The Council is asked to review its 2021 meeting schedule and consider any changes or adjustments. Currently, there are no meeting conflicts staff is aware of.

**Policy Objectives**

Section 3.1.01, Subd. 1 of the City Code and the Standing Rules of the Council state that the Council shall meet on the 1st and 3rd Tuesday of each month unless that day is a legal holiday in which case no meetings shall be held.

**Financial/Budget/Grant Considerations**

None.

**Advisory Committee/Commission Action**

None.

**Supporting Documentation**

- 2021 meeting calendar

# 2021

## City Council Meeting Calendar

### January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### February

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

### March

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### April

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### May

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### June

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### August

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### November

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### December

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### 2021 Holidays

Jan 1	New Year's Day	Jul 5	Independence Day	Nov 26	Day after Thanksgiving
Jan 18	Martin Luther King Day	Sep 6	Labor Day	Dec 23	Christmas Eve Day
Feb 15	Presidents' Day	Nov 11	Veterans Day	Dec 24	Christmas Day
May 31	Memorial Day	Nov 25	Thanksgiving Day	Dec 31	New Year's Day 2022





**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: Nancy Klassen, Finance Director *NK*  
Reviewed by: Tim Peterson, City Administrator  
Date: December 9, 2020

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**ITEM DESCRIPTION:** 2021 Fee Schedule

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**Proposed Action**

Staff recommends the City Council move to adopt **RESOLUTION NO. 20-90, ESTABLISHING THE CITY FEES AND CHARGES FOR 2021.**

**Background/Overview**

The City reviews and recommends a fee schedule yearly. The utility rates will be adjusted along with several other miscellaneous adjustments to other City fees. The utility rate increase should be on average less than \$4.00 a month for most residents. The increase is to fund the new water treatment plant and other infrastructure projects.

**Policy Objectives**

Properly approved fees charged to customers and citizens.

**Financial/Budget/Grant Considerations**

Increase in various fees.

**Advisory Committee/Commission Action**

Not applicable.

**Supporting Documents Attached**

- Resolution No. 20-90
- 2021 Fee Schedule

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

**RESOLUTION NO. 20-90**

**RESOLUTION ESTABLISH 2021 VARIOUS CHARGES AND FEES**

**WHEREAS,** The City of Cloquet annually charges fees for various services; and

**WHEREAS,** City Code allows the City to establish fees by resolution; and

**WHEREAS,** The City Council has concluded that it is appropriate for the fee schedule to be amended as proposed by the various City Departments.

**NOW, THEREFORE, BE IT RESOLVED,** That the fees charged by the City be amended to the revised fees listed on the attached schedule to be effective January 1, 2021.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET  
THIS 15<sup>TH</sup> DAY OF DECEMBER, 2020.**

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Roger Maki, Mayor

ATTEST:

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Tim Peterson, City Administrator

**CITY OF CLOQUET**  
**2021 FEE SCHEDULE**  
**Resolution 20-90**  
*Approved 12/15/2020*

<b>2021 ADMINISTRATIVE FEES (approved 12/15/2020)</b>		
Animals		
Kennel License - Private Dog/Cat	One time nonrenewable Not to exceed three years	\$75.00
Impound Fees - Cats	Per Night	\$25.00
Impound Fees - Dogs	Per Night	\$25.00
Aerial Photo		\$5.00
Annual, CAFR, CIP Reports		\$15.00
Assessment Administrative Fee		\$10.00
Assessment Search		\$50.00
Blueprint Copy		\$5.00
Budget Book		\$35.00
Certification Fee - Unpaid Bills		\$50.00
City Code Book		\$50.00
Cobra Insurance Fees		2.00%
Comprehensive Plan		\$15.00
Copies - Black & White	Per Page	\$0.25
Copies - Color	Per Page	\$1.00
Election Candidate Filing		\$5.00
Late Payment Fee on Invoices		1.50%
Map - City of Cloquet - Color		\$10.00
Map - City of Cloquet - Black & White		\$3.00
Map - Topographical	Per Acre	\$5.00
Nuisance - long grass, etc.	Cost recovery + admin fee	Varies
Notary	Per Document	\$1.00
Returned Check		\$35.00

**2021 BUSINESS LICENSES FEES (Approved 12/15/2020)**

Bowling Alley Business License	Annual Fee	\$75.00	
Dance License - Public	Single Dance	\$10.00	
Dance License - Public	Yearly Dance	\$50.00	
Game Rooms/Arcades/Poolhalls	Annual Fee	\$15.00	
Amusement Devices	Annual Fee per Machine	\$15.00	
Location/Operator License	Annual Fee	\$15.00	
Pawnbroker License	Annual Fee	\$300.00	
Pawnbroker Investigation Fee (New License or license that is more than 6 months past due)		In State - \$500.00 Out of State - actual costs not to exceed \$2,500.00	
Pawnbroker - Investigation Fee (New or change in Manager)		In State - \$100.00 Out of State - actual costs not to exceed \$2,500.00	
Pawnbroker Transaction Fee	Per Transaction	Recovery of Cost	
Sexually Oriented Business License	Annual Fee	\$500.00	
Sexually Oriented Business Investigation Fee		\$500.00	
Solid Waste and Recycling Collector's License	Annual Fee - Per Vehicle	\$100.00	
Taxicab Business License	Annual Fee	\$25.00	
Taxicab License	Annual Fee - Per Vehicle	\$10.00	
Taxicab Vehicle Transfer Fee	Per Vehicle	\$10.00	
Therapeutic Massage Business License	Annual Fee	\$50.00	
Therapeutic Massage Therapist License	Annual Fee	\$50.00	
Therapeutic Massage Investigation Fee		\$100.00	
Therapeutic Massage License Location Transfer Fee (Business and Therapist)		\$10.00	
Tobacco/Cigarette License	Annual Fee - Pro rata	\$150.00	
Transient Merchant/Peddler License	1-3 Day Operator Fee Daily Fee	\$50.00 plus \$5.00 per employee over 2	
Transient Merchant/Peddler License	4-30 Day Operator Fee Max. 30 days	\$200.00 plus \$5.00 per employee over 2	
Transient Merchant/Peddler License	Annual Fee	\$200.00	
Transient Merchant-Farmers Market License	Annual Fee	Exempt	
Transient Merchant/Peddler Investigation Fee		\$50.00	
Transient Merchant-Farmers Market Investigation Fee		Exempt	

**2021 LIQUOR LICENSES FEES (Approved 12/15/2020)**

On Sale Intoxicating Liquor	Annual Fee - Pro Rata	\$2,500.00
On Sale Intoxicating Liquor - Club	Annual Fee - Pro Rata	\$200.00
On Sale Sunday Liquor	Annual Fee	\$200.00
On Sale Wine	Annual Fee - Pro Rata	\$150.00
On Sale 3.2% Malt Liquor	Annual Fee - Pro Rata	\$125.00
Off Sale 3.2% Malt Liquor	Annual Fee - Pro Rata	\$25.00
Off Sale Intoxicating Liquor	Annual Fee - Pro Rata	\$560.00
MN Stat. 340A.408 Subd. 3(c): Off Sale Intoxicating Liquor license fee shall be reduced by \$100 if specific conditions are met		
Micro-Distillery	Annual Fee - Pro Rata	\$300.00
Caterer's Permit	Annual Fee - Pro Rata	\$100.00
Brew Pub	Annual Fee - Pro Rata	\$300.00
Brewer Taproom	Annual Fee - Pro Rata	\$300.00
Temporary On Sale Liquor	Per Day	\$50.00
Temporary On Sale 3.2% Malt Liquor	Per Day	\$50.00
Liquor License Background Investigation		\$100.00
Police Officer Fee for Special Events	Per Hour / Per Officer Minimum 2 police officers on location of event.  Minimum 1 hr. extra to secure event closing.	\$75.00

**OFFICE USE ONLY:**

**MN Stat. 340A.408 Subd. 3a** - No City shall increase the fee for a liquor license except after notice and hearing on the proposed increase. Notice of the proposed increase must be mailed to all affected licensees at least 30 days before the date set for the hearing.

**2021 COMMUNITY DEVELOPMENT FEES (Approved 12/15/2020)**

Administrative Adjustment (Lot Split)		\$100.00
Appeal		\$300.00
Awning Permit		\$25.00
Building Inspection (After Hours)		\$100.00
Capacity Availability Fee	Per Residential Unit	\$940.00
Chickens - initial fee		\$50.00
Chickens - renewal fee		\$25.00
Comp Plan Amendment		\$300.00
Conditional Use Permit		\$400.00
Demolition Permit - Accessory Structure		\$25.00*
Demolition Permit- Residential Building		\$50.00*
Demolition Permit - Commercial Building		\$100.00*
Fence Permit		\$25.00
Grading Permit	Per Excavation	\$ 25.00 plus \$1.00 per 1000 sq. ft. of lot area of graded area
Gravel Mining Renewal/Borrow Pit		\$300.00
House Moving Permit		\$300.00
I&I Point of Sale Inspection		\$100.00
Loan Application Fee		\$350.00
Planned Unit Development		\$400.00
Plumbing Permit Fees	Basic Fee	\$25.00*
	Plus per Fixture Fee and/or	\$10.00
	Water Heater Fee	\$10.00
Private Revenue Bond Financing Fee		\$5,000.00
Property Rezoning		\$400.00
Residential Door & Window Replacement		\$500 value per opening
Residential Reroof		\$100.00*
Residential Reside		\$100.00*
Sign Permit	Per Sq. Ft.	\$1.00 \$10.00 minimum
Site Locate Permit (e.g. Sheds under 200 sf)		\$25.00
Site Plan Review (Design Standards)		\$300.00
Preliminary Plat		\$400.00
Final Plat		\$300.00
New Subdivision Review Deposit		\$1,500 plus actual cost for engineer, attorney, and misc.
Street or Utility Easement Vacation		\$350.00
Tax Abatement Application		\$5,000.00
Tax Increment Financing Application		\$15,000.00
Variance		\$350.00
Wetland Certificate of Compliance		\$100.00
Wetland Certificate of Exemption		\$100.00
Wetland Certificate of No Loss		\$100.00
Wetland Mitigation Permit		\$ 350.00 plus \$5.00 per acre
Zoning Amendment, Text		\$300.00
Zoning Ordinance Copy		\$ 40.00 plus postage

\*plus State Surcharge

**2021 PLANNING AND ZONING - Building Permit Fees (Approved 12/15/2020)**

<u>Total Valuation</u>	<u>City Fee</u>
\$1.00 to \$500.00	\$23.00
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$893.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof.

**State Surcharge:** .05% x Total Valuation for values \$1,000,000 and less. For total values over \$1,000,000 the surcharge shall be in accordance with MN Statute 16B.70, Subdivision 1, Subparts (2) through (6).

Plan Checking Fees, if required, shall be assessed at 65% of the City Building Permit Fee.

New Homes  
Commercial

Plan Check Fees for Garages and Decks \$40.00

**City of Cloquet**  
**2021 Building Permit Fees**  
**(Approved 12/15/2020)**

<u>Value of Work</u>	<u>City Charge</u>	<u>State Surcharge</u> 0.5% of exact value	<u>Total Fee</u>
1 - 500	23.00	0.25 (500)	\$ 23.25
501 - 600	26.55	0.30 (600)	\$ 26.85
601 - 700	29.60	0.35 (700)	\$ 29.95
701 - 800	32.65	0.40 (800)	\$ 33.05
801 - 900	35.70	0.45 (900)	\$ 36.15
901 - 1,000	38.75	0.50 (1,000)	\$ 39.25
1,001 - 1,100	41.80	0.55 (1,100)	\$ 42.35
1,101 - 1,200	44.85	0.60 (1,200)	\$ 45.45
1,201 - 1,300	47.90	0.65 (1,300)	\$ 48.55
1,301 - 1,400	50.95	0.70 (1,400)	\$ 51.65
1,401 - 1,500	54.00	0.75 (1,500)	\$ 54.75
1,501 - 1,600	57.05	0.80 (1,600)	\$ 57.85
1,601 - 1,700	60.10	0.85 (1,700)	\$ 60.95
1,701 - 1,800	63.15	0.90 (1,800)	\$ 64.05
1,801 - 1,900	66.20	0.95 (1,900)	\$ 67.15
1,901 - 2,000	69.25	1.00 (2,000)	\$ 70.25
2,001 - 3,000	83.25	1.50 (3,000)	\$ 84.75
3,001 - 4,000	97.25	2.00 (4,000)	\$ 99.25
4,001 - 5,000	111.25	2.50 (5,000)	\$ 113.75
5,001 - 6,000	125.25	3.00 (6,000)	\$ 128.25
6,001 - 7,000	139.25	3.50 (7,000)	\$ 142.75
7,001 - 8,000	153.25	4.00 (8,000)	\$ 157.25
8,001 - 9,000	167.25	4.50 (9,000)	\$ 171.75
9,001 - 10,000	181.25	5.00 (10,000)	\$ 186.25
10,001 - 11,000	195.25	5.50 (11,000)	\$ 200.75
11,001 - 12,000	209.25	6.00 (12,000)	\$ 215.25
12,001 - 13,000	223.25	6.50 (13,000)	\$ 229.75
13,001 - 14,000	237.25	7.00 (14,000)	\$ 244.25
14,001 - 15,000	251.25	7.50 (15,000)	\$ 258.75
15,001 - 16,000	265.25	8.00 (16,000)	\$ 273.25
16,001 - 17,000	279.25	8.50 (17,000)	\$ 287.75
17,001 - 18,000	293.25	9.00 (18,000)	\$ 302.25
18,001 - 19,000	307.25	9.50 (19,000)	\$ 316.75
19,001 - 20,000	321.25	10.00 (20,000)	\$ 331.25
20,001 - 21,000	335.25	10.50 (21,000)	\$ 345.75
21,001 - 22,000	349.25	11.00 (22,000)	\$ 360.25
22,001 - 23,000	363.25	11.50 (23,000)	\$ 374.75
23,001 - 24,000	377.25	12.00 (24,000)	\$ 389.25
24,001 - 25,000	391.25	12.50 (25,000)	\$ 403.75
25,001 - and over:	See complete fee schedule		



**2021 PLANNING AND ZONING - Mechanical Permit Fees (Approved 12/15/2020)**

**NOTE: This is a Fixed Fee based permit schedule. Applies to new and/or replacement appliances/systems.**

Basic Permit Fee \$25.00 \*

**Unit Fee Schedule**

**(Applies to new and/or replacement appliances/systems)**

Per Furnace, Boiler, Compressor and/or Absorption Unit up to and including 100,000 Btu/h (29.3W) or 3 horsepower (10.6kW), including associated ducts and vents attached thereto.	\$15.00
Per Furnace, Boiler, Compressor and/or Absorption Unit over 100,000 Btu/h (29.3W) or 3 horsepower (10.6kW), including associated ducts and vents attached thereto.	\$25.00
Per Air Handler and/or Heat Exchanger up to and including 10,000 cubic feet per minute (cfm) (4719Us), including ducts attached thereto.	\$15.00
Per Air Handler and/or Heat Exchanger over 10,000 cubic feet per minute (cfm) (4719Us), including ducts attached thereto.	\$25.00
Per Evaporative Cooler/Central Air Conditioner, including attached ducts and vents.	\$15.00
Per Incinerator, domestic-type or commercial/industrial, including attached ducts and vents.	\$20.00
Miscellaneous. For each appliance or piece of equipment regulated by the Mechanical Code but not classified in other appliance categories, or for which no other fee is listed in the table. (i.e. water heaters)	\$15.00

The total fee for a Mechanical Permit shall include the sum of the Basic Permit Fee plus the Unit Fee or Fees.

**2021 PUBLIC WORKS-EQUIPMENT RENTAL (Approved 12/15/2020)**

<u>Equipment</u>	<u>Hourly Equipment Rate</u>	<u>Hourly Labor Rates Per Person</u>		
		<u>Regular Time</u>	<u>Overtime @ 1-1/2</u>	<u>Overtime @ Double Time</u>
Grader	\$ 100.00	\$ 46.00	\$ 63.00	\$ 80.00
Loader	\$ 100.00	\$ 46.00	\$ 63.00	\$ 80.00
Backhoe	\$ 80.00	\$ 46.00	\$ 63.00	\$ 80.00
Backhoe w/Breaker	\$ 130.00	\$ 46.00	\$ 63.00	\$ 80.00
Skidsteer Loader	\$ 70.00	\$ 42.00	\$ 57.00	\$ 72.00
Skidsteer/w Mill	\$ 100.00	\$ 42.00	\$ 57.00	\$ 72.00
SnoGo	\$ 120.00	\$ 46.00	\$ 63.00	\$ 80.00
Sweeper	\$ 100.00	\$ 46.00	\$ 63.00	\$ 80.00
Vibratory Roller	\$ 70.00	\$ 42.00	\$ 57.00	\$ 72.00
Trac Excavator	\$ 150.00	\$ 46.00	\$ 63.00	\$ 80.00
Equip Trailer Mobilization	\$ 100.00			
Dump Truck	\$ 75.00	\$ 42.00	\$ 57.00	\$ 72.00
Sander	\$ 80.00	\$ 42.00	\$ 57.00	\$ 72.00
Bucket Truck	\$ 80.00	\$ 42.00	\$ 57.00	\$ 72.00
Pickup/Utility Truck	\$ 50.00	\$ 42.00	\$ 57.00	\$ 72.00
Sewer Vactor Jet Rodder	\$ 150.00	\$ 42.00	\$ 57.00	\$ 72.00
Steamer w/Truck	\$ 90.00	\$ 42.00	\$ 57.00	\$ 72.00
Air Compressor	\$ 50.00	\$ 42.00	\$ 57.00	\$ 72.00
Cement Mixer	\$ 30.00	\$ 42.00	\$ 57.00	\$ 72.00
Chain Saw	\$ 20.00	\$ 42.00	\$ 57.00	\$ 72.00
Cutoff Saw	\$ 30.00 plus blades	\$ 42.00	\$ 57.00	\$ 72.00
Generator	\$ 50.00	\$ 42.00	\$ 57.00	\$ 72.00
Jack Hammer	\$ 30.00	\$ 42.00	\$ 57.00	\$ 72.00
Tamper	\$ 30.00	\$ 42.00	\$ 57.00	\$ 72.00
Water Pump	\$ 30.00	\$ 42.00	\$ 57.00	\$ 72.00
Water Tapping Machine	\$ 50.00	\$ 42.00	\$ 57.00	\$ 72.00

Labor charges will include any necessary preparation and transportation time.

Time charged for equipment will include transportation time to and from job site.

Time charged for other equipment will be actual time that equipment is checked out.

Damaged or broken equipment other than normal wear will be charged to the renter.

Special services and supervisor costs may be charged at actual wage and benefit amounts.

Miscellaneous parts and supplies will be billed at cost plus 20% mark-up.



**2021 PUBLIC WORKS-UTILITIES (Approved 12/15/2020)**

<b>Storm Water Rates</b>		
Single Family Residential	Per REF	\$4.00
Duplex	1.5 REF	\$3.00
Non-residential - Impervious Surface Area	4,312 sq feet - REF	\$4.00
Utility Billing - late penalties		5%
<b>Water Meter - New</b>		
5/8" X 3/4" Disc	with connector or flange kits	\$370.00
3/4" Disc	with connector or flange kits	\$420.00
1' Disc	with connector or flange kits	\$527.00
1 1/2" Disc	with connector or flange kits	\$882.00
2" Disc	with connector or flange kits	\$1,152.00
Other service tap materials and meters		Quoted Upon Request
<b>Water Service Tap</b>		
Water Corporation Stop	3/4" & 1"	\$50/\$75
Water Curb Stop Valve	3/4" & 1"	\$80/\$115
Shutoff Curb Box	1 1/2 "	\$80.00
Turn Water On		\$40.00
Turn Water Off		\$40.00
Turn Water On or Off - After Hours		\$200.00
Delinquent Accounts - Water Restoration		payment of delinquent bills and on/off fee of \$80.00
<b>Sewer Connection Charge (if not assessed)</b>		
Single Family Residential		\$2,000.00
Commercial or Multiple Family		\$4,000.00
Sewer Tapping Saddle		\$150.00
WLSSD CAF	Per Residential Unit	\$940.00
<b>Water Connection Charge (if not assessed)</b>		
Single Family Residential		\$1,750.00
Commercial or Multiple Family	1 to 1 1/2 inch	\$3,500.00
Commercial or Multiple Family	2 inch	\$4,500.00
Commercial or Multiple Family	3 & 4 inch	TBD Upon Request
Fire Supply Line Connection Fee	4" - 8"	\$2,000.00
Contractor Water Usage Fee	Base Charge plus	\$10.00
	Usage per 1,000 gallons	\$4.05
Hydrant Use Permit	Each	\$25.00
3/4" Meter Rental	Per Day	\$5.00
3/4" Meter Rental	Per Month	\$75.00
Meter Damage Deposit		\$150.00
3" Meter Rental	Per Day	\$10.00
3" Meter Rental	Per Month	\$150.00
Meter Damage Deposit		\$1,000.00
Late Meter Return Fee		\$50.00
Water Use	Per 1,000 gallons/\$10 minimum	\$4.05
Right-of-Way Excavation Permit	Each	\$25.00
Right-of-Way Utility Franchise Permit	Annual Fee	\$200.00
Right-of-Way Occupation Permit	One Time	\$75.00

**2021 POLICE SERVICES (Approved 12/15/2020)**

Police Accident Report		\$10.00
Police Case File (Attorney)	Per Page	\$1.00
Finger Printing		\$25.00
ATV Permit	Yearly	\$10.00
Archery Bow Hunt Permit	Yearly	\$20.00
Parking Fine - Winter Parking Restrictions		\$25.00
False Alarms		
1-3 False Alarms		\$0.00
4-6 False Alarms		\$50.00
7 or more False Alarms		\$150.00
Block Parties		\$0.00

<b>2021 PARK SERVICES (Approved 12/15/2020)</b>		
<b>Park Facilities - Indoor (Chalet and Island Shelter)</b>		
Resident (Private)		\$100.00
Non-Resident (Private)		\$200.00
All	Custodial/cleaning deposit	\$100.00
<b>Park Facilities - Outdoor</b>		
Resident (Private)		\$25.00
Non-Resident (Private)		\$50.00
Cloquet Businesses or weddings		
Up to 100 people	Per Day	\$50.00
101 to 200 people	Per Day	\$75.00
Over 200 (300 max.)	Per Day	\$100.00
Non-Cloquet Businesses or weddings		
Up to 100 people	Per Day	\$100.00
101 to 200 people	Per Day	\$150.00
Over 201 to 300	Per Day	\$200.00
Major Use with over 300 people	Per Day	\$400.00
Athletic Complex		
For Hilltop, Athletic and Pinehurst Parks	Per Day	\$100.00
Plus Gate Fees or Team Fees	Payable after event \$0-\$3,500	10%
Braun Park has a City agreement covering tournaments		
*Park fees include available power, use of facilities on site, and garbage collection. Major use includes up to two additional portable toilets, one additional dumpster, barricades and street use with approval from the City. Additional toilets or dumpsters may increase your rental charge. City police will be notified of the event but will not provide security.		
<b>Senior Center (no kitchen rental)</b>		
Non-profit	4 hours/Over 4	\$50.00/\$100.00
Profit		\$200.00
All	Custodial/cleaning deposit	\$100.00
All	Alcohol damage deposit	\$100.00
<b>Pond Fees</b>		
Single Season Pass		\$49.00
Family Season Pass		\$99.00
Daycare Season Pass		\$149.00
Single Admission	Per Day	\$4.00
Group Rate (10 or more)	Per Day	\$3.50
Season passes (purchased before May 20th)	Single	\$10.00 off regular price
Season passes (purchased before May 20th)	Family	\$20.00 off regular price
Private Rentals	Per Hour	\$165.00
Birthday Parties		\$35.00
Punch Card (10 swim)		\$36.00
<b>Campground Fees</b>		
Monthly		\$500.00
Monthly (Sites with sewer hookup)		\$550.00
Per Night		\$25.00
Tents - Per Night		\$15.00
Dump Station (non-registered)		\$5.00
Firewood (campground use only)	Per bundle	\$4.00
Shower (non-registered)	Per person / per use	\$2.00
Park Dedication Fee		10% of land or cash in lieu of



**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  
Date: December 15, 2020

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**ITEM DESCRIPTION:** Liability Coverage Tort Waiver Consideration

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**Proposed Action**

Staff recommends the City Council move to accept the statutory tort limits established by the state of Minnesota for liability claims made against the City.

**Background/Overview**

As part of its liability coverage the City must make a decision, on an annual basis, to either waive or not to waive the statutory tort limits established by the State of Minnesota. Currently the City purchases insurance coverage at the statutory tort limit of up to \$500,000 on any claim to which the statutory tort limits apply. Waiving the statutory tort limit would require the City to purchase additional liability coverage in the amount the City wishes to raise its limit to.

**Financial/Budget/Grant Considerations**

There should be no additional cost to the City to retain the current Statutory Tort Limits

**Supporting Documentation Attached**

- LMC Liability Coverage – Waiver Form

## LIABILITY COVERAGE – WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org).**

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.



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LMCIT Member Name:


---

*Check one:*

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: 12/15/20

Signature:  Position: City Administrator



Community Development Department  
101 14<sup>th</sup> ST • Cloquet MN 55720  
Phone: 218-879-2507 • Fax: 218-879-6555

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To: Mayor and Cloquet City Council  
From: Holly Hansen, Community Development Director  
Reviewed By: Tim Peterson, City Administrator *TCP*  
Date: December 15, 2020

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**ITEM DESCRIPTION: MHFA 2021 Minnesota City Participation Program Commitment Agreement**

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**Proposed Action**

Staff recommends Council approve the MHFA 2021 Minnesota City Participation Program Application and Commitment Agreement for submission to the state between the required timeframe of January 2<sup>nd</sup> and 15<sup>th</sup>.

**Background/Overview**

This will mark the 5<sup>th</sup> year of Cloquet's involvement in this program which has been instrumental in providing local first-time homebuyer and down payment/closing cost loan programs which the City does not have designated funding for to administer. Eligible loans must be located within Cloquet City limits and the borrower's income must be at or below 80% of area median income (Carlton County's income is part of the Duluth-Superior Metropolitan Statistical Area). The provided funding by MHFA is on a per capita basis (population), with each applicant allocated a minimum of \$100,000. In 2020, Cloquet was allocated \$171,899.11 in designated program bonding funds and as of the end of October, used \$1,262,813 (*spilling over into the statewide pool of funding*), translating into 8 loans totaling \$996,816 and \$265,997 towards down payment loans.

MHFA manages the Minnesota City Participation Program (MCP), which uses the Tax-Exempt Bond Housing Pool Allocation authorized by the Office of Minnesota Management and Budget (MMB) to enable cities to provide first-time homebuyer loans in their communities. Under the MCP Program, Minnesota Housing can sell bonds on behalf of local governments to assist them in meeting local housing goals pursuant to Minnesota Statutes 474A.061 Subd. 2a. Minnesota's statute 474A.061, Manufacturing, Housing and Public Facilities Pools (aka the "Housing Pool"), allows Minnesota Housing to access additional bonding authority through an application process administered by Minnesota Housing from January 2 through January 15 annually. In accordance with that statute, cities apply to MHFA annually for such authority. Attached on page 3 are a few MCP Program slides illustrating the program and income thresholds.

**Policy Objectives**

Housing is a key goal of the Cloquet EDA and this program benefits borrowers whose income is at or below 80% of area median income for single-family home purchases for first time home buyers. By partnering with MHFA, eligible first-time home buyers in Cloquet will have access to affordable Start Up Loan Program, Step Up Loan program, and Down payment and Closing Cost Loans from approved participating Cloquet banks.

To Mayor and Council  
MHFA Participation  
December 15, 2020  
Page 2

**Financial/Budget/Grant Considerations**

In 2021, three state approved Cloquet financial institutions will use the program, they are North Shore Bank, US Bank, and Frandsen Bank and Trust. There are no other costs to the City, however MHFA does require at least 50% of the allocation be used in order to participate the following year. There are no administrative fees to MHFA.

**Advisory Committee/Commission Action**

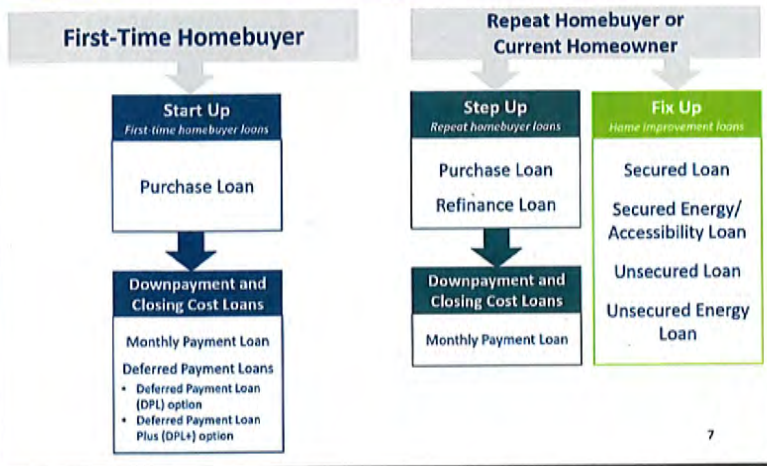
At their December 2<sup>nd</sup> meeting, EDA unanimously voted to recommend participation in the program to City Council.

**Supporting Documentation Attached**

- MCPP Program PowerPoint Slides
- 2021 MCPP Commitment Agreement



# Minnesota Housing Loans



# How it Works



# Start Up Loan Eligibility

## Minnesota Housing sets Eligibility Requirements:

- Borrower Income Limits – *on website*
- House Price Limits
  - \$340,000 in 11-County Metro
  - \$294,600 in Balance of State
- Credit Requirements per loan product guidelines
  - Minimum credit score (640)
  - Maximum Debt-to-income
  - Downpayment and closing cost loan eligibility
- Homebuyer education



# Start Up Income Limits

Household Size	11-County Metro Area	Dodge & Olmsted Counties	All Other Counties
1-2	\$103,400	\$101,200	\$91,800
3+	\$118,900	\$116,300	\$105,500

Note: MCPP Loans need to be at or below 80% AMI

**MINNESOTA HOUSING FINANCE AGENCY  
MINNESOTA CITY PARTICIPATION PROGRAM**

**PROGRAM APPLICATION  
COMMITMENT AGREEMENT**

**THIS APPLICATION AND AGREEMENT** (this "Agreement") is between City of Cloquet (the "City"), with its office at 1307 Cloquet Ave, Cloquet, MN 55720 and Minnesota Housing Finance Agency ("Minnesota Housing"), with its office at 400 Wabasha Street North, Suite 400, St. Paul, MN 55102.

**RECITALS:**

A. Minnesota Housing, under the provisions of Minn. Stat. §474A.061, Subd. 2(a) is authorized to issue qualified mortgage bonds, as that term is used in the Internal Revenue Code of 1986, as amended (the "Code"), on behalf of the City, and it will issue bonds for that purpose (the "Bonds").

B. The City applying to participate is a Minnesota city, county, city or county housing and redevelopment authority, economic development authority, port authority or a consortium of local government units, as defined by Minnesota Statutes §474A.061, Subd. 4(c).

C. Minnesota Housing has implemented Minnesota Housing Finance Agency Minnesota City Participation Program (the "Program") and will use the proceeds from the issuance of the Bonds to fund the Program.

D. The City has requested and received a set-aside of funds from the Program.

E. The City wishes to obtain a commitment by Minnesota Housing to direct Minnesota Housing's designated Master Servicer (the "Master Servicer") to purchase mortgage notes ("Mortgages") that will be originated by a lender or lenders that meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds (collectively, the "Lender").

F. Mortgages that the Master Servicer purchases pursuant to the commitment requested by the City must only be for residences located within a geographic area to be established and designated by the City.

G. Minnesota Housing is willing to issue a commitment agreeing to purchase Mortgage-Backed Securities backed by Mortgages that are (i) originated by the Lender; (ii) purchased by the Master Servicer; (iii) in accordance with the terms and conditions of this Agreement, the Program, and the Start Up Procedural Manual to be supplied by Minnesota Housing (the "Procedural Manual"), the provisions of which are hereby incorporated by reference into this Agreement as if set forth in full herein; and (iv) made to borrowers with adjusted incomes not exceeding the greater of 80 percent of statewide or area median income as calculated by Minnesota Housing.

**NOW, THEREFORE**, in consideration of the covenants contained in this Agreement, Minnesota Housing and the City agree as follows:

1. **City Requirements.** All Mortgages submitted to Minnesota Housing for purchase under the Program must comply with all of the requirements of the Program, the Start Up Procedural Manual and this Agreement.

2. **Commitment and Commitment Amount.** The City, which applied in January 2021 for a commitment, hereby requests that Minnesota Housing cause its Master Servicer to purchase Mortgages that have been originated by the Lender and meet the requirements of, and are made in accordance with the provisions of, this Agreement, the Program, and the Procedural Manual. Minnesota Housing, by accepting this Agreement, commits to the purchase of those Mortgages in the aggregate principal amount (the "Commitment Amount") to be determined and allocated

by Minnesota Housing in accordance with Minnesota Statutes §474A.061, Subd. 4(d), and provided to the City.

The Master Servicer will only purchase Mortgages pursuant to this Agreement securing property that, and borrowers who, satisfy the requirements and provisions of this Agreement, the Program, and the Procedural Manual. The City acknowledges that the commitment is effective upon the approval thereof by Minnesota Housing and the delivery of a copy of this Agreement by Minnesota Housing to the City.

3. **Lender Qualifications.** Lenders must meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds.

4. **Commitment Term.** The term of this Agreement and the City's participation in the Program (the "Commitment Term") will commence on January 16, 2021 and shall continue through November 30, 2021. This Agreement, and the City's participation in the Program, will automatically terminate, without the need for any action by either party hereto, at the end of the Commitment Term.

5. **Set-Aside Term.** The Commitment Amount will be set-aside and held by Minnesota Housing for the sole use by the City for a period of time to be established by Minnesota Housing, in its sole option and discretion, provided, however, that time period will not be less than six months (the "Set-Aside Term") commencing on a date to be selected and specified by Minnesota Housing. Minnesota Housing will notify the City in writing of the date on which the Set-Aside Term commences.

Any portion of the Commitment Amount not reserved for the purchase of qualifying Mortgages as of the end of the Set-Aside Term shall be canceled and returned to Minnesota Housing for redistribution under the Program. In addition, any portion of the Commitment Amount reserved for Mortgages that are not delivered to the Master Servicer for purchase within the time period delineated in the Procedural Manual for that purchase, will be canceled and Minnesota Housing will redistribute that amount under the Program. Minnesota Housing may make any funds available to the Program at the end of the Commitment Term for mortgage loans that are eligible to be financed with proceeds of the Bonds.

6. **Commitment Fees.** There is no commitment fee payable by the City for the commitment by Minnesota Housing to the purchase by the Master Servicer of qualifying Mortgages.

7. **Purchase Price.** The purchase price of each Mortgage to be purchased by the Master Servicer pursuant to this Agreement will be as set forth in the requirements of the Procedural Manual and posted on Minnesota Housing's website.

8. **Mortgage Terms.** The terms and conditions for all Mortgages, including but not limited to the interest rate, will be set from time to time by Minnesota Housing, at its sole option and discretion, and communicated to the Lender in accordance with the procedures set forth in the Procedural Manual.

9. **Area Limitation.** Minnesota Housing, pursuant to this Agreement, is required to purchase only those Mortgages that are for residences located within a geographic area to be established and designated by the City.

10. **Servicing.** The servicing of Mortgages shall be the sole responsibility of the Master Servicer or one or more other entities that Minnesota Housing may designate in its sole discretion.

11. **Contract Documents.** The purchase by the Master Servicer of each Mortgage pursuant to Minnesota Housing's commitment is a contract consisting of this Agreement and the provisions and requirements contained in the Procedural Manual, with all amendments and supplements thereto in effect as of the date of Minnesota Housing's acceptance of this Agreement.

12. **Paragraph Captions and Program Headings.** The captions and headings of the paragraphs of this Agreement are for convenience only and will not be used to interpret or define the provisions thereof.

13. **Applicable Law.** This Agreement is made and entered into in the State of Minnesota, and all questions relating to the validity, construction, performance and enforcement hereof will be governed by the laws of the State of Minnesota.

14. **Agreement Conditional Upon Minnesota Housing Approval.** This Agreement will be a binding obligation of Minnesota Housing upon its execution by Minnesota Housing and delivery of a copy of the same to the City; provided, however, Minnesota Housing may, in its sole option and discretion, any time on or after January 16, 2021 revoke such obligation and terminate this Agreement if the City has not fully executed and returned a fully executed original hereof to Minnesota Housing. That revocation and termination will be accomplished and evidenced by Minnesota Housing notifying the City thereof by way of a "Certified Letter - Return Receipt Requested" addressed and delivered to the City. Upon revocation and termination this Agreement will be null and void and of no force or effect.

15. **Issuance of Bonds.** The City hereby authorizes Minnesota Housing to issue, on behalf of the City, qualified mortgage bonds, as that term is used in the Code, in an amount equal to the Commitment Amount, and Minnesota Housing agrees to issue those bonds if and when federal law authorizes and Minnesota Housing deems it is economically feasible to do so.

(THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City has executed this Agreement this \_\_\_\_\_ day of  
(Day)

\_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

**CITY: City of Cloquet**

By: \_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Name of Authorized Officer)

**Minnesota Housing APPROVAL**

Minnesota Housing hereby accepts the above Program Application-Commitment Agreement and approves and grants participation in the program.

**MINNESOTA HOUSING FINANCE AGENCY**

By: \_\_\_\_\_  
Kasey Kier

Its: Assistant Commissioner, Single-Family Division

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.





## 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: City Council  
From: Caleb Peterson, Public Works Director  
Reviewed By: Tim Peterson, City Administrator *TCP*  
Date: December 15, 2020

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**ITEM DESCRIPTION:** Pine Valley Arena Change Order No. 1.

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#### **Proposed Action**

Staff recommends the City Council approve change order No. 1 to City Contract 1095.

#### **Background/Overview**

Work is essentially complete to replace the floor piping and upgrade the ice plant at the Pine Valley Area under City Contract 1095. This work was originally awarded to Commercial Refrigeration for the low bid amount of \$480,669.00; a substantial savings from the budget estimate of \$765,000. After construction began, the discovery of significant deterioration of the existing boards and stands resulted in supplemental contracts with Boldt and Rink Systems for further demolition, concrete curb installation and board replacement. These contracts totaled a not to exceed estimate of \$175,000 at the time. With work now complete, staff expects these numbers to come in slightly lower than estimated.

Change order No.1 to the Commercial Refrigeration contract is for \$13,500 and deals with replacement of existing sand that was contaminated with scrap steel from the last floor system. This scrap material would have endangered the longevity/reliability of the new HDPE coolant pipes. The arena project engineer has reviewed this request and found it to be necessary and cost feasible.

#### **Policy Objectives**

N/A.

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

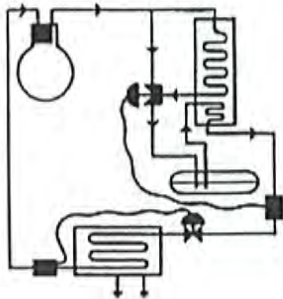
The budget estimate for this project was \$765,000. With work complete, staff estimates the project total including supplemental contracts and this change order at approximately \$800,000. This project was funded using sales tax proceeds.

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

N/A.

#### **Supporting Documents Attached**

- Change Order #1



## COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo  
Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066  
Virginia, Minnesota 55792

## Change Order Request #1

November 9, 2020

McKinstry  
Attn: Marcus Thomas  
1970 Oakcrest Avenue  
Suite 310  
Roseville, MN 55113

RE: Pine Valley Ice Arena

Dear Mr. Thomas,

We are requesting a Change Order for the supply and replacement of unsuitable soils as per the correspondence dated January 31, 2020.

**CHANGE ORDER TOTAL: \$13,500.00**

Sincerely,

*Mark Rodorigo*

Mark Rodorigo  
CFO  
Commercial Refrigeration Systems, Inc.

# Facility Audit

## BUDGET ESTIMATE

The following table represents a budget estimate for the scope described in this report. Based on Owner feedback, bid documents can be prepared in order to obtain final construction and equipment pricing.

Category	Measure	Budget Estimate
Pine Valley Arena - Sand Floor Option	Direct to Indirect Conversion and New SAND Floor	\$745,000
	Soil Replacement/Additional Soil (Allowance)	\$20,000
Pine Valley Arena - Concrete Floor Option	Direct to Indirect Conversion and New CONCRETE Floor	\$1,080,000
	Used Dasher Board & Glass System (Allowance)	\$40,000
	Alternate - New Dasher Boards in lieu of Used (Allowance)	\$175,000
	Dasher Board & Glass System Installation (Allowance)	\$20,000
	Dasher Board Concrete Anchor Installation (Allowance)	\$3,500
	Soil Replacement/Additional Soil (Allowance)	\$20,000
	Geotechnical Analysis & Soil Borings	\$10,000
Northwoods Credit Union Arena	DHU Replacement	\$350,000
	Roof Edge Safety Rail, Support Bracing & Access (Allowance)	\$25,000



## Marcus Thomas

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**From:** Scott Ward <scott.ward@b32eng.com>  
**Sent:** Monday, November 9, 2020 1:35 PM  
**To:** Marcus Thomas  
**Subject:** Cloquet Pine Valley Arena - sand and site visit

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** External Sender.

Markus,

I just spoke with Mark Roderigo with Commercial Refrigeration. I understand you need my observation of the existing sand for the rink floor and recommendation for replacement. When we visited the site during the demolition phase of this project we observed that the existing sand was full of small metal debris from the existing pipe support chairs and other debris. We do not recommend reusing this material. The new material shall be washed sand. I have requested a gradation form the contractor for review and the files.

The contractor stated they will be installing the new sand over the new rink piping tomorrow starting around 9am. I will be on-site at 8am to inspect the piping system prior to the placement of the sand.

If you have any questions, please let me know.

Scott

**Scott A. Ward, P.E.**

(Licensed: AK, AZ, CO, CT, FL, IA, IL, MA, MD, ME, MI, MN, MO, NC, ND, NE, NH, NJ, NM, NY, OH, PA, SD, TN, TX, VT, WI, WV, WY)  
President



2211 O'Neil Road, Hudson, Wisconsin 54016  
D. 715.245.8839 O. 651.256.3090 ext. 102 C. 651.492.1376  
[www.b32eng.com](http://www.b32eng.com)



**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 or Other  
Reviewed/Approved By: Tim Peterson, City Administrator  
Date: December 15, 2020

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**ITEM DESCRIPTION: JOINT POWERS AGREEMENT / COURT SERVICES RENEWAL**

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**Proposed Action**

Staff recommends the City Council move to adopt **RESOLUTION NO. 20-96**, approving the State of Minnesota Joint Powers Agreement with the City of Cloquet; and **RESOLUTION NO. 20-97**, approving the State of Minnesota Court Data Services Subscriber Amendment.

**Background/Overview**

The Department of Public Safety, Bureau of Criminal Apprehension (BCA) has notified the City of Cloquet that the Joint Powers Agreements with the City on behalf of the City Prosecutor and the Police Department both need to be renewed, along with a Court Services Amendment for each. These documents allow our City Attorney's office and the Cloquet Police Department access to the Criminal Justice Data Communications Network and Court Services Data to assist with criminal investigation and prosecution. This provides access to criminal histories, driving records, vehicle records, confidential court records in criminal matters, eCharging and other necessary access for the investigation and prosecution of criminal activity.

**Financial/Budget/Grant Considerations**

None.

**Advisory Committee/Commission Action**

None

**Supporting Documentation Attached**

- Resolution 20-96, approving the State of Minnesota Joint Powers Agreement with the City of Cloquet
- Cloquet Prosecuting Attorney Master Joint Powers Agreement
- Cloquet Police Department Master Joint Powers Agreement
- Resolution 20-97, approving the State of Minnesota Court Data Services Subscriber Amendment
- Cloquet Prosecuting Attorney Court Amendment
- Cloquet Police Department Court Amendments

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

**RESOLUTION NO. 20-96**

**RESOLUTION APPROVING STATE OF MINNESOTA  
JOINT POWERS AGREEMENT WITH THE CITY OF CLOQUET  
ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA**, as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Cloquet on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That Police Chief Derek Randall, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the prosecuting attorney William T. Helwig, or his successor, is designated the Authorized Representative for the Prosecuting Attorneys. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Roger Maki, Mayor for the City of Cloquet, and Tim Peterson, City Clerk/Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS  
15th DAY OF DECEMBER, 2020.**

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

ATTEST:

\_\_\_\_\_  
Tim Peterson, City Clerk/Administrator

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Cloquet on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must



keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### 3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### 4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is William Helwig, City Attorney, 813 Cloquet Ave, Cloquet, MN 55720, (218) 879-3363 or his/her successor.

### 5 Assignment, Amendments, Waiver, and Contract Complete

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

## 7 Audits

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

**9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

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

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government

Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. AGENCY**

Name: Roger Maki

Signed: \_\_\_\_\_

Title: Mayor of the City of Cloquet

Date: \_\_\_\_\_

Name: Tim Peterson

Signed: \_\_\_\_\_

Title: City Clerk/Administrator

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Cloquet on behalf of its Police Department ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### 3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Three Hundred Ninety dollars (\$390.00) or a total annual cost of One Thousand Five Hundred Sixty dollars (\$1,560.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### 4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Derek Randall, Police Chief, 101 14<sup>th</sup> St, Cloquet, MN 55770, (218) 879-1247 or his/her successor.

### 5 Assignment, Amendments, Waiver, and Contract Complete

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

## 7 Audits

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### 9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a



collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

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

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. AGENCY**

Name: Roger Maki

Signed: \_\_\_\_\_

Title: Mayor of the City of Cloquet

Date: \_\_\_\_\_

Name: Tim Peterson

Signed: \_\_\_\_\_

Title: City Clerk/Administrator

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

**RESOLUTION NO. 20-97**

**RESOLUTION APPROVING STATE OF MINNESOTA  
COURT DATA SERVICES SUBSCRIBER AMENDMENT  
TO CJDN SUBSCRIBER AGREEMENT**

**WHEREAS**, the City of Cloquet desires to enter into an amendment to the existing Criminal Justice Data Communications Network (CJDN) Subscriber Agreement between the Bureau of Criminal Apprehension and City on behalf of the Police Department (SWIFT Contract number 181875) and the Criminal Justice Data communications Network (CJDN) Subscriber Agreement between the Bureau of Criminal Apprehension and City on behalf of the Prosecuting Attorney (SWIFT Contract number 181876) for the purpose of adding the Court as a party to each of said Subscriber Agreements to allow continued access to court data services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA**, as follows:

1. That the Court Data Services Subscriber Amendment to the CJDN Subscriber Agreements identified above (SWIFT Contract numbers 181875 and 181876) are hereby approved.
2. That Police Chief Derek Randall, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the prosecuting attorney William T. Helwig, or his successor, is designated the Authorized Representative for the Prosecuting Attorneys. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Roger Maki, Mayor for the City of Cloquet, and Tim Peterson, City Clerk/Administrator, are authorized to sign the Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS  
15th DAY OF DECEMBER, 2020.**

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

ATTEST:

\_\_\_\_\_  
Tim Peterson, City Clerk/Administrator

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Cloquet on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 181876, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data

Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be

amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited.

Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.**

During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data

Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its



licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's

Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Roger Maki

Signed: \_\_\_\_\_

Title: Mayor of the City of Cloquet

Date: \_\_\_\_\_

Name: Tim Peterson

Signed: \_\_\_\_\_

Title: City Clerk/Administrator

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Cloquet on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 181875, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties



required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

**1. AGENCY**

Name: Roger Maki

Signed: \_\_\_\_\_

Title: Mayor of the City of Cloquet

Date: \_\_\_\_\_

Name: Tim Peterson

Signed: \_\_\_\_\_

Title: City Clerk/Administrator

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_





**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 *TP*  
Date: December 15, 2020

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**ITEM DESCRIPTION:** Identifying Polling Locations

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**Proposed Action**

The City currently utilizes six different polling sites in a number of different private/public properties that correspond in location to the different wards/precincts within our community.

The following are the City's current sites:

- Ward 1 - Journey Christian Church, 1400 Washington Avenue
- Ward 2 - Garfield, 302 - 14th Street
- Ward 3 - Cloquet City Hall, 101 14<sup>th</sup> Street
- Ward 4 - Cloquet National Guard Armory, 801 Highway 33 South
- Ward 5-1 - Our Redeemer Church, 515 Skyline Boulevard
- Ward 5-2 - Fond du Lac Head Start, 1720 Big Lake Road

Staff is recommending 3 options for changes to the following polling sites beginning in 2021:

Option 1:

- Ward 2 – Garfield move to the Cloquet Public Library
- Ward 5-2 – Fond du Lac Head Start combine with Ward 4 at the National Guard Armory
- Wards 1, 3, 4, 5-1 remain at their current locations

Option 2:

- Ward 2 – Garfield move to the Cloquet Public Library
- Ward 5 (2) – Fond du Lac Head Start combine with Ward 5 (1) at Our Redeemer Lutheran Church
- Wards 1, 3, 4, 5-1 remain at their current locations

Option 3:

- Ward 2 – Garfield move to the Cloquet Public Library
- Wards 1, 3, 4, 5-1, 5-2 remain at their current locations

In options 1 and 2, the National Guard Armory and Our Redeemer Lutheran Church are large enough to accommodate Ward 5-2 by separating the spaces into two areas.

For option 3, the new library addition is large enough to accommodate the number of Ward 2 voters as well as having a separate entrance and large parking lot.



To Mayor and Council  
Identifying Polling Locations  
December 15, 2020  
Page 2

**Policy Objectives**

Minnesota Statute states that the governing body must annually designate polling locations for every precinct. Carlton County will notify Ward 2 and Ward 5-2 residents of any changes in voting location.

**Financial/Budget/Grant Considerations**

None.

**Advisory Committee/Commission Action**

None.

**Supporting Documentation Attached**

- Resolution No. 20-95 (3 options)
- December 7, 2020 Letter from K. Dupuis

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

**RESOLUTION NO. 20-95**

**IDENTIFYING POLLING SITES FOR 2021**

**WHEREAS,** The City Council of the City of Cloquet, Carlton County, Minnesota, does hereby recognize the constitutional rights to individual voter privacy; and

**WHEREAS,** The City is required to notify Carlton County of its proposed polling sites for 2021.

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

That the City of Cloquet hereby approves the following polling sites:

- Ward 1 - Journey Christian Church, 1400 Washington Avenue
- Ward 2 - Cloquet Public Library, 320 14th Street
- Ward 3 - Cloquet City Hall, 101 14<sup>th</sup> Street
- Ward 4 - Cloquet National Guard Armory, 801 Highway 33 South
- Ward 5 (1) - Our Redeemer Church, 515 Skyline Boulevard
- Ward 5 (2) - Cloquet National Guard Armory, 801 Highway 33 South

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15<sup>TH</sup> DAY OF DECEMBER 2020.**

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

ATTEST:

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

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

**RESOLUTION NO. 20-95**

**IDENTIFYING POLLING SITES FOR 2021**

**WHEREAS,** The City Council of the City of Cloquet, Carlton County, Minnesota, does hereby recognize the constitutional rights to individual voter privacy; and

**WHEREAS,** The City is required to notify Carlton County of its proposed polling sites for 2021.

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

That the City of Cloquet hereby approves the following polling sites:

- Ward 1 - Journey Christian Church, 1400 Washington Avenue
- Ward 2 - Cloquet Public Library, 320 14th Street
- Ward 3 - Cloquet City Hall, 101 14<sup>th</sup> Street
- Ward 4 - Cloquet National Guard Armory, 801 Highway 33 South
- Ward 5 (1) - Our Redeemer Lutheran Church, 515 Skyline Blvd
- Ward 5 (2) - Our Redeemer Lutheran Church, 515 Skyline Blvd

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15<sup>TH</sup> DAY OF DECEMBER 2020.**

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

ATTEST:

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

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

**RESOLUTION NO. 20-92**

**IDENTIFYING POLLING SITES FOR 2021**

**WHEREAS**, The City Council of the City of Cloquet, Carlton County, Minnesota, does hereby recognize the constitutional rights to individual voter privacy; and

**WHEREAS**, The City is required to notify Carlton County of its proposed polling sites for 2021.

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

That the City of Cloquet hereby approves the following polling sites:

- Ward 1 - Journey Christian Church, 1400 Washington Avenue
- Ward 2 - Cloquet Public Library, 320 14th Street
- Ward 3 - Cloquet City Hall, 101 14<sup>th</sup> Street
- Ward 4 - Cloquet National Guard Armory, 801 Highway 33 South
- Ward 5 (1) - Our Redeemer Lutheran Church, 515 Skyline Blvd
- Ward 5 (2) - Fond du Lac Head Start, 1720 Big Lake Road

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15<sup>TH</sup> DAY OF DECEMBER 2020.**

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

ATTEST:

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

# Fond du Lac Band of Lake Superior Chippewa

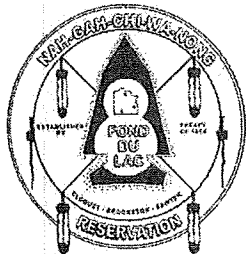
1720 Big Lake Rd.  
Cloquet, MN 55720  
Phone (218) 879-4593  
Fax (218) 879-4146

## Reservation Business Committee

December 7, 2020

The Honorable Roger Maki  
Mayor of the City of Cloquet  
101 - 14<sup>th</sup> St  
Cloquet, MN 55720

**Re: Fond du Lac Head Start Polling Site**



Chairman  
Kevin R. Dupuis, Sr.

Secretary/Treasurer  
Ferdinand Martineau, Jr.

Dist. I Representative  
Wally J. Dupuis

Dist. II Representative  
Bruce M. Savage

Dist. III Representative  
Roger M. Smith, Sr.

Executive Director,  
Tribal Programs  
Miyah M. Danielson

Executive Director,  
Tribal Enterprises  
Terry Savage

Dear Mr. Maki:

The Fond du Lac Band of Lake Superior Chippewa objects to the proposal to eliminate the Fond du Lac Head Start polling site. The Head Start polling site is essential for facilitating voting by Band members and other Fond du Lac Reservation residents. We are disappointed that the City is considering this option without consulting with the Reservation Business Committee.

The purported reasons for the change are unconvincing. We are aware of temporary staffing issues related to poll workers passing away, but those workers have now been replaced. The precinct is the smallest voting district. So, it's no surprise that it has lower turnout, but that doesn't change the importance of the polling site.

Any changes to polling sites can wait for further discussion. There is no need to eliminate the Fond du Lac Head Start polling site at the City's upcoming meeting. No elections are scheduled during 2021 and the City can wait until next year to make any changes.

We look forward to further discussions with you about this important issue.

Sincerely,

Kevin R. Dupuis, Sr.  
Chairman

Cc: City Council, 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**

---

To: Mayor and City Council  
From: James Barclay, Assistant City Administrator & HR Director  
Reviewed by: Tim Peterson, City Administrator *TCP*  
Date: December 15, 2020

---

**ITEM DESCRIPTION:** Teamsters Local Union No. 320 (Command Members) Labor Agreement Negotiations - Tentative Settlement

---

**Proposed Action**

Staff recommends that the City Council move to approve the three-year Labor Agreement between the Teamsters and the City and authorizes the Mayor and City Administrator to execute such Agreement.

**Background/Overview**

The City's current Labor Agreement with the Teamsters will expire on 12/31/20. This was a two-year Agreement negotiated in 2018. Since October 2020, the City has been negotiating with this unit on a variety of terms and conditions of employment.

The Union and City have reached a tentative Agreement. The union voted to endorse and accept the proposed settlement in early December. The key changes of the settlement are highlighted in yellow on the attached draft agreement.

**Policy Objectives**

There are two critical statutory laws that the City must follow that relates to collective bargaining and pay. The Minnesota Public Employment Labor Relations Act (MNPELRA), MN Statutes §179A, is the primary law governing public sector collective bargaining. This law defines rights and obligations of employers and employees during union activities.

The second law which is critical is the Minnesota Pay Equity Act. This act requires that each local government analyze its pay structure for evidence of inequities. The City of Cloquet is required to report its wage and benefit results to the State of Minnesota every three years to assure that it is in compliance with this Act.

The City, in 2018, hired Springsted to analyze the City's pay structure and plan. This study represented a thorough and comprehensive review of all aspects of the City's classification compensation system. The recommendations offered in this study provided increased internal equity among positions and assured compliance with the Pay Equity Act. The proposed contractual changes are consistent with the philosophy of the plan as originally adopted by the City in 2018.

**Financial /Budget/Grant Considerations**

Wages are proposed to increase 3% for each year, 2021, 2022 and 2023. Changes agreed to in the health and welfare premium split in both Teamsters contracts will result in a net savings to the City on this health care plan of approximately \$13K annually.

**Advisory Committee/Commission Action**

The City's negotiating committee has recommended its support for approval of the proposed settlement.

**Supporting Documents Attached**

- Labor Agreement with tentative settlement language.

**DRAFT**

**LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF CLOQUET, MINNESOTA**

**AND**

**MINNESOTA TEAMSTERS PUBLIC AND LAW  
ENFORCEMENT EMPLOYEES' UNION, LOCAL #320**

**JANUARY 1, 2021 THROUGH DECEMBER 31, 2023**

# **DRAFT**

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# **DRAFT**

## **ARTICLE 1. INTRODUCTION**

- 1.1 This Agreement is entered into between the City of Cloquet, hereinafter referred to as "Employer," and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320, hereinafter referred to as the "Union". The intent and purpose of this Agreement is to include the terms of the negotiated agreement on terms and conditions of employment required under the Public Employment Labor Relations Act.

## **ARTICLE 2. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative of all licensed essential supervisory employees employed by the Employer in the classifications of Police Chief and Commander, who are public employees within the meaning of Minnesota Statutes, Section 179A.03, subd. 14, excluding confidential and all other City employees.

## **ARTICLE 3. DEFINITIONS**

- 3.1 Union: Teamsters General Local Union 320.
- 3.2 Employer: The City of Cloquet.
- 3.3 Employee: An Employee in the appropriate unit that the Union is the exclusive representative of.

## **ARTICLE 4. UNION SECURITY**

- 4.1 The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) representing the bargaining unit upon execution of this Agreement and thereafter promptly certify to the Employer any successor business representative(s) representing the bargaining unit.
  - A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
    1. There shall be no more than 1 steward.
    2. The Employer agrees to allow the steward a reasonable amount of time off for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption. The employer must approve the time off. The steward shall notify the Employer upon resumption of their work.

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- B. A non-employee business representative of the Union, previously certified to the Employer as provided herein, may, with prior notice to and approval of the Employer, come on the premises of the Employer for the purpose of bargaining and processing grievances.
- 4.2 In recognition of the Union as the exclusive representative:
- A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and
  - B. The Employer shall remit such deductions as requested by the Union; and
  - C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of Section 2 of this Article.

### **ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all staffing, facilities, methods, and equipment; to establish, modify, and eliminate functions, positions, job classifications, and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organization structure; to select, direct and determine the number of and specific personnel; to establish work schedules and working hours; to assign Employees hours of work, overtime, duties, tasks, and jobs; to hire, promote, transfer, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reason; to make and enforce reasonable rules and regulations; to contract for goods and services; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this Agreement to the extent practicable; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement, are retained by the Employer.
- 5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.
- 5.4 The Employer's rights specified in Section 5.1 above will not be deemed to exclude other inherent management rights or management functions not expressly delegated in this Agreement.



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- 5.5 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### **ARTICLE 6. INSURANCE**

- 6.1 The City will offer a group health insurance plan. All plan provisions are governed by the Summary Plan Description (SPD) and not by the labor contract. However, this Article is not to be construed as limiting the Employer to any set insurance carrier.
- 6.2 Each regular employee shall be covered under the Teamsters Health Insurance Plan(s) for each employee who has been on the payroll thirty days (30) or more.
- 6.3 The City shall pay a minimum of eighty (80%) percent of the monthly premium for coverage as offered by the Teamster's health insurance plan. the City. The City shall deduct from each eligible and enrolled Employee's salary or wages the remaining amount but not more than twenty (20%) percent of such premiums.

Beginning January 1, 2021, any premium cost in excess of nine hundred and eighty six dollars shall be paid thirty (30) percent by the employee and seventy (70) percent by the Employer. Such contributions shall be limited only for the premiums of the Teamsters Local 346 Health Plan E, Dental Plan G, and Vision Plan F. The figures contained herein are intended for the sole purpose to assists employees with these insurances. Under no circumstances will the City's overall contribution exceed 80% of an employee's premium cost.

- 6.4 An employee may opt out of the Teamster's health insurance plan upon provision of proof of other health insurance coverage during annual open enrollment period each year. Employees electing to opt out shall receive a \$187.50 quarterly payment (\$750 total per year) paid with the last payroll of each quarter. An employee may only re-enroll in the health plan upon a qualifying event as determined by the IRS and/or health insurance carrier. Upon re-enrollment, no further payments shall be required. The quarterly payment shall be made to the employee's existing HRA account. In the case the employee/employee's spouse is otherwise contributing to an HSA the payment shall be made to the employee's deferred compensation account. Failure to meet opt-out criteria during the City's annual open-enrollment period will result in automatic enrollment in single insurance coverage.
- 6.5 Both parties agree to open the agreement for the discussion of Article 6 – Insurance, if the Teamsters make coverage changes available during the term of this agreement. The Union will inform the City of any such coverage options and agreement must be reached between the Union and the City prior to the City being obligated to any change in City share of expense.



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- 6.6 By the execution of this Agreement the City authorizes the Employers Association which are party hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- 6.7 **Claims-Against the Employer:** The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.
- 6.8 **Duration of Insurance Contribution:** An employee is eligible for Employer contributions as provided in this Article as long as the employee is employed by the Employer. Upon termination of employment, all insurance benefits shall cease as well as all employer participation and contribution shall cease effective on the first non-working day.
- 6.9 Employer agrees to provide insurance to protect officers in the event that officers are charged with false arrest, etc. up to the maximum of exposure of Minnesota Statutes 466.01 et. seq. or the maximum of the City's insurance coverage, whichever is greater.
- 6.10 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as comply with the Act and avoid any penalties, taxes or fines for the Employer.
- 6.11 Each regular employee shall be insured with a \$50,000 term life insurance policy.

### **ARTICLE 7. PROBATIONARY PERIOD**

- 7.1 All newly hired or rehired Employees will serve a twelve (12) month probationary period (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the Employee and Union. At any time during the probationary period an Employee may be disciplined or terminated at the sole discretion of the Employer.
- 7.2 The probationary period shall also apply to all promotions to a job classification with higher duties and responsibilities and base pay rate on a regular and ongoing basis and reclassifications within the bargaining unit. If, during the promotional or reclassification probationary period, the Employee does not meet the Employer's standards of performance, the Employee may be disciplined, demoted to his or her previous classification, or terminated at the sole discretion of the Employer.

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## **ARTICLE 8. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE**

### **8.1 DEFINITION OF A GRIEVANCE**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

### **8.2 UNION REPRESENTATIVES**

The Employer will recognize Representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors within five days of such designation.

### **8.3 PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union representative shall be allowed a reasonable amount of time without pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

### **8.4 PROCEDURE**

Grievances, as defined by Section 8.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the first occurrence of the event constituting such alleged violation, sign and present such grievance in writing to the City's Human Resource Director as designated by the Employer. The Employer designated Step 1 representative must receive the grievance. The Employer designated Step 1 representative will discuss the matter with the grievant and Union representative and give an answer to such Step 1 grievance to the Union representative within ten (10) calendar days after discussion.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, shall be signed by the grievant and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.



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Step 2. If appealed to Step 2, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative (City Administrator). The Employer designated Step 2 representative must receive the grievance. The Employer-designated representative shall give the Union representative the Employer's Step 2 answer in writing within ten (10) calendar days after discussion of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer designated Step 3 representative must receive the grievance. The Employer-designated representative shall give the Union representative the Employer's answer in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3.

Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of such Step 3 grievance final answer shall be considered waived. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3.

Step 4. The Union shall notify the Employer of a grievance unresolved in Step 3 and appealed to Step 4 in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to mediation.

A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER's final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of that the Union is submitting the matter to arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a list of arbitrators. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of



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Mediation Services. The Union must contact the Employer within ten (10) calendar days of the date that the Bureau of Mediation Services has mailed the parties a list of arbitrators in order to strike arbitrators or notify the Employer of an objection to the list of arbitrators. The Employer will have a similar obligation to the Union to be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The matter will be then be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act.

- 8.5 A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions on whether the Employer violated any law, rule, or regulation, except to determine whether a decision would be contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented. Any award issued by an arbitrator will only be in force and effect while the labor contract in force and effect at the time that the grievance arose is in force and effect.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. Testimony or participation of other Employees will not be paid by the Employer except as provided in this Article or as otherwise required by law. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

### 8.6 WAIVER

If a grievance is not presented within the time limits set forth above or fails to comply with any other requirements in this Article, it shall be considered waived. If a grievance is not appealed to the succeeding Step within the specified time limit or any agreed or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union.

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### **8.7 NO GROUP OR CLASS ACTION GRIEVANCES**

Class action or group grievances are not permitted pursuant to this Agreement. Grievances must personally affect the named grievant.

### **8.8 SINGLE INSTANCE**

A grievance can only involve one specific instance on one specific date of the Employer's interpretation or application the Employee and union dispute or disagree with. If a grievance does not comply with this section, such grievance is null and void.

### **8.9 CHOICE OF REMEDY**

If the event giving rise to the grievance is appealed to any procedure other than the grievance procedure in this Article at any time, the matter is not subject to the grievance procedure in this Article nor arbitration under such procedure.

## **ARTICLE 9. DISCIPLINE**

9.1 Nothing in the Agreement shall abridge the Employer's right to discipline. Any such written discipline for Employees not in their probationary period may be pursued as a grievance under the grievance procedure in Article 8.

## **ARTICLE 10. HOLIDAYS**

10.1 The following legal holidays shall be observed:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Eve Day
1 Floating Holiday	Christmas Day

There shall be no banking or carryover from year to year of any holiday listed above.

10.2 If a holiday falls on a Saturday, the preceding Friday shall be considered a legal holiday. If a holiday falls on a Sunday, the following Monday shall be considered a legal holiday.

10.3 Employee must be working or on paid leave the last regular working day before holiday and first regular working day after holiday or holiday pay is forfeited.

## **ARTICLE 11. VACATION**

11.1 Regular full-time Employees shall accrue vacation leave according to the schedule detailed in Section 2. No other types of Employees are eligible for or shall accrue vacation leave with pay. A probationary Employee shall be eligible to use or be paid for accrued leave upon hire.



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- 11.2 Any eligible Employee who has been continuously employed by the City shall be credited with vacation according to the following schedule:

<u>Years of Continuous Service</u>	<u>Hours/ Pay Period</u>	<u>Vacation Hours per year</u>	<u>Maximum Year-end Carryover into the next year</u>
0-5	3.50	91	91
6-12	5.00	130	130
13-17	6.50	169	169
18-24	8.0	208	208
25 +	9.50	247	247

During any calendar year there shall not be any limitation to the amount of vacation time that any Employee may accumulate. Employees whose accrued leave exceeds their cap on December 31 will lose all of the time that exceeds the cap.

- 11.3 Vacation shall not accrue during leaves of absence unless required under State or Federal regulations.
- 11.4 Vacation leave may be used as earned, subject to the approval of the department head to the time at which it is taken.
- 11.5 If an employee is discharged or leaves their work for their own benefit, they shall be compensated for all accrued and unused vacation at the date of separation.
- 11.6 An employee using earned vacation leave shall accrue vacation leave during such use. When a holiday or holidays shall occur during an employee's vacation, they shall not be required to use accrued vacation leave for those days.

### **ARTICLE 12. SICK LEAVE**

- 12.1 Regular full-time employees shall accumulate four (4) hours of sick leave per pay period to a maximum accumulation of nine hundred sixty (960) hours. Sick leave accumulation beyond the nine hundred sixty (960) hours shall be banked in a separate individual catastrophic sick leave account to be used only when that Employee's regular sick leave is completely exhausted in the case of a major illness or medical problem of the Employee or Employee's family member as defined under Section 2 which results in the Employee being unable to work for a period of 31 days or more. The Employer reserves the right to ask the employee for a note from a doctor excusing the absence as sick when deemed necessary by the Employer.
- 12.2 Employees shall also be allowed to use sick leave for absence necessitated by the inability of the Employee to perform the duties of his/her position by reason of illness or injury, by necessity of medical, optical, or dental care for the Employee, or by exposure to contagious disease.

Further, an Employee shall also be allowed to use up to 160 hours of sick leave in any 12 month period for absences due to illness or injury of the Employee's spouse (husband, wife), siblings, parents (biological, adoptive, and/or foster mothers, fathers, and step parents), mother-in-law, father-in-law, grandchild, grandparents, children (sons and

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daughters including biological, adopted, or foster children, stepchildren, and legal wards under age 18) and other members of the employee's household for such reasonable periods as the Employee's attendance may be necessary.

- 12.3 Each Employee shall have available two (2) days of funeral leave per year to be used for death in the Employee's immediate family as described in Section 7. This benefit shall not accrue from year to year and is separate from sick leave. After the two (2) days of leave are exhausted, additional sick leave allowance for a death in an Employee's immediate family shall be up to three (3) days per occurrence for any distance less than 250 miles and five (5) days for anyone who has to travel more than 250 miles to a funeral for an immediate family member. The maximum number of days off per occurrence is five (5) days.
- 12.4 **WORKER'S COMPENSATION**  
Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the Employee's regular pay and Workers' Compensation insurance payments as long as the Employee is eligible for Workers' Compensation insurance payments. The difference in pay shall be charged to the Employee's sick leave, vacation, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day initial waiting period shall be charged to the Employee's sick leave account less Workers' Compensation insurance payments unless the Employee elects not to use accrued sick leave and opts to not be paid for this time.
- 12.5 Misuse of sick leave benefits shall be just cause for disciplinary action and/or discharge.
- 12.6 Employees shall be allowed on a voluntary basis, to transfer sick leave from their accrued unused sick leave account to that of another Employee in need consistent with the City's Leave Donation Policy.
- 12.7 Immediate Family Definition: Immediate family shall be defined as follows: Father, Mother, Brother, Sister, Wife, Husband, Daughter, Son, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Grandparents, Grandchildren and Step-parents.
- 12.8 Upon retirement employees shall receive 33% of accumulated sick leave, not to exceed three hundred sixteen (316) hours, to be paid at the Employee's current rate of pay. Retirement means retirement of the employee after the Employee's 50th birthday, the employee has fifteen (15) years of accumulated active duty with the employer and is eligible for PERA retirement benefits.

### **ARTICLE 13. HOURS OF WORK**

- 13.1 The basic work week shall be five (5) eight (8) hour days per week, Monday through Friday.
- 13.2 All employees shall be granted a fifteen (15) minute rest period in the morning and a ten (10) minute rest period in the afternoon.



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- 13.3 Employees may work special events or projects outside “normal” scheduled shifts only when said hours are funded by external sources and result in zero (\$0.00) cost to the City i.e. pay, benefits or taxes and if the shifts for those special events or projects are not filled or able to be filled by local 346 members of the department. At no time shall Employees work a shift or bump another officer to make said shift available.

### **ARTICLE 14. WAGES**

- 14.1 Employees will be compensated as outlined in Appendix A. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern.
- 14.2 Employees below the top step will move to the next step on the pay plan upon obtaining an overall satisfactory rating on their annual performance evaluation. This step increase will be effective on the beginning of the first full pay period following the new year. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern. In no event may an employee move beyond the top step of the pay plan.

### **ARTICLE 15. SENIORITY**

- 15.1 Seniority shall be defined as the length of continuous service with the Employer.
- 15.2 The Employer shall maintain a seniority list of all employees covered by this Agreement.
- 15.3 Seniority shall terminate when an employee is separated from employment.
- 15.4 Seniority shall not accrue under the following conditions:
- 1 During a period of layoff;
  - 2 During a period of an unpaid leave of absence other than military leave or other applicable law; or
  - 3 During a period in which the employee is not in employment status.
- 15.5 Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority, ability to perform available work and work performance within the department as determined by the Employer’s review of performance evaluations, instances of counseling and discipline.
- 15.6 An employee's right to recall shall exist for twelve (12) months after the employee’s last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the Employer. It shall be the employee's duty to notify the Employer of any address change. Recall shall be based on the same criteria as layoff and

## **DRAFT**

no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the employee on layoff is qualified shall terminate all right to recall.

- 15.7 If the City restructures the command staff which results in elimination of a command staff position(s) and the layoff of an employee, the laid off employee will be ranked at the top of an eligible list for Patrol Officer job classification. The laid off employee will remain on the eligible list through the earliest of the following date: (i) 12 months after the final date of employment that resulted from the layoff; (ii) they are offered employment as a Patrol Officer, but reject the offer; or (iii) they begin employment in another job classification in the City.

### **ARTICLE 16. UNIFORMS**

- 16.1 The Employees will be provided any items and/or allowance as established by Employer.

### **ARTICLE 17. SAVINGS CLAUSE**

- 17.1 This agreement is subject to the laws of the United States, the State of Minnesota, and the City. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

### **ARTICLE 18. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 18.1 This Agreement shall represent the complete agreement between the Union and the Employer.
- 18.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 18.3 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.
- 18.4 The parties shall not be bound to continue any practice.



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**ARTICLE 19. MUTUAL CONSENT**

19.1 This Agreement may be amended any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

**ARTICLE 20. DURATION**

20.1 This Agreement will be effective January 1, 2021 and shall remain in full force and effect until December 31, 2023.

In witness whereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

FOR THE CITY OF CLOQUET

FOR TEAMSTERS GENERAL  
LOCAL 320

\_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Its City Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## Appendix "A" Wages Proposals

Increase the Compensation Schedule based upon the following:

January 1, 2021

- On 1/1/21 all employees shall receive a 3% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

January 1, 2022

- On 1/1/22 all employees shall receive a 3% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

January 1, 2023

- On 1/1/23 all employees shall receive a 3% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.



## ADMINISTRATIVE OFFICES

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Phone: 218-879-3347 • Fax: 218-879-6555  
email: [admin@cloquetmn.gov](mailto:admin@cloquetmn.gov)  
[www.cloquetmn.gov](http://www.cloquetmn.gov)

### REQUEST FOR COUNCIL ACTION

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To: Mayor and City Council  
From: James Barclay, Assistant City Administrator & HR Director  
Reviewed by: Tim Peterson, City Administrator  
Date: December 15, 2020

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**ITEM DESCRIPTION:** AFSCME Local Union No. 545 Labor Agreement - Tentative Settlement

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#### **Proposed Action**

Staff recommends that the City Council move to approve the three-year Labor Agreement between AFSCME and the City and authorizes the Mayor and City Administrator to execute such Agreement.

#### **Background/Overview**

The City's current Labor Agreement with AFSCME will expire on 12/31/20. This was a three-year Agreement negotiated in 2017. Since late October 2020, the City has been negotiating with this unit on a variety of terms and conditions of employment.

The Union and City have reached a tentative Agreement. The union voted to endorse and accept the proposed settlement at a meeting in early December. While a number of language and other format issues are being addressed in this Agreement, the key changes of the settlement are highlighted in yellow on the attached draft agreement.

#### **Policy Objectives**

There are two critical statutory laws that the City must follow that relates to collective bargaining and pay. The Minnesota Public Employment Labor Relations Act (MNPELRA), MN Statutes §179A, is the primary law governing public sector collective bargaining. This law defines rights and obligations of employers and employees during union activities.

The second law which is critical is the Minnesota Pay Equity Act. This act requires that each local government analyze its pay structure for evidence of inequities. The City of Cloquet is required to report its wage and benefit results to the State of Minnesota every three years to assure that it is in compliance with this Act.

The City, in 2018, hired Springsted to analyze the City's pay structure and plan. This study represented a thorough and comprehensive review of all aspects of the City's classification compensation system. The recommendations offered in this study provided increased internal equity among positions and assured compliance with the Pay Equity Act. The proposed contractual changes are consistent with the philosophy of the plan as originally adopted by the City in 2018.

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

Wages are proposed to increase 3% for each year, 2021, 2022 and 2023.

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

The City negotiating committee has recommended its support for approval of the proposed settlement.

#### **Supporting Documentation Attached**

- Tentative settlement terms.

**AGREEMENT**

**BETWEEN**

**THE CITY COUNCIL OF CLOQUET, MINNESOTA**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**LOCAL UNION NO. 545**

**JANUARY 1, 2021 - DECEMBER 31, 2023**



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## **CITY OF CLOQUET AND LOCAL NO. 545**

### **UNION AGREEMENT**

The City of Cloquet, Minnesota, hereinafter called "Employer," and Local No. 545 of Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called "Union," enter into the following agreement:

#### **ARTICLE I** **PURPOSE OF AGREEMENT**

The intent and purpose of this Agreement is to:

- (a) Establish certain hours, wages, and other conditions of employment; and
- (b) Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.

It is the continuing policy of the City and the Union that the provisions of this Agreement shall be applied to all Employees without regard to race, color, religious creed, national origin, sex or age. The representatives of the City and the Union in all steps of the grievance procedure and in all dealings between the parties shall comply with this procedure.

#### **ARTICLE II** **RECOGNITION**

##### **Section 1.**

The Employer, for purposes of this Agreement, recognizes the Union as the exclusive bargaining representative of all classified Employees in the classes of positions as named herein in Article VII and all other Employees subsequently hired in such positions.

##### **Section 2.**

All Employees employed by the City of Cloquet, Cloquet, Minnesota, who are public Employees within the meaning of Minnesota Statute 179A.03, Subdivision 14, as amended, excluding supervisory, confidential and essential Employees.

#### **ARTICLE III** **WAIVER**

##### **Section 1.**

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, as hereby superseded.

## **Section 2.**

This contract shall not be renegotiable during the term thereof and is intended to include only terms, grievance provisions, conditions and compensation for employment as provided for by the Public Employees Labor Relations Act.

## **Section 3.**

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this agreement or with respect to any term or condition of employment not specifically referred to or covered by this agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed, unless they mutually agree to do so.

## **ARTICLE IV** **PAYMENT OF DUES**

### **Deduction of Dues:**

Upon receipt of written notice from an Employee to deduct from their salary the monthly Union dues, the Employer shall make such payroll deduction and remit same to the Financial Secretary of the Union.

## **ARTICLE V** **EMPLOYER RIGHTS**

### **Section 1.**

The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

### **Section 2.**

The Union recognizes that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by the Employer rules, regulations, directives and orders, issued by the Employer, providing that such rules, regulations, directives and orders are not inconsistent with the provisions of this Agreement.

**ARTICLE VI**  
**EMPLOYEE RIGHTS**

**Section 1. Right to View.**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union.

**ARTICLE VII**  
**CLASSIFICATION OF DEPARTMENTS**

The classification of departments shall be as follows:

- (a) Office and Clerical
- (b) Street
- (c) Utilities
- (d) Mechanical
- (e) Engineering
- (f) Parks
- (g) Building Maintenance and Grounds

**ARTICLE VIII**  
**SENIORITY**

**Section 1.**

Seniority of new Employees shall not begin until after thirty (30) days of continuous service, at which time their seniority shall commence from the date of hiring. In consideration of new or open positions seniority will first be considered within classification then overall qualification.

**Section 2.**

Seniority rights shall be determined by the period of continuous employment, but no rights shall accrue by virtue of previous employment which has been voluntarily disrupted.

**Section 3.**

When an Employee is absent because of sickness or accident, seniority in such cases shall accrue without interruption. An Employee shall be reinstated to their former position if physically fit.

**ARTICLE IX**  
**PROBATIONARY PERIOD**

**Section 1.**

All employees will have a one (1) year probationary period in any job classification in which the employee has not served a probationary period.

**Section 2.**

At any time during the probationary period, a new hired or rehired Employee may be terminated at the sole discretion of the Employer.

**Section 3.**

At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer. If the promoted or reassigned Employee desires to return for justifiable reasons to his/her previous position, he/she must indicate the reasons(s) in writing within ninety (90) working days after being promoted/transferred.

**Section 4.**

Should an Employee wish to give up their position at any time after their promotion has become permanent, they shall revert to the lowest position in the department, provided there is an opening in such position, and shall become the lowest Employee in the department in terms of promotional seniority, and they may post for any job. If there is no opening in the department, they shall become next in line for the lowest position in the department in terms of promotional seniority.

**Section 5. Regular Part-Time Employees.**

All employees hired into a regular part-time position who are original hires, or rehires following separation, shall serve a probationary period of 1040 hours of active work (which does not include time spent on a leave of absence except as may be required by law and does not include overtime or unscheduled work). The employer may extend this probation for a period of time upon notice to the employee and Union.

**ARTICLE X**  
**PROMOTIONS**

**Section 1.**

All vacancies for permanent job openings will be posted for a period of five (5) working days.

**Section 2.**

Employees interested in making application for such posted vacancies shall do so within the five (5) day posted period. All Employees making an application shall be considered for the vacancy.

**Section 3.**

When promoting because of vacancies or new positions, the oldest in point of service in the department shall be given preference, with ability and efficiency being taken into consideration.

**Section 4.**

Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article IX, "Probationary Period."

**Section 5.**

Promotions in departments shall be as follows:

Street Department

Heavy Equipment Operator  
Truck Driver/Maintenance Person

Engineering Department

Engineering Technician Grade II  
Engineering Technician Grade III

Mechanical Department

Fleet Services Supervisor  
Service Technician

Office and Clerical

Accountant 1  
Administrative Police Secretary  
Permit and Accounting Clerk

Utilities Department

Lead Pumphouse Operator  
Qualified Pumphouse Operator  
Relief Pumphouse Operator  
Truck Driver/Utility Maintenance Person

Building Maintenance & Grounds

Chief Custodian

Parks Department

Parks Maintenance Person

At the time of hire, all employees shall be assigned to one of the departments listed above. Such employees shall be utilized within the departments that they are assigned; however, they may perform duties and functions consistent with their job descriptions in other departments as needed.

Seasonal Employees and hourly Employees shall not be classified in any department for promotional or departmental seniority.

**ARTICLE XI**  
**WORKING OUT OF CLASSIFICATION**

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification for a period of over four (4) hours duration in the morning or three and one-half (3-1/2) hours in the afternoon shall receive the salary schedule of the higher classification for the duration of the assignment.

Employees assigned by the Employer to assume additional supervisory duties in the event the Utility Maintenance Supervisor, The Street Department Supervisor or the Assistant Director, Public Works are absent from work and assume supervisory duties shall receive an additional pay differential of \$2.00 per hour.

**ARTICLE XII**  
**TEMPORARY RELIEF OPERATOR AT STATION II**

When the Union or City assigns an employee to fill a shift at Station II (hereinafter referred to as the "Pumphouse"), the employee will fill the requested forty (40) hour shift. The employee will assume the normal duties as described in the Relief Pumphouse Operator job description.

Employees assigned to work the shift will receive the pay of Relief Pumphouse Operator to include night differential pay (if applicable), unless their current rate of pay is higher.

The employee called upon to work the shift will not be eligible for overtime or comp time by working at the Pumphouse. First chance at overtime or comp time is reserved for regular full time Pumphouse employees. Emergency in-town call outs received by the employee during the week of the requested shift will still be allowed, as long as it does not conflict with the hours of the shift.

The Temporary Work Assignment will be determined by seniority at the discretion of the Supervisor.

If the shift is Friday through Sunday night shift at the Pumphouse, the Temporary Relief Operator will not work the following Monday in town. As the pay period ends Sunday night at Midnight the last eight hours of this shift goes on the next week's pay period. An eight-hour shift will be worked in town Monday through Thursday prior to the Friday through Sunday Temporary Work Assignment to allow employee to achieve the forty-hour work week. If Friday through Sunday shift occurs during "Summer Hours," the employee will have the opportunity to make up the one lost time hour during the following Tuesday through Friday.

### **ARTICLE XIII** **DISCIPLINE**

The Employer shall discipline Employees for just cause only.

### **ARTICLE XIV** **LAY OFF**

#### **Section 1.**

Employees shall be laid off on the basis of job classification seniority.

#### **Section 2.**

A senior Employee may exert their seniority preference over a junior Employee in any classification of work, provided they have the necessary qualifications to perform the duties of the job involved (as determined by the Employer). Such Employee shall not be required to fulfill the probationary period, as described in Article IX, then bumping another Employee due to lay off.

#### **Section 3.**

Employees laid off by the Employer shall retain recall rights for a period of eighteen (18) months.



**ARTICLE XV**  
**WORK SCHEDULE**

**Section 1.**

The basic work week shall be five (5) eight (8) hour days per week, Monday through Friday. The normal work day at Public Works shall be from 7:30 a.m. to 4:00 p.m.

All other departmental workdays and/or weeks shall be determined upon mutual agreement between the employer and employee and/or departmental work group. The employer and employee and/or departmental work group may mutually agree to alter the normal work week in order to provide flexibility in scheduling work. The workday and the workweek may be changed by mutual agreement between the employer and employee and/or departmental work group to exceed eight (8) hours in a normal workday. In that event overtime shall be paid for all hours in excess of forty (40) hours in the workweek or in excess of the mutually agreed upon number of hours per day.

Individual employees alternative work schedules are not guaranteed and in all cases approval of individual employee's alternative work schedules would be at the sole discretion of the employer and would only be subject to the grievance procedures of this contract up to and including step 3, but no further.

**Section 2.**

All employees shall be granted a fifteen (15) minute rest period in the morning and a ten (10) minute rest period in the afternoon. All breaks will be taken on site for work crews when practical.

**Section 3.**

Department heads shall use discretion in weather of twenty degrees below zero (-20) or more so that undue hardship shall not be created by causing them to work in inclement weather or under extreme adverse conditions, except in cases of emergency.

**ARTICLE XVI**  
**OVERTIME**

**Section 1.**

Hours worked in excess of a scheduled shift (see Article XV - Work Schedule) will be compensated for one and one-half (1-1/2) times the Employee's regular base pay rate.

**Section 2.**

All work performed on Sundays and holidays, except the regular scheduled work performed at the pumphouse, shall be paid on the basis of double time. Pumphouse employees shall receive time and one half (1 - 1/2) per hour for each holiday worked, in addition to time off as stated in Article XVIII Holidays, Section 5.

**Section 3.**

Overtime will be distributed as equally as practicable.



Overtime refused by Employees will, for record purposes under Article XVI, Section 3, be considered as unpaid overtime worked.

For the purpose of computing overtime compensation, overtime hours worked will not be pyramided, compounded or paid twice for the same hours worked.

### **ARTICLE XVII** **CALL TIME**

Any Employee called to work shall receive no less than two (2) hours call time at time and one-half (1-1/2), plus two (2) hours overtime pay in accordance with Article XVI.

An extension of or early report to a regularly scheduled shift does not qualify for the two (2) hour minimum. In the event that an Employee is given more than five (5) hours notice of reporting time, he shall not receive the benefits of call time

Employees shall be compensated two (2) hours of call time, at time and one-half, in the event the employees are given less than two (2) hours' notice of call-off.

### **ARTICLE XVIII** **VACATIONS**

#### **Section 1. Eligibility.**

Regular full-time employees shall accrue vacation leave according to the schedule detailed in Section 2. Part-time employees shall accrue vacation leave as detailed under Article XXIII. No other types of employees are eligible for or shall accrue vacation leave with pay. A probationary employee shall be eligible to use or be paid for accrued leave upon hire.

#### **Section 2. Amount.**

Any eligible employee who has been continuously employed by the City shall be credited with vacation according to the following schedule:

<u>Years of Continuous Service</u>	<u>Hours/ Pay Period</u>	<u>Vacation Hours per year</u>	<u>Maximum Year-end Carryover into the next year</u>
0-5	3.50	91	91*
6-12	5.00	130	130
13-17	6.50	169	169
18-24	8.0	208	208
25 +	9.50	247	247

During any calendar year there shall not be any limitation to the amount of vacation time that any employee may accumulate. Employees whose accrued leave exceeds their cap on December 31 will lose all of the time that exceeds the cap.

\* Employees in the 0-5 years of service category may carryover up to 110 hours upon the receipt of written request to do so from employee no later than 30 Nov of the previous year

**Section 3. Conditions Affecting Accrual of Vacation.**

Vacation shall not accrue during leaves of absence unless required under State or Federal regulations.

**Section 4. When Taken.**

Vacation leave may be used as earned, subject to the approval of the department head to the time at which it is taken.

**Section 5. Terminal Leave.**

If an employee is discharged or leaves their work for their own benefit, they shall be compensated for all accrued and unused vacation and all accrued and unpaid compensatory time at the date of separation (last day worked). Policy changes subject to collective bargaining.

**Section 6. Accrual During Leave.**

An employee using earned vacation leave shall accrue vacation leave during such use. When a holiday or holidays shall occur during an employee's vacation, they shall not be required to use accrued vacation leave for those days.

**ARTICLE XIX**  
**HOLIDAYS**

**Section 1.**

The following legal holidays shall be observed:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Veteran's Day          |
| President's Day        | Thanksgiving Day       |
| Memorial Day           | Day after Thanksgiving |
| July 4th               | Christmas Eve Day      |
| 1 Floating Holiday     | Christmas Day          |

There shall be no banking or carryover from year to year of any holiday listed above.

**Section 2.**

If a holiday falls on a Saturday, the preceding Friday shall be considered a legal holiday. If a holiday falls on a Sunday, the following Monday shall be considered a legal holiday. The exception to this is the pumphouse, where the actual legal holiday will be considered the legal holiday.

**Section 3.**

Any Saturday, immediately preceding a holiday as herein defined, may be substituted with pay at the regular rate for a Monday if the following Tuesday is a holiday; for Thursday if the following Friday is a holiday; or Friday if the preceding Thursday is a holiday, if such substitution is agreed upon between the department head and the executive committee of the Union and then only if it is made applicable to the entire department. Notice thereof must be posted three (3) days prior to the substitution.



#### **Section 4.**

Employee must be working or on paid leave the last regular working day before holiday and first regular working day after holiday or holiday pay is forfeited.

#### **Section 5.**

Pumphouse Employees shall receive ninety-six (96) hours off in place of the twelve (12) eight hour holidays. These may be taken at such times as approved by the department head. There shall be no banking or carryover from year to year of any of these hours.

### **ARTICLE XX** **SICK LEAVE**

#### **Section 1.**

Regular full-time employees shall accumulate four (4) hours of sick leave per pay period to a maximum accumulation of nine hundred sixty (960) hours. Sick leave accumulation beyond the nine hundred sixty (960) hours shall be banked in a separate individual catastrophic sick leave account to be used only when that Employee's regular sick leave is completely exhausted in the case of a major illness or medical problem of the Employee or Employee's family member as defined under Section 2 which results in the Employee being unable to work for a period of 31 days or more.

#### **Section 2.**

Employees shall also be allowed to use sick leave for absence necessitated by the inability of the Employee to perform the duties of his/her position by reason of illness or injury, by necessity of medical, optical, or dental care for the Employee, or by exposure to contagious disease.

Further, an Employee shall also be allowed to use up to 160 hours of sick leave in any 12 month period for absences due to illness or injury of the Employee's spouse (husband, wife), siblings, parents (biological, adoptive, and/or foster mothers, fathers, and step parents), mother-in-law, father-in-law, grandchild, grandparents, children (sons and daughters including biological, adopted, or foster children, stepchildren, and legal wards under age 18) and other members of the employee's household for such reasonable periods as the Employee's attendance may be necessary.

#### **Section 3.**

Each Employee shall have available two (2) days of funeral leave per year to be used for death in the Employee's immediate family as described in Section 9. This benefit shall not accrue from year to year and is separate from sick leave. After the two (2) days of leave are exhausted, additional sick leave allowance for a death in an Employee's immediate family shall be up to three (3) days per occurrence for any distance less than 250 miles and five (5) days for anyone who has to travel more than 250 miles to a funeral for an immediate family member. The maximum number of **sick** days off per occurrence is five (5) days.

#### **Section 4. Worker's Compensation.**

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the Employer's regular pay and Workers' Compensation insurance payments as long as the Employee is eligible for Workers' Compensation insurance payments. The difference in pay shall be charged to the Employee's sick leave, vacation, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day initial waiting period shall be charged to the Employee's sick leave account less Workers' Compensation insurance payments unless the Employee elects not to use accrued sick leave and opts to not be paid for this time.

#### **Section 5.**

An Employee who acts as pallbearer at any funeral may use one of their accrued sick leave days for the duty, provided they are not already taking the day off under sick leave allowance for a death in the family.

#### **Section 6.**

All claims for pay for absences, including sick leave, must be reported on the forms provided by the Employer.

#### **Section 7.**

Misuse of sick leave benefits shall be just cause for disciplinary action and/or discharge.

#### **Section 8.**

Employees shall be allowed on a voluntary basis, to transfer sick leave from their accrued unused sick leave account to that of another employee in need consistent with the city's Leave Donation Policy.

#### **Section 9**

Immediate Family Definition: Immediate family shall be defined as follows: Father, Mother, Brother, Sister, Wife, Husband, Daughter, Son, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Grandparents, and Grandchildren.

### **ARTICLE XXI** **SEVERANCE**

#### **Section 1.**

Upon retirement employees shall receive 33% of accumulated sick leave, not to exceed three hundred sixteen (316) hours, to be paid at the Employee's current rate of pay. Retirement means retirement of the employee after the employee's 50th birthday, the employee has fifteen (15) years of accumulated active duty with the employer and is eligible for PERA retirement benefits.

All employees employed by the City prior to 1/1/04 shall qualify and be eligible for the benefit described under this Section. The City, therefore, waives the time period for years of accumulated active duty for only these employees, provided that they meet the requirements of age and PERA retirement benefit eligibility.

The severance payment will be split equally with 50% being contributed to the Employee's

individual HCSA and 50% being paid as a lump sum cash payment to the Employee. For only those Employees retiring that are eligible for TRICARE, CHAMPUS, or VA benefits, the Employee at their election, may elect to instead receive the full severance payment as a cash payout instead of a payment to a HCSA as permitted with the approval of the HCSA provider.

**Section 2.**

In the event of the death, payment shall be made to the Employee's designated beneficiary or to the Employee's estate.

**Section 3.**

An Employee discharged for just cause or terminated as a result of just cause discipline and/or leaves without the required two (2) week notice to the Employer will be ineligible for severance pay.

**ARTICLE XXII**  
**INSURANCE**

**Section 1. Life Insurance.**

Each regular employee shall be insured with a \$50,000 term life insurance policy.

**Section 2. Health Insurance.**

The City will offer a group health insurance plan. All plan provisions are governed by the Summary Plan Description (SPD) and not by the labor contract.

**Section 2a. Premium.**

The City shall pay a minimum of eighty (80%) percent of the monthly premium for single coverage and a minimum eighty (80%) percent of the monthly premium for family coverage as offered by the City. The City shall deduct from each eligible and enrolled Employee's salary or wages the remaining amount but not more than twenty (20%) percent of such premiums.

The City share of such premium will equal the amount agreed to in the 2018 plan year or 80% whichever is greater.

**Section 2b. Plan Opt Out.**

An employee may opt out of the City's health insurance plan upon provision of proof of other health insurance coverage during an annual open enrollment period each year. Employees electing to opt out shall receive a \$187.50 quarterly payment (\$750 total per year) paid with the last payroll of each quarter. An employee may only re-enroll in the health plan upon a qualifying event as determined by the IRS and/or health insurance carrier. Upon re-enrollment, no further payments shall be made to the employee and no reimbursement of previous payments shall be required. The quarterly payment shall be made to the employee's existing HRA account. In the case the employee/employee's spouse is otherwise contributing to an HSA the payment shall be made to the employee's deferred compensation account. Failure to meet opt-out criteria during the City's annual open-enrollment period will result in automatic enrollment in single insurance coverage.



### **Section 3. Dental Insurance.**

Each regular Employee (including spouse and children) will be covered by an 80/20 dental plan, which shall be paid at the sole cost of the Employer. The Employer shall choose the company and the plan in accordance with bidding procedures required by the laws of the State of Minnesota.

### **Section 4. Eligible Employees.**

The parties agree that only full time Employees shall be eligible for insurance benefits as provided in this Article.

### **Section 5. Claims Against the Employer.**

The parties agree that any description of the insurance benefits contained in this Article are intended to be informational only and the eligibility of any Employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

### **Section 6. Health Care Savings Plan.**

The City shall create a Health Care Savings Plan (HCSP) available to all members of the AFSCME unit. For Employees employed by the City prior to December 31, 2008 the City agrees to contribute a one-time lump sum payment of \$25,000 to the Employee's individual HCSA upon the Employee's retirement from the City. Retirement means retirement of the Employee after the employee is eligible for PERA retirement benefits.

For only those Employees retiring that are eligible for TRICARE, CHAMPUS, or VA benefits, the Employee at their election, may elect to instead receive the \$25,000 lump sum payment as a cash payout instead of a payment to a HCSA as permitted with the approval of the HCSA provider.

Employees hired after 1/1/2009 shall not be eligible for nor receive the \$25,000 lump sum payment at retirement.

### **Section 7.**

The selection of the insurance carrier and policy for life, dental, and health insurances shall be made by the City.

## **ARTICLE XXIII** **SAFETY BOOTS/EYEWEAR/EQUIPMENT**

### **Section 1.**

The City will reimburse a maximum of \$100 towards the purchase or repair of safety-toed boots **once per calendar year**. If an employee chooses to take advantage of the program, the boots must be worn during all working hours unless working conditions dictate the use of an alternate form of employer provided footwear. Approval will be based on need as determined by the Employer.

The required minimum protective footwear includes work boots that provide ankle support, are made with an all leather upper (and tongue), are oil resistant, slip resistant, and conform to the



American Society for Testing and Materials (ASTM) standard ASTM F2413-11 for Steel/composite toe leather work boots.

### **Section 2.**

The City will reimburse a maximum of \$150 towards the purchase of prescription safety glasses once per 24-month period. If an employee chooses to take advantage of the program, the safety glasses must be worn during all working hours unless working conditions dictate otherwise. Approval will be based on need as determined by the Employer.

### **Section 3.**

The City agrees to provide full-face respirator add on components to facilitate the wearing of prescription eyewear inserts for all employees requiring the wear of prescription eyewear. Such prescription may be updated once every 24 months if necessary.

### **Section 4.**

All other safety gear will be provided to the City's employees based upon individual need as determined by management.

## **ARTICLE XXIV** **PART TIME EMPLOYEES**

### **Section 1. Definitions**

- a) Regular Employee - An Employee who is regularly scheduled for a set number of hours per week. The work he or she performs is of an on-going nature. However, nothing in this definition grants a regular employee a vested right to a defined number of hours or continued employment.
- b) Regular Full-time Employee - An Employee in a classified bargaining unit position who is regularly scheduled to work 40 hours per week and has successfully completed the probationary period.
- c) Regular Part-time Employee - An Employee in a classified bargaining unit position who is regularly scheduled to work at least 20 hours per week and less than 40 hours per week and has successfully completed the probationary period.
- d) Temporary Employee - An employee who is not in a classified bargaining unit position because the employment is limited by duration or a specific project or task not to exceed one year. Temporary employees are not included in the definition of a bargaining unit employee.

### **Section 2.**

Regular part-time employees who are appointed to a position that is regularly scheduled to work at least twenty (20) hours per week shall receive pro-rata sick and vacation based on scheduled hours.

### **Section 3.**

Regular part-time employees who are appointed to a position that is regularly scheduled to work less than twenty (20) hours per week shall not receive pro-rata sick and vacation.

**Section 4.**

Regular part-time employees will be eligible for step movement in the same manner as regular full-time employees.

**Section 5.**

Regular part-time employees will not be eligible for health insurance or other insurance benefits.

**Section 6.**

Regular part-time employees will be eligible for holiday pay in the event that they would normally have been scheduled to work on the observed holidays as described under Article XVIII.

**Section 7.**

Regular part-time employees will not accrue seniority except for the purposes of vacation accrual. For purposes of vacation accrual, regular part-time employees will be considered to have a year of service after working 1040 hours for the Employer.

**ARTICLE XXV**  
**EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

**Section 1. Definition of a Grievance**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

**Section 2. Union Representatives**

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

**Section 3. Processing of a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.



#### **Section 4. Procedure**

Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

- Step 1: An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.
- Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.
- Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.
- Step 4: A grievance unresolved in Step 3 and appealed in Step 4 may be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's final answer in Step 4. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.
- Step 5: A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of Grievances: as established by the Public Employment Relations Board.

## **Section 5. Arbitrator's Authority**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

## **Section 6. Waiver**

If a grievance is not presented with the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

## **ARTICLE XXVI** **PARENTAL LEAVE**

It is the stated intent and policy of the City that any leave so exercised pursuant to the Family Medical Leave Act or the Minnesota Parental Leave Act apply towards the twelve (12) week period allowed by the FMLA to the extent an employee qualifies for both. Under these laws the City agrees to allow parental leave for up to 12 weeks of time off. In the event both parents work for the City and exercise parental leave in connection with the birth or adoption of a child, each employee is entitled to up to six (6) weeks of unpaid leave under applicable state law and City policy. However, leave taken in connection with the birth or adoption of a child will count against your entitlement to such leave under applicable Federal and State law.

## **ARTICLE XXVII** **FINALITY**

Any matters relating to current contract terms whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except by mutual agreement of the parties.

**ARTICLE XXVIII**  
**SEVERABILITY**

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances be held invalid, it shall not affect the other provisions thereof.

**ARTICLE XXIV**  
**DURATION**

This Agreement shall be effective as of January 1, 2021, and shall remain in force and effect until the 31st day of December 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day above stated.

**CITY COUNCIL**  
**CITY OF CLOQUET**

**LOCAL 545, AMERICAN FEDERATION**  
**OF STATE, COUNTY & MUNICIPAL**  
**EMPLOYEES, AFL-CIO**

By \_\_\_\_\_  
City Administrator

By \_\_\_\_\_  
Staff Representative

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
President, Local 545

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX A  
CLASSIFICATION OF CITY EMPLOYEES  
AND COMPENSATION SCHEDULE**

Clerk Hourly Rate	\$	14.61
Laborer Hourly Rate	\$	15.50
Night Differential	\$	1.50

**Licenses**

Water Certification License and Wastewater Certification License of \$10.00 per certification for D, C, B and A Licenses shall be paid to: Qualified Pumphouse Operator, Relief Pumphouse Operator and Truck Driver/Utility Maintenance Person.

Employees holding the following positions shall be required to apply for and complete testing to obtain a Class A, Commercial Driver's License:

Fleet Services Supervisor, Service Technician, Truck Driver/Maintenance Person, Truck Driver/Utility Maintenance Person and Heavy Equipment Operator.

The above employees shall apply for and obtain said Class A License within six months after assignment to the above positions.

Existing employees, currently holding the above positions, who fail to successfully pass the required Class A exam, will not be penalized for failing, however, they will be required to retest on at least a six-month cycle.

All employees who apply for assignment to the above positions must obtain said Class A License within six months in order to retain that position. Those who fail, shall revert to their previous job classifications.

New employees applying for the above positions, who fail to obtain said Class A License within six months, shall be terminated under the term of their probationary period.

For testing purposes, employees shall be allowed to complete testing during their normal work week, without reduction of pay, and shall be afforded the use of City owned equipment to complete their road test portion of the exam.

All Parks Maintenance Person positions shall be required to hold a Class B, Commercial Drivers License.

**Other Pay**

Effective January 1, 1980, the City will provide Heavy Equipment pay for the operation of its rubber tire backhoe.

Tool Allowance – Mechanics that are required to provide their own tools shall be compensated with a \$60 per month tool allowance. In order to receive this benefit an Employee must purchase and use tools that have a lifetime free replacement warranty and use the warranty to replace tools.

Employees newly hired by the City shall receive a pay rate that is based upon Step 1 of the above plan, unless otherwise negotiated and agreed upon between the Employer and Employee that an Employee start at a higher step. On January 1 of each year, based upon the satisfactory completion of the Employee's annual performance evaluation, an employee shall be eligible to move to the next step in the plan. New employees shall not be permitted to start at a higher step in the same classification than a current employee with comparable experience. Employees that are promoted to a new classification will move to the closest step in the new wage range that meets or exceeds three percent (3%) above the employee's existing wage (exclusive of overtime).

City Policy will be that in cases both where the operation of city equipment by a contractor takes place after normal working hours and the operation of such equipment would take away overtime otherwise normally part of an AFSCME position, that the operation of such equipment will first be offered to the City employee.

Wages: Employees will receive wage increases across the board to all steps and grades as follows:

2021 3%

2022 3%

2023 3%





**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: James Barclay, Assistant City Administrator & HR Director  
Reviewed by: Tim Peterson, City Administrator *TEP*  
Date: December 15, 2020

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**ITEM DESCRIPTION:** Teamsters Local Union No. 346 (Law Enforcement) Labor Agreement Negotiations - Tentative Settlement

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**Proposed Action**

Staff recommends that the City Council move to approve the three-year Labor Agreement between the Teamsters and the City and authorizes the Mayor and City Administrator to execute such Agreement.

**Background/Overview**

The City's current Labor Agreement with the Teamsters will expire on 12/31/20. This was a three-year Agreement negotiated in 2017. Since early November 2020, the City has been negotiating with this unit on a variety of terms and conditions of employment.

The Union and City have reached a tentative Agreement. The union voted to endorse and accept the proposed settlement in early December. While a number of language and other format issues are being addressed in this Agreement, the key changes of the settlement are highlighted in yellow on the attached draft agreement.

**Policy Objectives**

There are two critical statutory laws that the City must follow that relates to collective bargaining and pay. The Minnesota Public Employment Labor Relations Act (MNPELRA), MN Statutes §179A, is the primary law governing public sector collective bargaining. This law defines rights and obligations of employers and employees during union activities.

The second law which is critical is the Minnesota Pay Equity Act. This act requires that each local government analyze its pay structure for evidence of inequities. The City of Cloquet is required to report its wage and benefit results to the State of Minnesota every three years to assure that it is in compliance with this Act.

The City, in 2018, hired Springsted to analyze the City's pay structure and plan. This study represented a thorough and comprehensive review of all aspects of the City's classification compensation system. The recommendations offered in this study provided increased internal equity among positions and assured compliance with the Pay Equity Act. The proposed contractual changes are consistent with the philosophy of the plan as originally adopted by the City in 2018.

**Financial /Budget/Grant Considerations**

Wages are proposed to increase 3% for each year, 2021, 2022 and 2023. Changes agreed to in the health and welfare premium split in both Teamsters contracts will result in a net savings to the City on this health care plan of approximately \$13K annually.

**Advisory Committee/Commission Action**

The City's negotiating committee has recommended its support for approval of the proposed settlement.

**Supporting Documents Attached**

- Labor Agreement with tentative settlement language.



**DRAFT**

AGREEMENT

BETWEEN

THE CITY COUNCIL OF CLOQUET, MINNESOTA

And

TEAMSTERS GENERAL LOCAL UNION NO. 346

JANUARY 1, 2021 - DECEMBER 31, 2023

**DRAFT**

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Appendix A  
Employees and Compensation Schedule

THE CITY OF CLOQUET, hereinafter referred to as the, "Employer" and the TEAMSTERS GENERAL LOCAL UNION NO. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union" agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

**TERMS AND RELATIONS:** This Agreement is intended to secure proper employment terms and conditions of said Employee and to advance friendly relations between the Employer and the Employees. Both the Employer and Employees agree to carry it out fairly.

## ARTICLE 1

### **RECOGNITION:**

1.1 The Employer agrees to and does hereby recognize the Teamsters General Local Union No. 346 of the International Brother of Teamsters, and those persons authorized to and acting in behalf of said Labor Union.

### **REPRESENTATION:**

1.2 The Union shall be the sole representative of all classifications of Employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any Employee because of Non-Union affiliation.

### **CHECK-OFF:**

1.3 Upon receipt of written notice from an Employee to deduct from their salary the monthly Union dues, the Employer shall make such payroll deduction and remit same to the Financial Secretary of the Union.

## ARTICLE 2

### **INDIVIDUAL AGREEMENT:**

2.1 The Employer agrees not to enter into any Contract or Agreement with his Employees, individually or collectively, which in anyway conflicts with the terms and provisions of this Agreement.

## ARTICLE 3

### **DISMISSAL:**

3.1 The Employer agrees that it will act in good faith in the dismissal of any Employee. Should the Union present a grievance in connection with the dismissal of any Employee within 10 days of such dismissal to the Employer, the dismissal shall be reviewed under the terms of the Grievance Procedures as specified in Article 4.

## ARTICLE 4

### EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

#### DEFINITION OF A GRIEVANCE

4.1 For the purpose of this Agreement, the term "grievance" means any dispute arising concerning the interpretation or application of the express provisions of the Agreement or any term or condition of employment.

#### UNION REPRESENTATIVES

4.2 The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

#### PROCESSING OF A GRIEVANCE

4.3 It is recognized and accepted by the UNION and the EMPLOYER that the processing of Grievances as hereinafter provided are limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

#### PROCEDURE

4.4 Grievances, as defined by Section 4.1, shall be resolved in conformance with the following procedures:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Employer Designated Representative. The Employer Designated Representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer Designated Representative final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step2. If appealed, the written grievance shall be presented by the UNION and discussed with the Police Chief. The Police Chief shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Police Chiefs final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step3. If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. The City Administrator shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step4. A grievance unresolved in Step 3 and appealed in Step 4 may be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The EMPLOYER and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

#### **ARBITRATOR'S AUTHORITY**

4.5 A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

4.5 B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.



4.5 C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

#### **WAIVER**

4.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

### **ARTICLE 5**

#### **EMPLOYER AUTHORITY**

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

### **ARTICLE 6**

#### **PAY PERIOD:**

6.1 All employees covered by this Agreement shall be paid in full bi-weekly. Not more than one pay period shall be held on an employee. All employees shall be paid at the end of their working pay period provided that a responsible person is on duty and in no event later than twenty-four (24) hours after work period. The Union and Employer may, by mutual agreement, provide for semi-monthly or bi-weekly pay periods. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purposes.

## ARTICLE 7

### **BONDS AND PREMIUMS:**

- 7.1. The primary obligation to provide bond coverage for employees shall be on the Employer. Should the Employer or any State/Federal guidelines require an employee to have bonding coverage, any premium involved for such bonding shall be paid by the Employer.

## ARTICLE 8

### **PHYSICAL EXAMINATION:**

- 8.1 Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the employer shall pay for all such examinations. Examinations are to be taken at a medical facility of the employee and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees will be required to take examinations during their working hours, and receive compensation for all hours spent during such examinations.
- 8.2 The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done to an employee, have said employee examined at the Union's expense.
- 8.3 Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

## ARTICLE 9

### **CONDITIONS OF EMPLOYMENT:**

- 9.1 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations and other Benefits shall be maintained at not less than the highest minimum standard in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specified provisions for improvements are made elsewhere in this Agreement.

## ARTICLE 10

### **STEWARD:**

- 10.1. The Employer recognizes the right of the Union to designate a Steward(s) to handle such Union business as may from time to time be delegated to the Steward(s) by the Union.

**UNION BUSINESS:**

10.2 The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official union business, provided 48 hours written notice is given to the Employer by the Union, specifying length of time off. The union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

**ARTICLE 11**

**EXPENSES:**

11.1 All employees because of their duties, when asked to remain away from their home portals, shall receive food and lodging as per City Policy during their absence, in addition to the regular hourly wages.

**MILEAGE:**

11.2 Where an employee is expected to use his own car in line of duty, he shall be paid mileage at the maximum non-taxable amount allowed under Internal Revenue Service Regulations and the Employer shall have blanket coverage on insurance.

**ARTICLE 12**

**LEAVES OF ABSENCE:**

12.1 Any employee desiring leave of absence from his employment shall secure written permission from Employer. The maximum leave of absence shall be for thirty (30) working days and may be extended for like periods. Permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by the Employer.

**FUNERAL LEAVE:**

12.2 A. When a death occurs in an employee's immediate family, all regular full-time employees may take up to two (2) days off with pay to attend the funeral or make funeral arrangements. The employee may make arrangements with his or her supervisor for up to an additional three (3) days off to be deducted from an employee's accrued sick leave in the instance of the death of an immediate family member. Thus, the maximum number of sick leave days off per event shall not exceed five (5).

12.2 B. Time off without pay may be provided so that employees can attend the funeral of individuals other than immediate family. Employees may take unused vacation or personal time with the approval of his/her supervisor, but sick days cannot be used.

Immediate family shall be defined as follows:

Father	Wife	Mother-in-law	Grandparents
Mother	Husband	Father-in-law	Grandchildren
Brother	Daughter	Sister-in-law	Step Children
Sister	Son	Brother-in-law	Step Parents

12.2 C. Any death occurring in City Employment can be attended by City employees without loss of time; time allowed one-half (1/2) day. Discretion shall be used by employees.

**CARE OF RELATIVES LEAVE:**

12.3 An employee may use sick leave as allowed under this section for safety leave domestic abuse, sexual assault, stalking whether or not the employee's employer allows use for that purpose for such reasonable periods of time as may be necessary. Absences due to employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the purpose of "safety leave" is leave for providing or receiving assistance.

12.4 The Employer may limit the use of safety leave as described in Section 12.3 for the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than one hundred sixty (160) hours in any twelve month (12) period.

12.5 For the purpose of this section the term "child" or "grandchild" includes a step-child, and a biological, adopted, and foster child.

## ARTICLE 13

### **PROBATIONARY PERIOD:**

- 13.1 All newly hired employees shall serve a twelve (12) month probationary period of continuous service. During such probationary period they shall not attain any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure.
- 13.2 Upon completion of the twelve (12) month probationary period, the employee shall be granted seniority rights from the date he was originally hired and shall be paid not less than wages paid in classifications as shown on attached schedule.

## ARTICLE 14

### **SENIORITY:**

- 14.1 The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment, provided, however, that no time prior to a discharge or quit shall be included. The employee's seniority shall not be diminished by temporary lay-off due to lack of work, shortage of funds or any other contingency beyond the control of either party to this Agreement.
- 14.2 The policy of seniority shall prevail to regular employees with full employment annually.
- 14.3 The seniority list shall be posted and kept up to date by the Employer. A copy of the up-to-date list shall be made available to the Secretary of Local No. 346. Said seniority list shall contain name and starting date of each employee.
- 14.4 Where qualifications and ability are equal, then seniority shall prevail.
- 14.5 Seniority shall prevail in the selection of newly established shifts or shift work.
- 14.6 Any Officer who holds the classification Sergeant or Detective may elect to return to or transfer to either classification without loss of seniority. Transfers are subject to a vacancy or transfer opportunity and subject to approval of the Police Chief.
- 14.7 All officers with the classification of Sergeant or Detective shall be equal in rank. In the event that the Police Chief and Police Commander(s) are unavailable, the Sergeant or Detective with the most departmental seniority would become the ranking officer at the Police department.



## ARTICLE 15

### PROMOTIONS

- 15.1 It shall be the policy of the Employer to promote to the supervisory position, insofar as possible, from the ranks of the employees. Such supervisory positions shall be posted in locations consistent with city policy for a minimum of ten (10) days prior to filling said position and all applications submitted in writing by interested applicants. The promotional process shall be governed by the current city policy in effect at the time of application.
- 15.2 Seniority will be considered, but may not necessarily be the deciding factor in filling supervisory positions. Qualifying factors for candidates will also include the following:
- a) Ability to perform related work
  - b) Attitude
  - c) Aptitude
  - d) Employment Record
  - e) Assessment of Leadership Skills
- 15.3 If requested in writing by an employee, the Employer will provide all unsuccessful applicants for a promotion with an explanation as to why they were not selected to the extent the Employer is not legally prohibited from providing such information.
- 15.4 The successful applicant shall have a six (6) month trial period in which to demonstrate his ability to perform the job. If during said period the Employer considers the employee unqualified, he shall be returned to his former position without loss of seniority rights. At any time during the trial period the employee may elect to return to his former position without loss of seniority rights, It is understood that if the employee elects this option that other employees serving a similar trial period may also be required to return to their previous position.
- 15.5 The Employer may make immediate temporary assignments to fill any supervisory vacancy while the job posting procedures are being carried out.

## ARTICLE 16

### NEW POSITIONS AND TRANSFERS

- 16.1 All new positions shall be posted in locations consistent with city policy for a minimum of ten (10) days prior to filling said position and all applications submitted in writing by interested applicants. Such notice shall state prerequisites for the position to be filled and said prerequisites shall be consistent with the requirements of the job.
- 16.1 In filling new positions, seniority will be considered, but may not necessarily be the deciding factor in filling positions. Qualifying factors for candidates will also include the following:
- a) Ability to perform related work
  - b) Attitude

- c) Aptitude
- d) Employment Record
- e) Consistency with identified career goals

- 16.2 All grievances in connection with the filling of a job vacancy or new position shall be referred to the proper step of the grievance procedure of this Agreement.
- 16.3 The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out.
- 16.4 **Permanent** patrol shift vacancies will be posted on the bulletin board, All postings will be made as soon as practical to allow for as much advanced notice as possible. ten (10) days prior to filling said vacancy. Employees with an interest in filling a shift vacancy shall submit their request in writing to their assigned supervisor prior to the closing of the posting period. The Employer will review and consider the request when making shift assignments.

## **ARTICLE 17**

### **SEPARABILITY AND SAVINGS CLAUSE:**

- 17.1 If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 17.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the union, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

## **ARTICLE 18**

### **VACATIONS:**

- 18.1 For the purpose of this paragraph and contract, a vacation week is described as a standard week provided for in this Contract. Vacation pay is defined as a regular rate of pay at which an employee is employed for a standard week or a standard day.
- 18.2 Eligibility:  
Regular full-time employees shall accrue paid vacation leave according to the schedule

detailed in Section 18.3. No other types of employees are eligible for or shall accrue vacation leave with pay. A probationary employee shall be eligible to use or be paid for accrued leave upon hire.

18.3 Amount:

Any eligible employee who has been continuously employed by the City shall be credited with vacation according to the following schedule:

Years of Continuous Service	Hours/ Vacation Pay Period	Maximum Year-end Hours per year	Carryover into the next year
0-5	3.50	91	91
6-12	5.00	130	130
13-17	6.50	169	169
18-24	8.0	208	208
25 +	9.50	247	247

During any calendar year there shall not be any limitation to the amount of vacation time that any employee may accumulate. Employees whose accrued leave exceeds their cap on December 31 will lose all of the time that exceeds the cap.

18.4 Seniority as provided for in this Contract shall prevail in selecting vacation periods. Arrangements for dates and times of vacation shall be made between the Employer and Employee.

- A. Use: All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacations except where agreed upon by the Employer.
- B. Terminal Leave: If an employee is discharged or leaves their work for their own benefit, they shall be compensated for all accrued and unused vacation at the date of separation, (last day worked).
- C. Schedule: Should the requested vacation time interfere with the operation, the Employer and employee will arrange vacation nearest to the desired time expressed by the employee that will not interfere with the operation.
- D. Accrual During Leave: An employee using earned vacation leave shall accrue vacation leave during such use. When a holiday or holidays shall occur during an employee's vacation, they shall not be required to use accrued vacation leave for those days.
- E. When Taken. Vacation leave may be used as earned, subject to the approval of the department head to the time at which it is taken.
- F. Requests. Requests for vacation and floating holidays submitted and processed prior to April 1st of each year will receive priority for approval. Unless contested

prior to April 1st, such requests will remain approved and cannot be cancelled, modified or overridden by another on the basis of seniority.

- 18.5 Other: Conditions Affecting Accrual of Vacation. Vacation shall not accrue during leaves of absence unless required under State or Federal regulations.

#### ARTICLE 19

##### RETIREMENT:

- 19.1 The present retirement plan is to be maintained for each employee covered by this Agreement.

#### ARTICLE 20

##### HOLIDAYS:

- 20.1 Regular employees shall be paid eight (8) hours pay at straight time hourly rate of pay for the following eleven (11) holidays celebrated as such and when not worked:
- |                            |                 |                        |
|----------------------------|-----------------|------------------------|
| New Year's Day             | Memorial Day    | Thanksgiving           |
| Martin Luther King Jr. Day | Fourth of July  | Day after Thanksgiving |
| Veteran's Day              | President's Day | Christmas Eve Day      |
| Labor Day                  | Christmas Day   |                        |

One Floating Day with Supervisor's approval. Floating holiday to be paid at straight time for the length of the scheduled shift which shall not exceed twelve (12) hours.

- 20.2 Detectives shall be paid (8) hours pay at straight time hourly rate of pay for those holidays that land on a traditional weekend. Detectives will work those affected days when a holiday is observed by the Federal government at the regular rate of pay. For example, when Labor Day lands on a Sunday and all other Mon – Fri day shift employees are off on Monday in observance of Labor Day, Detectives may work their normal shift at regular pay.
- 20.3 Employees, when working any holidays under the Agreement, shall receive time and one half (1 1/2) in addition to their regular rate of pay for all hours worked on such days.

#### ARTICLE 21

##### WEEKLY HOURS AND OVERTIME RATES:

- 21.1 The normal work year for full-time employees is two thousand eighty (2,080) hours to be accounted for by each employee through:
- hours worked on assigned shifts;
  - holidays;
  - assigned training;
  - authorized leave time.
- 21.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

21.3 Overtime pay at the rate of one and one half (1 1/2) times the regular rate of pay shall be paid for all hours worked in excess of the employee's regularly scheduled shift.

A. Hours used for mandatory training/education to maintain an officer's license (as identified as post required) will be paid at 1.5 the employee's regular rate of pay if not during an employee's regular scheduled shift. Hours used for all other training/education activities will be paid at the employee's regular rate of pay. Examples of Post required training include:

- a) Day Shoot – approximately 3 hours annually
- b) Night/Cold Weather Shoot – approximately 3 hours annually
- c) Use of Force Defense Tactics – approximately 3 hours annually
- d) Law Enforcement EVOG Driving – approximately 8 hours once every 5 years

21.4 The following procedure when scheduling replacements for an overtime shift shall be followed:

Sergeant:

- When a sergeant vacancy occurs, the overtime shift shall be replaced by seniority in this order:

- Patrol Sergeant
- Detective
- Corporals
- Police Officer

- If both a sergeant and a police officer are off regardless of who created the vacancy, the vacant shifts shall be replaced per order as listed above.

Police Officer:

When a police officer vacancy occurs, the overtime shift shall be replaced by seniority in this order:

- Corporals/Police Officers
- Patrol Sergeant
- Detective

- When a police officer creates a vacancy, the overtime shift shall be replaced by seniority with a police officer.

- At no time shall a Sergeant/Detective with more department seniority bump a police officer and take a police officer's overtime shift.

- At no time shall a police officer with more department seniority bump a Sergeant/Detective and take a sergeant's overtime shift.

21.5 All positions shall have the right to bid for overtime by seniority when it is available for special events or projects outside "normal" scheduled shifts. Exceptions shall be made when an officer with specialized skills or training is needed for the overtime assignment. (ie. K9, major crimes, crime scenes)



**REDUCTION OF WORK WEEK:**

21.6 In the event that the maximum work week is reduced by legislative act or other governmental act, to a point below the regular work week provided herein, the rate of pay in the various classifications shall become open negotiations.

**ARTICLE 22**

**STANDARD CALL-OUTS**

22.1 Employees, when called to work before their scheduled start time or on scheduled days off WITHIN 12 HOURS OF THE VACANCY shall be paid as follows. It is also agreed that ALL call-outs shall be based on department seniority within the patrol division.

- A. Employees required to report to work before their scheduled start time or on scheduled days off will receive three (3) hours pay at one and one-half (1 1/2) times their hourly rate.
- B. Employees shall be paid one and one-half (1 1/2) times their hourly rate of pay for all hours worked before their regular scheduled start time.
- C. The employees' rate of pay shall be straight time during the period of their regular scheduled work day.
- D. Should an employee work beyond the regular schedule they shall receive pay in accordance with the provisions of Article 21, Weekly Hours and Overtime Rates, for actual time worked.

**EMERGENCY CALL-OUT**

22.2 When emergency call out is needed within 4 hours of an upcoming shift change, officers working the upcoming shift will be first and in order of seniority. CALL-OUTS SHALL be filled through the following procedure:

- A. When a Patrol Sergeant creates a vacancy, the CALL-OUT shift MAY be filled with a Patrol Sergeant FIRST. If a Patrol Sergeant declines or is not available, the shift MAY be filled with a Detective. If a Detective declines or is not available, the shift MAY be filled by a Police Officer/Corporal based upon seniority.
- B. When a Police Officer/Corporal creates a vacancy, the CALL-OUT shift MAY be replaced by a Police Officer/Corporal FIRST. Should a Police Officer/Corporal decline or is not available, the overtime shift MAY be filled with a Patrol Sergeant. If a Patrol Sergeant declines or is not available, the shift MAY be filled with a Detective.



**COURT TIME:**

- 22.3 Court time shall be handled as a call out if not occurring during a regular scheduled shift.
- A. Should an employee be notified by the Court that a scheduled court hearing has been cancelled within 12 hours of the scheduled hearing the employee shall still receive the call out pay detailed in subsection 1 above.

**ARTICLE 23**

**SICK LEAVE AND SEVERANCE PAY:**

- 23.1 Regular full-time employees shall accumulate 4 hours of sick leave per pay period with no limit on maximum accumulation.
- 23.2 The Employer reserves the right to ask the employee for a note from a doctor excusing the absence as sick when deemed necessary by the Employer.
- 23.3 Sick leave and vacation shall be computed as time worked for future benefits.
- 23.4 Upon retirement employees shall receive 33% of accumulated sick leave, not to exceed 316 hours, to be paid at the employee's current rate of pay. Retirement means retirement of the employee after the employee's 50th birthday, the employee has fifteen (15) years of accumulated active duty with the employer and is eligible for PERA retirement benefits.
- 23.5 The severance payment will be contributed to the Employee's individual HCSA. For only those Employees retiring that are eligible for TRICARE, CHAMPUS, or VA benefits, the Employee at their election, may elect to instead receive the full severance payment as a cash payout instead of a payment to a HCSA as permitted with the approval of the HCSA provider.

**ARTICLE 24**

**INJURY ON DUTY:**

- 24.1 Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Workers' Compensation insurance payments as long as the employee is eligible for Workers' Compensation insurance payments. The difference in pay shall be charged to the employee's vacation, sick leave or other accumulated paid benefits, after a three (3) working day waiting initial waiting period per injury. The three (3) working day waiting period shall be charged to the employee's sick leave account less Workers' Compensation insurance payments.
- 24.2 If the work related injury causes the employee to be unable to work for a period of 31 work days the employee shall continue to be paid his full salary for a period not to exceed one year, and this absence due to injury shall not be charged against the

Employees accumulated sick leave. If an employee receives payment under Workers' Compensation, the employee's salary shall be reduced by the amount of Workers' Compensation payment.

- 24.3 The employee will accrue health and welfare and all other accrued benefits (except S.T.O.) on the same basis as he/she would accrue on active status unless otherwise limited as in the case of retirement benefit formulas.

## ARTICLE 25

### HEALTH & WELFARE

- 25.1 The Employer agrees to pay the cost of both the single plan and family plan in their present hospitalization plan which is now in effect according to the provisions of this Article. However, this Article is not to be construed as limiting the Employer to any set insurance carrier.
- 25.2 The City shall pay a minimum of eighty (80%) percent of the monthly premium for coverage as offered by the Teamster's health insurance plan. The City shall deduct from each eligible and enrolled Employee's salary or wages the remaining amount but not more than twenty (20%) percent of such premiums.

Beginning January 1, 2021, any premium cost in excess of nine hundred and eighty six dollars shall be paid thirty (30) percent by the employee and seventy (70) percent by the Employer. Such contributions shall be limited only for the premiums of the Teamsters Local 346 Health Plan E, Dental Plan G, and Vision Plan F. The figures contained herein are intended for the sole purpose to assist employees with these insurances. Under no circumstances will the employees overall contribution exceed 20% of the total premium cost.

25.2 A. Both parties agree to open the agreement for the discussion of Article 25 – Health and Welfare, if the Teamsters make coverage changes available during the term of this agreement. The Union will inform the City of any such coverage options and agreement must be reached between the Union and the City prior to the City being obligated to any change in City share of expense.

- 25.3 By the execution of this Agreement the City authorizes the Employers Association which are party hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- 25.4 Claims-Against the Employer: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.



- 25.5 Duration of Insurance Contribution: An employee is eligible for Employer contributions as provided in this Article as long as the employee is employed by the Employer. Upon termination of employment, all insurance benefits shall cease as well as all employer participation and contribution shall cease effective on the first working day.
- 25.6 Employer agrees to provide insurance to protect officers in the event that officers are charged with false arrest, etc. up to the maximum of exposure of Minnesota Statutes 466.01 et. seq. or the maximum of the City's insurance coverage, whichever is greater.
- 25.7 In the event the health insurance provisions of this agreement fail to meet the requirements of the Patient Protection and Affordable Care Act (ACA) and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the union and the Employer will meet immediately to bargain over alternative provisions, as it applies to health insurance, so as to comply with the Act and avoid penalties, taxes or fines for the employer. Either party to the Agreement that requests a reopener under this Section shall be obligated to provide specific documentation as to the provision of the ACA that is cause for the requested reopener at the time such request is made.

**DELINQUENT PAYMENT:**

- 25.8 Notwithstanding anything herein contained, it is agreed that in the event the City is delinquent at the end of a period in the payment of its contribution to the Teamsters Local 346 Health Plan E, Dental Plan G and Vision Plan F, Life Insurance and the Public Employees Retirement Association, the Local Union shall have the right to take such legal action as they deem necessary until such delinquent payments be made, and it is further agreed that in the event such action is taken, the city shall be responsible to the employees for losses resulting there from.

**LIFE INSURANCE:**

- 25.9 Each regular employee shall be insured with a \$50,000 term life insurance policy.

**ARTICLE 26**

**SHIFT DIFFERENTIAL:**

- 26.1 Employees that begin a shift from 6:00 p.m. to 6:00 am shall receive in addition to regular pay a shift differential of \$0.80 per hour for each hour worked during that timeframe.
- 26.2 Employees that begin a shift from 1:00 p.m. to 6:00 pm shall receive in addition to regular pay a power shift differential of \$.40 per hour for each hour worked during that time frame.

**ARTICLE 27**

**WAGES AND CLASSIFICATIONS:**

27.1 Wages and classifications shall be attached to this Agreement as an appendix "A".

27.2 New hires/promotions - Per city policy new hires can be hired and placed anywhere on the step plan based upon their education, experience and skills. Further, the policy allows for an employee exceeding expectation as part of their annual evaluation to advance multiple steps. Thus timing flexibility is built into the 9 step plan addressing the concern of union. Current employees promoted to the position of Sergeant or Detective shall during the term of the contract be placed upon the plan at the same wage as individuals in similar positions and progress through the plan as detailed above.

**ARTICLE 28**

**UNIFORMS:**

28.1 Uniform requirements are outlined in Cloquet Police Department Policy 1024. Pursuant to this policy officers will receive an annual \$500 Uniform Maintenance/Replacement allowance.

**ARTICLE 29**

**LONGEVITY:**

29.1 In addition to base salary, effective January 1, 2009, employees shall receive longevity pay according to the following schedule:

<u>Percent of Base Salary</u>	<u>Anniversary of Employment</u>
2.0%	after 5 <sup>th</sup>
2.5%	after 10 <sup>th</sup>
3.0%	after 15 <sup>th</sup>
3.5%	after 20 <sup>th</sup>

**ARTICLE 30**

**CANINE OFFICER PAY**

30.1 A Police officer assigned by the Employers as Canine Officer shall receive one-half (1/2) hour straight time pay at their regular hourly base wage rate for days the employee is scheduled for duty. For those days, the employee is not scheduled for duty the employee shall receive one-half (1/2) hour of compensation at one and one-half (1 ½ x) their regular hourly base wage rate. No extra compensation shall be provided for days the employee does not have the dog at home or for days they do not personally care for the dog when the dog is kenneled at the City's expense.

**ARTICLE 31**

**JOB TRANSFER:**

- 31.1 When employees are assigned to work in a higher classification, the employee shall receive the higher rate of pay for each hour such work is performed. At no time shall employees receive rates of pay that are lower than their classification pay schedule.

**ARTICLE 32**

**WAIVER**

- 32.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 32.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

**ARTICLE 33**

**DURATION**

This Agreement shall be effective from the 1<sup>st</sup> day of January 2021, and effective up to and including the 31<sup>st</sup> day of December, 2023, and shall automatically renew itself thereafter, until and unless either party, at least one hundred eighty (180) days before the 31<sup>st</sup> day of December, 2023, notifies the other party in writing that it desires to terminate or modify the Agreement. If the notice given is one expressing an election to terminate the Agreement, it shall then expire December 31, 2023. If the notice is one of modification, the parties shall then begin negotiations on the proposed modification, as soon as possible after such notice has been given. During the period of negotiations on the modifications, the terms and conditions of the Agreement on which there was no request for modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FOR: THE CITY OF CLOQUET

FOR: TEAMSTERS GENERAL LOCAL UNION No. 346

By: \_\_\_\_\_

Roger Maki  
Mayor

By: \_\_\_\_\_

Secretary-Treasurer

By: \_\_\_\_\_

Tim Peterson  
City Administrator

By: \_\_\_\_\_

President



## Appendix "A" Wages Proposals

Increase the Compensation Schedule based upon the following:

January 1, 2021

- On 1/1/21 all employees shall receive a 3% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

January 1, 2022

- On 1/1/22 all employees shall receive a 3% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

January 1, 2023

- On 1/1/23 all employees shall receive a 3% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

Trainer Pay:

- Field training officer's incentive pay shall be \$4.00 per hour worked as field training officer during any work shift that they are recorded as a field training officer in writing by the Chief or his/her designee.
- Trainer - Effective upon ratification, an employee who is assigned, by written order of the Chief, to be a department trainer in the subjects of firearms proficiency, defensive tactics, or other areas as determined by the Chief, shall receive \$4.00 per hour for time worked as a trainer during any work shift in which the employee does planned and approved training work.

**FTO Completion:**

**New officers, upon successful completion of FTO, will be awarded one Step increase on the City Pay Plan**



**ADMINISTRATIVE OFFICES**

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

**REQUEST FOR COUNCIL ACTION**

---

To: Mayor and City Council  
From: James Barclay, Assistant City Administrator & HR Dir *TC*  
Date: December 15, 2020

---

**ITEM DESCRIPTION:** 2021 Non-Union Employee Pay Plan

---

**Proposed Action**

Staff recommends the City Council move to approve a 3% wage increase to the non-union employee Pay Plan effective 01/01/2021.

**Background/Overview**

A 3% wage increase for non-union staff is consistent with the wage settlement of 3% included in both Teamsters and the AFSCME bargaining agreements and was included in the 2021 budget.

Actual wage adjustments for the non-union staff in 2021 will be addressed with the individual employees as part of their 2020 performance evaluations and consistent with the 2021 adopted budget. These evaluations are in the process of being completed prior to the end of the year.

**Policy Objectives**

The City must stay in compliance with the Minnesota Pay Equity Act. This Act requires that each local government analyze its pay structure for evidence of inequities. The City is required to report its wage and benefit results to the State of Minnesota every three years to ensure that it is in compliance with this Act. With the labor contracts settled, it is appropriate that for pay equity purposes the non-union group also see its portion of the Pay Plan adjusted in a similar fashion.

**Financial/Budget/Grant Considerations**

None beyond those already identified in the 2021 budget.

**Advisory Committee/Commission Action**

None.





**ADMINISTRATIVE OFFICES**

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

**REQUEST FOR COUNCIL ACTION**

---

To: Mayor and City Council  
From: James Barclay, Assistant City Administrator/HR Dir  
Reviewed by: Tim Peterson, City Administrator *TCP*  
Date: December 15, 2020

---

**ITEM DESCRIPTION:** 2020 Pay Equity Implementation Report

---

**Proposed Action**

Staff recommends the City Council move to approve the 2020 Pay Equity Implementation Report and authorize staff to submit this report to the State.

**Background/Overview**

In 1984, the Minnesota Legislature passed the Local Government Pay Equity Act (M.S. 471.991-.999). Local governments were given until December 31, 1991 to comply with the law and were required to file reports with the State by January 1992. All jurisdictions were then placed on a three-year reporting cycle with a third of them reporting each year beginning in 1994.

Attached, the City Council will find a copy of its 2020 Pay Equity Report required by the State. This report is for the year ended December 31, 2020. In analyzing our data, it appears the City will receive an **“in compliance”** finding.

**Policy Objectives**

State law requires all public jurisdictions to eliminate any sex based wage inequities in compensation. Pay equity is a method of eliminating discrimination against women who are paid less than men for jobs requiring comparable level of expertise. This goes beyond the familiar idea of “equal pay for equal work” where men and women with the same jobs must be paid equally. A policy to establish pay equity usually means:

- 1) That all jobs will be evaluated and given points according to the level of knowledge and responsibility required to do that job; and
- 2) That salary adjustments will be made if it is discovered that women are consistently paid less than men for jobs with similar points.

**Financial/Budget/Grant Considerations**

There are no financial impacts related to the submittal of the attached report. Should the City be found out of compliance, financial impacts could include the cost to bring the plan into compliance and penalties.

**Advisory Committee/Commission Action**

None.

**Supporting Documentation Attached**

- Compliance report.

## Compliance Report

Jurisdiction: Cloquet  
101 14th Street

Cloquet, MN 55720

Contact: James Barclay

Phone: (218) 879-3347

E-Mail: JBarclay@cloquetmn.gov

Report Year: 2021

Case: 1 - 2021 DATA (Private (Jur Only))

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

### I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	23	12	2	37
# Employees	51	16	5	72
Avg. Max Monthly Pay per employee	5719.28	5129.39		5560.62

### II. STATISTICAL ANALYSIS TEST

#### A. Underpayment Ratio = 156.5217 \*

	Male Classes	Female Classes
a. # At or above Predicted Pay	14	9
b. # Below Predicted Pay	9	3
c. TOTAL	23	12
d. % Below Predicted Pay (b divided by c = d)	39.13	25.00

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

#### B. T-test Results

Degrees of Freedom (DF) = 65	Value of T = -2.308
------------------------------	---------------------

a. Avg. diff. in pay from predicted pay for male jobs = 1

b. Avg. diff. in pay from predicted pay for female jobs = 82

### III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 8.00

B. Avg. # of years to max salary for female jobs = 8.00

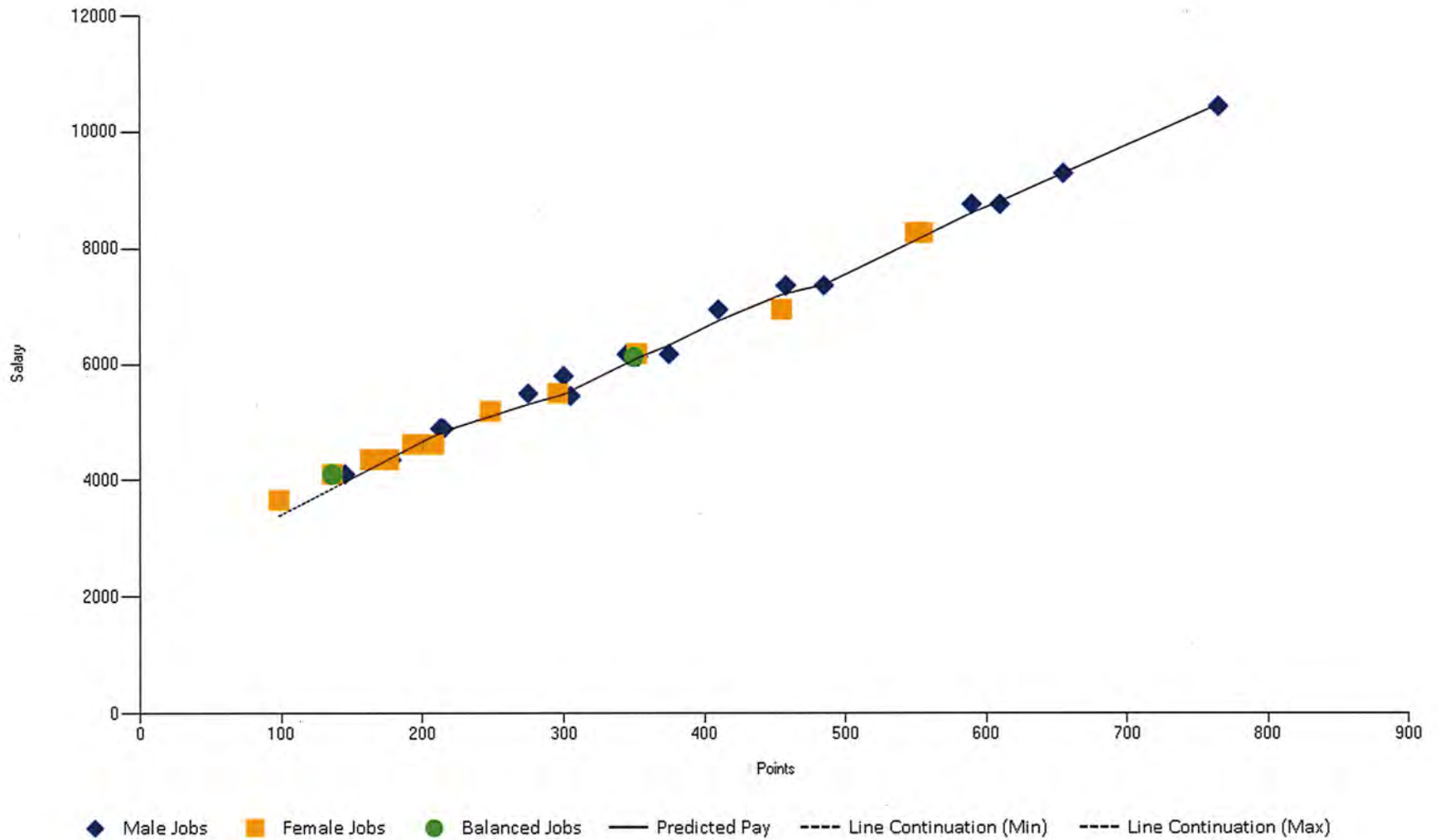
### IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 8.70 \*

B. % of female classes receiving ESP = 0.00

\*(If 20% or less, test result will be 0.00)

## Predicted Pay Report for: Cloquet Case: 2021 DATA







**ADMINISTRATIVE OFFICES**

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

**REQUEST FOR COUNCIL ACTION**

To: Mayor and City Council  
From: Derek Randall, Chief of Police  
Reviewed by: Tim Peterson, City Administrator *TRP*  
Date: December 8, 2020

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**ITEM DESCRIPTION:** **City Code No. 6.11: Regulation and Licensing of Pawn Brokers**  
**Amendment regarding the collection procedures for Billable**  
**Transaction License Fees**

---

**Proposed Action**

Staff recommends the City Council move to pass Ordinance 493A amending City Code section 6.11.05 Subdivision 4 and pass Resolution 20-92 amending the 2020 Fee Schedule for Pawnbroker Transaction Fees.

**Background**

Currently, under Section 6.11.05 *Fees* of the Cloquet Regulation and Licensing of Pawn Brokers Ordinance states, the transaction fee shall reflect the cost of processing transactions from the respective classifications and other related regulatory expenses as determined by the City Council.

This subdivision of the code was previously modified to add flexibility and reduce the number of code amendments caused by the frequent fee changes set forth by Minneapolis' Automated Property System, the repository of the pawn transactions, and software vendor.

In late 2018, the Minneapolis APS system ceased operation, forcing police agencies with pawnshops regulations to find another software vendor for pawn transaction monitoring.

The CPD began seeking out input from other states, regional, and local agencies to learn what vendors they were using. The overwhelming choice of other agencies was LeadsOnline. LeadsOnline is a national online investigative system used by more than 3,000 law enforcement agencies (including our neighboring agency, Duluth PD, where many of our stolen items end up in their pawn shops.)

This robust system is more expensive than Minneapolis APS (almost double) due to the additional resources of LeadsOnline partnering with eBay to provide eBay transaction information and online sales search lookups. This software allows law enforcement to work more efficiently by delivering expedited subpoena returns for online retailers (like eBay) and provides an extensive records database of property transactions online and within our local, state, and regional pawnshops.

Because of those additional benefits, which are not directly related to pawn transactions, the police department suggests the pawnshops cover 75% of the LeadsOnline costs and not the entire expense for the service as the current ordinance reads. With these changes, the pawnshop would incur approximately an additional \$25/month to their pawn transaction fees. *(This was calculated by averaging the monthly transaction fees of the past few years of our current pawn shop.)*

The amendment, if approved, would amend subdivision 4 (1) *Billable Transaction License Fee* to instead read:

- (1) The billable transaction license fee shall be reviewed and determined by the City Council annually and updated within the Annual Fee Schedule.

### **Policy Objectives**

The Regulation and Licensing of Pawn Brokers ordinance should identify costs responsibility by use requirements between the local pawn shop(s) and the Cloquet Police Department.

### **Supporting Documentation Attached**

1. Ordinance 493A
2. Resolution 20-92
3. City Code Chapter 6 Section 6.11.05

**ORDINANCE NO. 493A**

**AN ORDINANCE TO AMEND CHAPTER 6 OF THE MUNICIPAL CODE PERTAINING TO REGULATIONS AND LICENSING OF PAWNBROKERS**

The City Council of the City of Cloquet does hereby ordain as follows:

**Section 1. Section 6.11.05, Fees, Subdivision. 4, Billable Transaction License Fee is amended to read as follows:**

(1) The billable transaction license fee shall be reviewed and determined by the City Council annually and updated within the Annual Fee Schedule.

(2) The billable transaction license fee shall be reviewed and adjusted as necessary. Licensees shall be notified in writing thirty (30) days before any adjustment is implemented. The billable transaction fee for modem transactions shall not exceed the billable transaction fee for manual transactions.

(3) Billable transaction fees shall be automatically remitted monthly and are due and payable within thirty (30) days. Failure to do so is a violation of this chapter.

**Section 2. Effective Date.** This ordinance shall take effect after passage and publication by the law, retroactively to January 1, 2020.

Passed this 15th day of December 2020.

CITY OF CLOQUET

By: \_\_\_\_\_  
Its Mayor

ATTEST:

By: \_\_\_\_\_  
Its City Administrator

Published this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**RESOLUTION NO. 20-92**

**RESOLUTION AMENDING THE  
2020 FEE SCHEDULE**

**WHEREAS,** The City of Cloquet annually charges fees for a variety of services, licenses, and permits; and

**WHEREAS,** The City Council has adopted an ordinance updating the pawnbroker transaction fee; and

**WHEREAS,** City Code allows the City to establish fees by resolution; and

**WHEREAS,** The City Council has concluded that it is appropriate for the fee schedule to be amended to include fees for this service.

**NOW, THEREFORE, BE IT RESOLVED,** That the 2020 fee schedule be amended to include the following revised fees:

2020

Pawnbroker Transaction Fees (annually)  
(retroactive to January 1, 2020)

One pawnshop	\$1596.00
Two pawnshops	\$798.00

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET  
THIS 15TH DAY OF DECEMBER 2020.**

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Roger Make, Mayor

ATTEST:

---

Tim Peterson, City Administrator

**6.11.05 Fees.**

**Subd. 1. License Fee.** The annual fee for a license shall be Three Hundred Dollars (\$300) or at such amount as adopted from time to time by the City Council and this fee shall be payable in advance and no license shall be issued until the fee shall be paid. The license fee shall be payable annually in accordance with procedures established by the City Administrator's Office.

**Subd. 2. Duration.** All licenses issued hereunder expire on the 1st day of January of each year. If the license period is for less than one year, the fee to be paid by the applicant shall not be pro rated. The payment of the fee in installments shall not be allowed.

**Subd. 3. Investigative Fee.** An applicant for a new license under this chapter, or for the renewal of an existing license that is more than six (6) months past due, shall deposit five hundred dollars (\$500.00) with the Police Department at the time an original application is submitted to cover the costs involved in verifying the license application and to cover the expense of any investigation needed to assure compliance with this chapter. If the investigation is conducted outside the State of Minnesota, the issuing authority may recover the actual investigation costs not exceeding two thousand five hundred dollars (\$2,500.00).

**Subd. 4. Billable Transaction License Fee.**

- (1) The billable transaction license fee shall be reviewed and determined by the City Council annually and updated within the Annual Fee Schedule. ~~reflect the cost of processing transactions from the respective classifications and other related regulatory expenses as determined by the City Council.~~
- (2) The billable transaction license fee shall be reviewed and adjusted as necessary. Licensees shall be notified in writing thirty (30) days before any adjustment is implemented. The billable transaction fee for modem transactions shall not exceed the billable transaction fee for manual transactions.
- (3) Billable transaction fees shall be automatically remitted monthly and are due and payable within thirty (30) days. Failure to do so is a violation of this chapter.

**6.11.06 Bond and Workers Compensation Certificate.**

**Subd. 1.** Every applicant for a license to be issued under this section shall provide with his or her application a bond in the sum of \$5,000, by a corporate surety authorized to do business in this state, conditioned upon observance of and compliance with the conditions and provisions of this section. The bond shall be for the benefit of the City or any person who shall suffer damage through the act of the pawnbroker. The bond shall have the same term as the license which the applicant is seeking.

**Subd. 2.** Every applicant for a license to be issued under this section shall provide with his or her application a certificate evidencing that applicant has in force and effect workers compensation insurance required under the laws of the state or that the insurance shall not be required to be maintained by applicant.

**6.11.07 Payment of Taxes and Other Charges.** No license shall be granted under this section for the operation on any premises, on which real estate taxes, assessments or other financial claims of the City are delinquent and unpaid.

**6.11.08 Qualifications of Licensee.**



**6.11.05 Fees.**

**Subd. 1. License Fee.** The annual fee for a license shall be Three Hundred Dollars (\$300) or at such amount as adopted from time to time by the City Council and this fee shall be payable in advance and no license shall be issued until the fee shall be paid. The license fee shall be payable annually in accordance with procedures established by the City Administrator's Office.

**Subd. 2. Duration.** All licenses issued hereunder expire on the 1st day of January of each year. If the license period is for less than one year, the fee to be paid by the applicant shall not be pro rated. The payment of the fee in installments shall not be allowed.

**Subd. 3. Investigative Fee.** An applicant for a new license under this chapter, or for the renewal of an existing license that is more than six (6) months past due, shall deposit five hundred dollars (\$500.00) with the Police Department at the time an original application is submitted to cover the costs involved in verifying the license application and to cover the expense of any investigation needed to assure compliance with this chapter. If the investigation is conducted outside the State of Minnesota, the issuing authority may recover the actual investigation costs not exceeding two thousand five hundred dollars (\$2,500.00).

**Subd. 4. Billable Transaction License Fee.**

- (1) The billable transaction license fee shall be reviewed and determined by the City Council annually and updated within the Annual Fee Schedule.
- (2) The billable transaction license fee shall be reviewed and adjusted as necessary. Licensees shall be notified in writing thirty (30) days before any adjustment is implemented. The billable transaction fee for modern transactions shall not exceed the billable transaction fee for manual transactions.
- (3) Billable transaction fees shall be automatically remitted monthly and are due and payable within thirty (30) days. Failure to do so is a violation of this chapter.

**6.11.06 Bond and Workers Compensation Certificate.**

**Subd. 1.** Every applicant for a license to be issued under this section shall provide with his or her application a bond in the sum of \$5,000, by a corporate surety authorized to do business in this state, conditioned upon observance of and compliance with the conditions and provisions of this section. The bond shall be for the benefit of the City or any person who shall suffer damage through the act of the pawnbroker. The bond shall have the same term as the license which the applicant is seeking.

**Subd. 2.** Every applicant for a license to be issued under this section shall provide with his or her application a certificate evidencing that applicant has in force and effect workers compensation insurance required under the laws of the state or that the insurance shall not be required to be maintained by applicant.

**6.11.07 Payment of Taxes and Other Charges.** No license shall be granted under this section for the operation on any premises, on which real estate taxes, assessments or other financial claims of the City are delinquent and unpaid.

**6.11.08 Qualifications of Licensee.**



**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: Caleb Peterson, Public Works Director  
Reviewed By: Tim Peterson, City Administrator  
Date: December 15, 2020

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**ITEM DESCRIPTION:** Carlton County Plan Approval

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**Proposed Action**

Staff recommends that the City Council move to adopt **RESOLUTION NO. 20-93, APPROVING PLANS FOR CARLTON COUNTY PROJECT NO. (SAP) 009-605-029 ALONG UNIVERSITY ROAD (CSAH 5).**

Staff further recommends that the City Council move to adopt **RESOLUTION NO. 20-94, APPROVING PLANS FOR CARLTON COUNTY PROJECT NO. (SAP) 009-607-026 ALONG BIG LAKE ROAD (CSAH 7).**

**Background/Overview**

Carlton County has planned 2021 improvements along University Road from Big Lake Road to Cartwright Road and Big Lake Road from Pinewood Drive west beyond city limits. Per State Statute, improvements to a County State-Aid Highway (CSAH) within the corporate limits of any city requires prior approval of the plans by the governing body of such city.

The proposed project for University Road includes a mill and overlay, pavement markings and some pedestrian accommodations along the tribal complex. Big Lake Road improvements consist of full depth reclamation, repaving, and pavement markings. Both projects are primarily focused on pavement preservation with some minimal pedestrian accommodations/intersection improvements at key areas such as the University and Big Lake Road Intersection. The projects will result in some traffic impacts (lane closures with flaggers) during active work periods. City staff has reviewed the construction plans and is recommending project consent for both improvements.

**Policy Objectives**

N/A.

**Financial/Budget/Grant Considerations**

None.

**Advisory Committee/Commission Action**

N/A.

**Supporting Documents Attached**

- Resolution 20-93
- Resolution 20-94

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

**RESOLUTION NO. 20-93**

**APPROVING PLANS FOR CARLTON COUNTY PROJECT NO. (SAP) 009-605-029  
ALONG UNIVERSITY ROAD (CSAH 5)**

**WHEREAS**, plans for Carlton County Project No. (SAP) 009-605-029 showing proposed improvement of County State-Aid Highway No. 5 within the limits of the City of Cloquet as a State Aid Project have been prepared and presented to the City of Cloquet.

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

That said plans are hereby approved.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15<sup>th</sup>  
DAY OF DECEMBER 2020.**

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

ATTEST:

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

I HEREBY CERTIFY that the above is a true and correct copy of a resolution presented to and adopted by the City of Cloquet, County of Carlton, State of Minnesota, at a duly authorized Municipal Council Meeting held in the Municipality of Cloquet, Minnesota on the 15th day of December 2020, as disclosed by the records of said Municipality on file and of record in the office.

\_\_\_\_\_  
City Clerk

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

**RESOLUTION NO. 20-94**

**APPROVING PLANS FOR CARLTON COUNTY PROJECT NO. (SAP) 009-607-026  
ALONG BIG LAKE ROAD (CSAH 7)**

**WHEREAS**, plans for Carlton County Project No. (SAP) 009-607-026 showing proposed improvement of County State-Aid Highway No. 7 within the limits of the City of Cloquet as a State Aid Project have been prepared and presented to the City of Cloquet.

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

That said plans are hereby approved.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 15<sup>th</sup>  
DAY OF DECEMBER 2020.**

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

ATTEST:

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

I HEREBY CERTIFY that the above is a true and correct copy of a resolution presented to and adopted by the City of Cloquet, County of Carlton, State of Minnesota, at a duly authorized Municipal Council Meeting held in the Municipality of Cloquet, Minnesota on the 15th day of December 2020, as disclosed by the records of said Municipality on file and of record in the office.

\_\_\_\_\_  
City Clerk

# STATE OF MINNESOTA CARLTON COUNTY

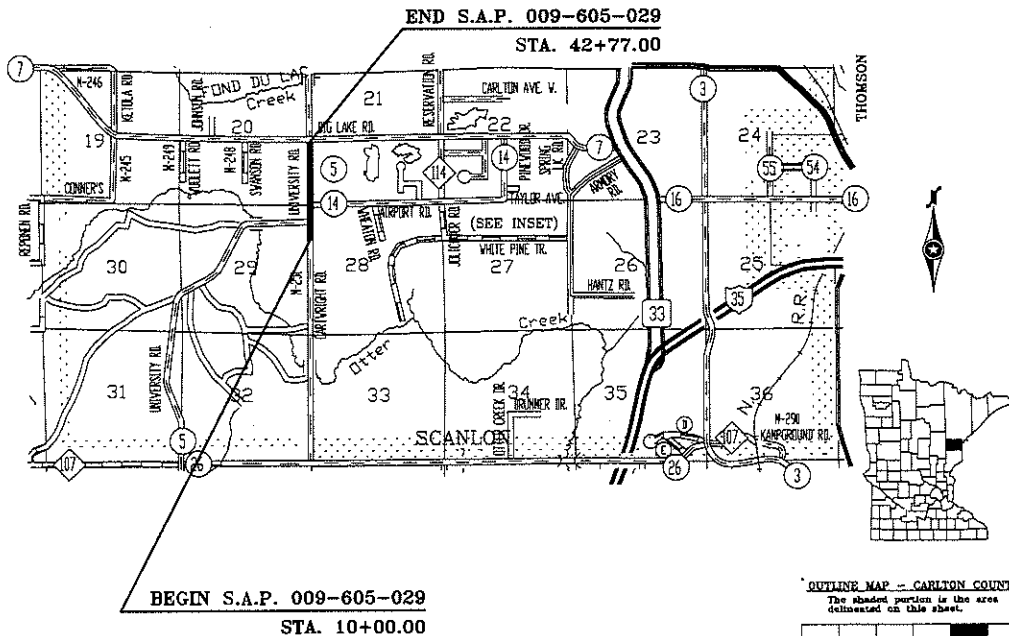
CONSTRUCTION PLAN FOR MILL, BITUMINOUS SURFACING, AGGREGATE SURFACING, AND PAVEMENT MARKINGS.

PROJECT NO. S.A.P. 009-605-029

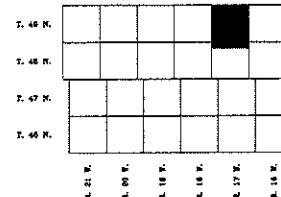
LOCATED ON C.S.A.H. #5 BETWEEN CARTWRIGHT RD AND C.S.A.H. #7 (GEOGRAPHIC DESCRIPTION)  
(UNIVERSITY RD.) (BIG LAKE RD.)

FROM 969.80 FT SOUTH OF AND TO WEST QUARTER CORNER OF (LEGAL DESCRIPTION)  
9.54 FT WEST OF THE NORTHWEST CORNER SEC. 21, T. 49 N., R. 17 W.  
SEC. 29, T. 49 N., R. 17 W.

GROSS LENGTH	3277.00	FEET	0.621	MILES
BRIDGES - LENGTH	0.00	FEET	0.000	MILES
EXCEPTIONS - LENGTH	0.00	FEET	0.000	MILES
NET LENGTH	3277.00	FEET	0.621	MILES



**OUTLINE MAP - CARLTON COUNTY**  
The shaded portion is the area delineated on this sheet.



- STATE LINE
- COUNTY LINE
- TOWNSHIP OR RANGE LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE
- RIGHT OF WAY LINE
- STONE EASEMENT
- PRESIDENT RIGHT OF WAY LINE
- CONTROL OF ACCESS LINE
- PROPERTY LINE
- UNGATED PROPERTY LINE
- CORPORATE OR CITY LIMITS
- TRUNK HIGHWAY CENTER LINE

- RETAINING WALL
- RAILROAD
- UNGATED RIGHT OF WAY LINE
- RIVER OR CREEK
- DRY RUN
- DRAINAGE DITCH
- ORAIN TILE
- GULCH
- DRAIN DITCH
- CLAYDRAIN
- BARBED WIRE FENCE
- WOODEN WIRE FENCE
- CHAIN LINK FENCE
- RAILROAD SNOW FENCE
- STONE WALL OR FENCE
- RAILROAD CROSSING SIGN
- RAILROAD CROSSING BELL
- ELECTRICAL WARNING SIGN
- CROSSING LIGHT
- MEMBER CORNER
- SPRINGS
- MARSH

- TIMBER
- CRUSHED
- BRUSH
- MUDSPRAY
- CATCH BASIN
- PIPE HYDRANT
- CATTLE GUARD
- OVERPASS (Highway Over)
- UNDERPASS (Highway Under)
- BRIDGE
- IRON PIPE ON ROAD
- MONUMENT (Stone, Concrete, or Metal)
- WOODEN HUB
- GRAVEL PIT
- SAND PIT
- BOTTOM PIT
- ROCK QUARRY

- UTILITIES SYMBOLS**
- POWER POLE LINE
  - TELEPHONE OR TELEGRAPH POLE LINE
  - JOINT TELEPHONE AND POWER ON POWER POLES
  - JOINT TELEPHONE AND POWER ON TELEPHONE POLES
  - ANCHOR
  - STEEL TOWER
  - STREET LIGHT
  - PEDISTAL (Telephone Cable Terminal)
  - GAS MAIN
  - SEWER MAIN
  - CONDUIT
  - TELEPHONE CABLE IN CONDUIT
  - ELECTRIC CABLE IN CONDUIT
  - TELEPHONE MANHOLE
  - ELECTRIC MANHOLE
  - BURNED TELEPHONE CABLE
  - BURNED ELECTRIC CABLE
  - AERIAL TELEPHONE CABLE
  - SEWER (SANITARY OR STORM)
  - SEWER MANHOLE

- SCALES**
- INDEX MAP 0 2540 FEET

## GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

DESCRIPTION	SHEET NO.
TITLE SHEET	1
ESTIMATED QUANTITIES	2-3
STANDARD PLATES	4
APPROACH AND ENTRANCE DETAIL	5-6
REMOVE TABULATION SHEETS	7-8
CONSTRUCTION TABULATION SHEETS	9-12
PAVEMENT MARKING TABULATION SHEET	13-14
PEDESTRIAN RAMP CROSSWALK FLASHERS	15
TYPICAL SECTIONS	16-18
TRAFFIC CONTROL PLAN	19

(THIS PLAN CONTAINS 19 SHEETS)

## DESIGN DESIGNATION

FUNCTIONAL CLASS=	<u>MINOR COLLECTOR</u>
TON DESIGN=	<u>10 TON</u>
PRESENT ADT. (YEAR)=	<u>523 (2021)</u>
PROJ. ADT. (YEAR)=	<u>627 (2041)</u>
PROJ. HCADT.	<u>&lt;150</u>
DESIGN SPEED=	<u>30 M.P.H.</u>
	<u>207,756</u>
R-VALUE=	<u>20</u>
SOIL FACTOR=	<u>100%</u>
TRAFFIC LANES=	<u>2</u>
SHOULDER WIDTH=	<u>VARIABLE (SEE TYP. SECTIONS)</u>
BASED ON STOPPING SIGHT DISTANCE:	
HEIGHT OF EYE=	<u>3.5 FT.</u>
HEIGHT OF OBJECT=	<u>2.0 FT.</u>

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

\_\_\_\_\_  
JUNYENTE REUMANN, CARLTON COUNTY ENGINEER, LICENSE NO. 90851

\_\_\_\_\_  
REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY:  
DISTRICT STATE AID ENGINEER

\_\_\_\_\_  
APPROVED FOR STATE AID FUNDING:  
STATE AID ENGINEER

Plan Created By: C.J. Thompson  
Date: 8/16/2015

Plan Revised By: R.N. Silgers  
Date: 12/3/2020

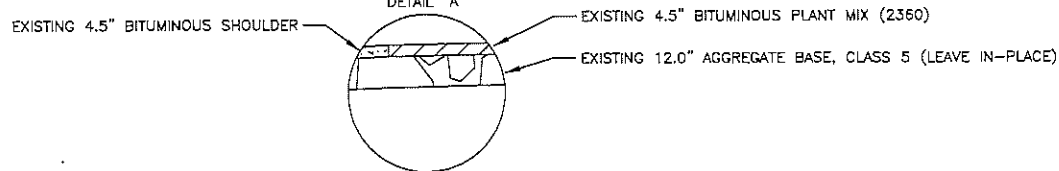
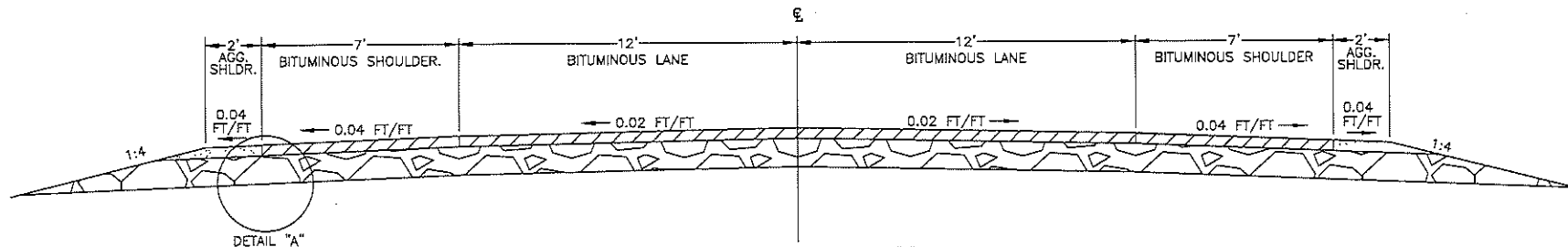
This plan sheet was prepared by me or under my direct supervision.  
\_\_\_\_\_  
C.J. Thompson, Professional Engineer, License No. 50827

STATE AID PROJECT No. 009-605-029 (C.S.A.H. #5) SHEET NO. 1 OF 19 SHEETS.



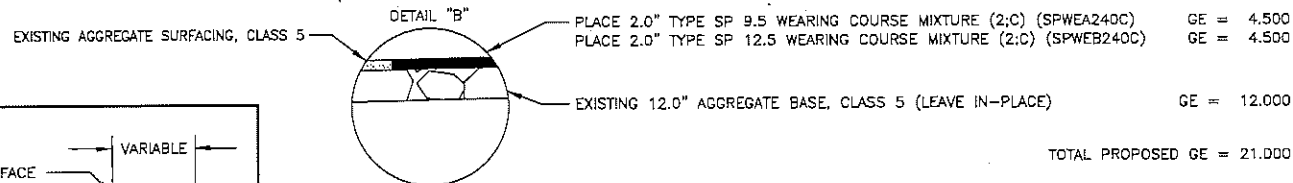
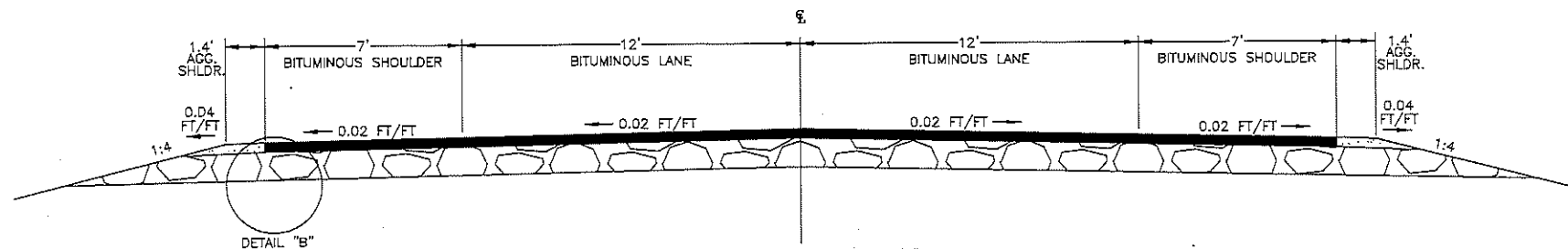
## EXISTING TYPICAL SECTION

STA. 10+00.00 TO STA. 17+36.00  
CSAH #5



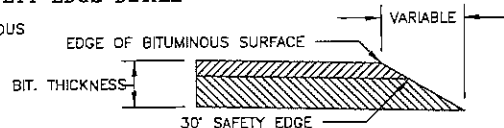
## PROPOSED TYPICAL SECTION

STA. 10+00.00 TO STA. 17+36.00  
CSAH #5



### SAFETY EDGE DETAIL

NOTE: SHALL BE USED WHEN NEW BITUMINOUS IS GREATER THAN 2" AND LESS THAN 6"



SCALES:	
TYPICAL 0	2' 0 2'
HORIZ.	VERT.

EXISTING AND PROPOSED

TYPICAL SHEET-1

TOTAL PROPOSED GE = 21.000

Plan Created By: C.J. Thompson  
Date: 8/16/2019

Sheet Revised By: K.M. Schiller  
Date: 12/3/2020

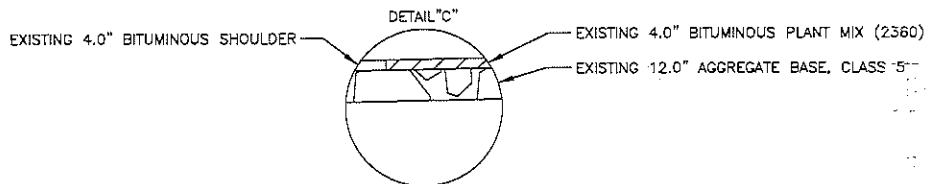
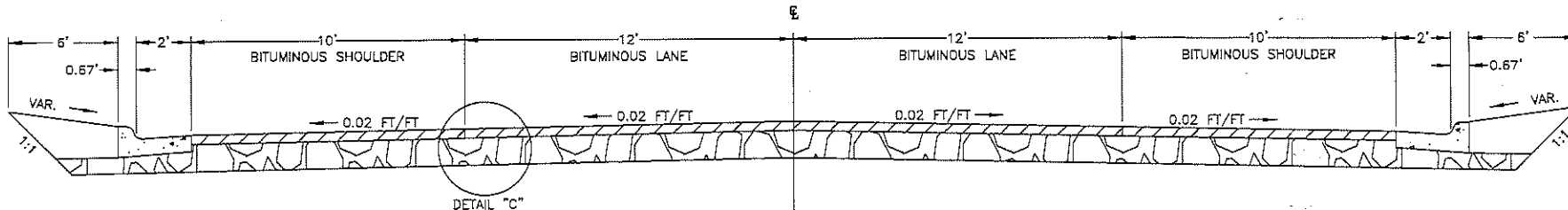
Plan Revised By: C.J. Thompson  
Date: 12/3/2020

This plan sheet was prepared by me or under my direct supervision.  
I am a duly Licensed Professional Engineer, License No. 51851

STATE AID PROJECT No. 009-605-029 (C.S.A.H. #5) SHEET NO. 16 OF 19 SHEETS.

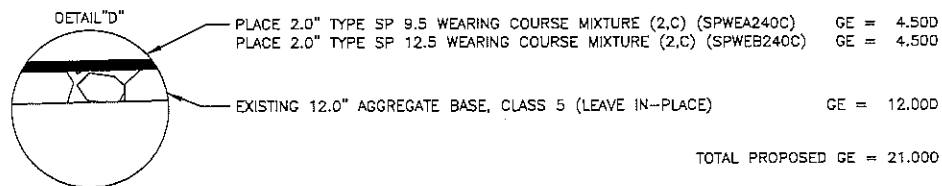
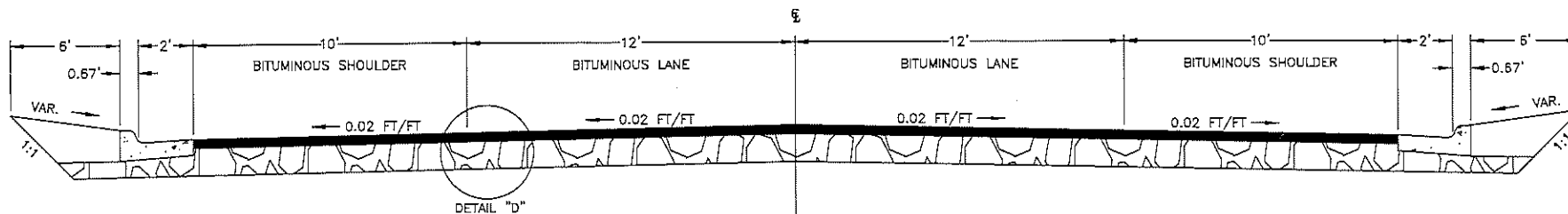
## EXISTING TYPICAL SECTION

STA. 17+36.00 TO STA. 34+69.00  
CSAH #5



## PROPOSED TYPICAL SECTION

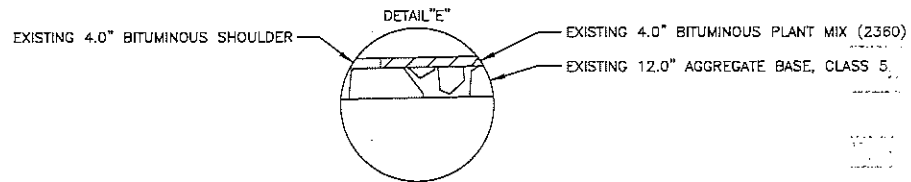
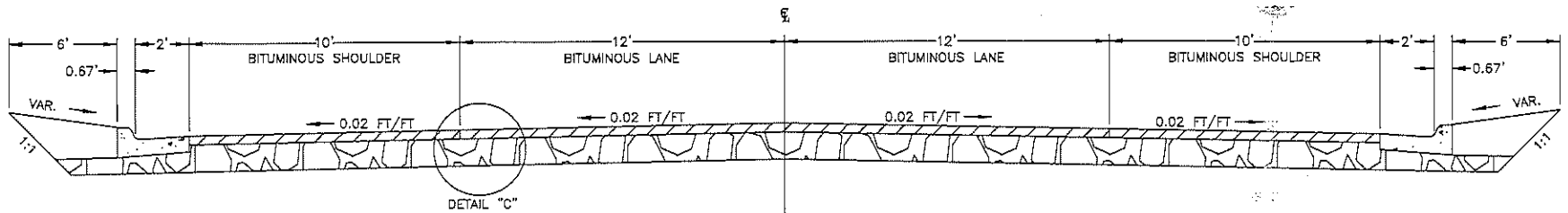
STA. 17+36.00 TO STA. 34+69.00  
CSAH #5



<p><b>SCALES:</b></p> <p>TYPICAL 0    2'    0    2'</p> <p style="font-size: small;">HORIZ.    VERT.</p>	<p><b>EXISTING AND PROPOSED</b></p> <p><b>TYPICAL SHEET-2</b></p>
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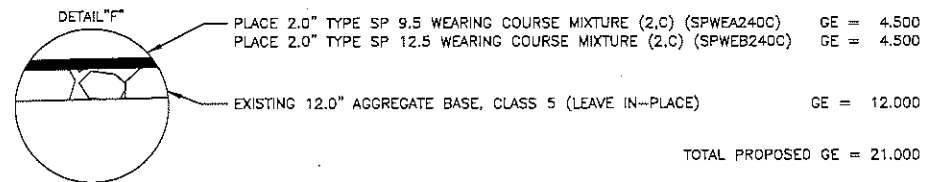
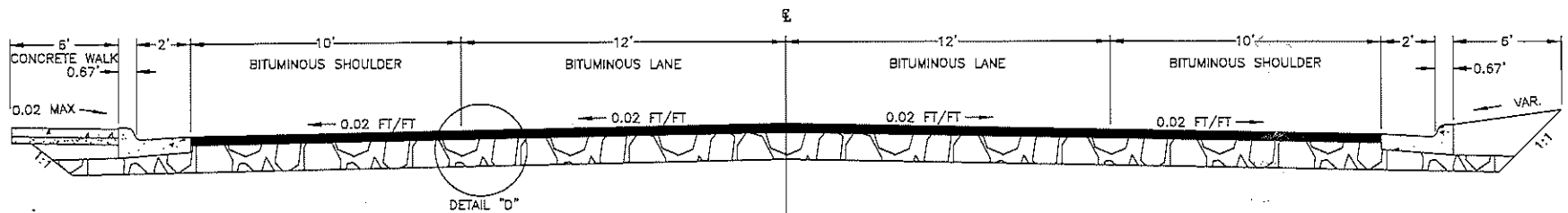
## EXISTING TYPICAL SECTION

STA. 34+69.00 TO STA. 42+77.00  
CSAH #5



## PROPOSED TYPICAL SECTION

STA. 34+69.00 TO STA. 42+77.00  
CSAH #5



<p>SCALES:</p> <p>TYPICAL <math>\frac{1}{2}</math>" HORIZ. <math>\frac{1}{2}</math>" VERT.</p>	<p>EXISTING AND PROPOSED</p> <p>TYPICAL SHEET-3</p>
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Plan Created By: G.J. Thompson      Sheet Revised By: K.M. Schillo      Plan Revised By: G.J. Thompson      This plan sheet was prepared by me or under my direct supervision.  
Date: 8/16/2019                              Date: 11/18/2020                              Date: 12/9/2020                              I am a duly Licensed Professional Engineer, State of Missouri.

STATE AID PROJECT No. 009-605-029 (C.S.A.H. #5) SHEET NO. 18 OF 19 SHEETS.

# STATE OF MINNESOTA CARLTON COUNTY

**CONSTRUCTION PLAN FOR FULL DEPTH RECLAMATION, BITUMINOUS SURFACING, AGGREGATE SURFACING,  
AND PAVEMENT MARKINGS.**  
PROJECT NO. S.P. 009-607-026, S.P. 009-070-009 & S.P. 009-070-010

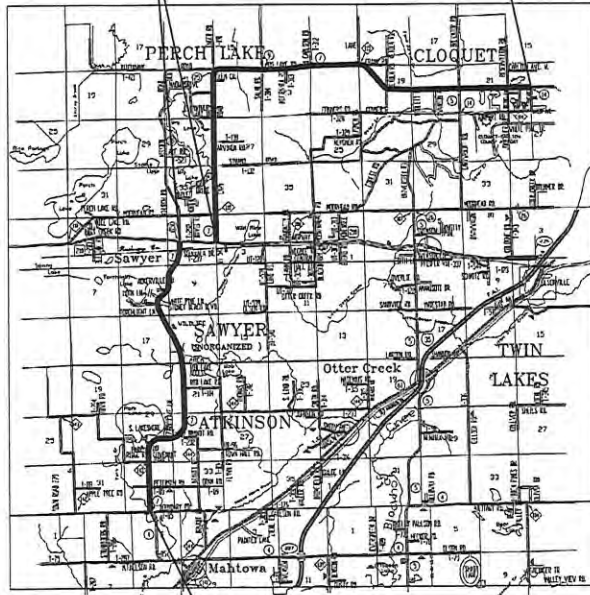
LOCATED ON C.S.A.H. #7 BETWEEN C.S.A.H. #4 AND C.S.A.H. #14 (GEOGRAPHIC DESCRIPTION)  
(PINWOOD DR.)

FROM 18.88 FT WEST OF THE SOUTH 1/4 CORNER TO 26.82 FT SOUTH OF AND (LEGAL DESCRIPTION)  
SEC. 32, T. 48 N., R. 18 W. 2532.30 FT EAST OF THE S.W. CORNER OF  
SEC. 22, T. 49 N., R. 17 W.

GROSS LENGTH	88175.00 FEET	16.700 MILES
BRIDGES - LENGTH	0.00 FEET	0.000 MILES
EXCEPTIONS - LENGTH	0.00 FEET	0.000 MILES
NET LENGTH	88175.00 FEET	16.700 MILES

**S.P. 009-607-026**  
**STA. 341+33.00**

**END S.P. 009-607-026**  
**STA. 881+75.00**

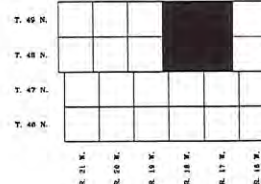


**BEGIN S.P. 009-607-026**  
**STA. 0+00.00**



**OUTLINE MAP - CARLTON COUNTY**

The shaded portion is the area delineated on this sheet.



FEDERAL PROJ. NO. \_\_\_\_\_

## GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

DESCRIPTION	INDEX	SHEET NO.
TITLE SHEET . . . . .	1	1
ESTIMATED QUANTITIES AND NOTES . . . . .	2-3	2-3
STANDARD PLATES . . . . .	4	4
APPROACH AND ENTRANCE DETAIL . . . . .	5-11	5-11
REMOVE TABULATION SHEETS . . . . .	12-16	12-16
CONSTRUCTION TABULATION SHEETS . . . . .	17-43	17-43
PAVEMENT MARKING TABULATION SHEETS . . . . .	44-49	44-49
MILLED SINUSOIDAL RUMBLE STRIPS . . . . .	50-53	50-53
TYPICAL SECTIONS . . . . .	54-68	54-68
SUPER ELEVATION CURVE CHARTS . . . . .	69-86	69-86
PLAN VIEWS . . . . .	87-90	87-90
STORM DRAIN BEDDING DETAIL AND TABULATION . . . . .	91	91
CROSS SECTIONS . . . . .	92	92
PEDESTRIAN RAMP DETAILS . . . . .	93-98	93-98
TEMPORARY SEDIMENT CONTROL . . . . .	99	99
TRAFFIC CONTROL PLAN . . . . .	100-101	100-101

(THIS PLAN CONTAINS 101 SHEETS)

## DESIGN DESIGNATION

FUNCTIONAL CLASS=	<u>MAJOR COLLECTOR</u>
TON DESIGN=	<u>10 TON</u>
PRESENT ADT. (YEAR)=	<u>7066 (2021)</u>
PROJ. ADT. (YEAR)=	<u>8479 (2041)</u>
PROJ. HCADT.	<u>&lt;500</u>
DESIGN SPEED=	<u>50 M.P.H.</u>
N18=	<u>1,785,803</u>
R-VALUE=	<u>30</u>
SOIL FACTOR=	<u>75-100 %</u>
TRAFFIC LANES=	<u>2</u>
SHOULDER WIDTH=	<u>VARIABLE (SEE TYP. SECTIONS)</u>
BASED ON STOPPING SIGHT DISTANCE:	
HEIGHT OF EYE=	<u>3.5 FT.</u>
HEIGHT OF OBJECT=	<u>2.0 FT.</u>

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*J. Neumann* DATE 12/8 2020  
JENNIFERE NEUMANN, CARLTON COUNTY ENGINEER, LICENSE NO. 50651

REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY: \_\_\_\_\_ DATE \_\_\_\_\_ 2020  
DISTRICT STATE AID ENGINEER

APPROVED FOR STATE AID FUNDING: \_\_\_\_\_ DATE \_\_\_\_\_ 2020  
STATE AID ENGINEER

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_ 2020  
STATE DESIGN ENGINEER

STATE LINE  
COUNTY LINE  
TOWNSHIP OR RANGE LINE  
SECTION LINE  
QUARTER SECTION LINE  
SIXTEENTH SECTION LINE  
RIGHT OF WAY LINE  
SLOPE (AS SHOWN)  
PRESENT RIGHT OF WAY LINE  
CONTROL OF ACCESS LINE  
PROPERTY LINE  
DUGATED PROPERTY LINE  
CORPORATE OR CITY LIMITS  
TRUNK HIGHWAY CENTER LINE

RETAINING WALL  
RAILROAD  
RAILROAD RIGHT OF WAY LINE  
FENCE OR CREEK  
DRY RUN

DRAINAGE DITCH  
DRAIN TILE  
CULVERT  
DRAIN INLET  
GUARD RAIL  
BARBED WIRE FENCE  
WOODEN WIRE FENCE  
CHAIN LINK FENCE  
RAILROAD SHED FENCE  
STONE WALL OF FENCE  
HEDGE  
RAILROAD CROSSING SIGN  
RAILROAD CROSSING BELL  
ELECTRICAL WARNING SIGN  
CROSSING GATE  
MEANDER CORNER  
SPRINGS

MATCH

TIMBER  
DISCHARGE  
BRUSH  
HURDLE

CATCH BASIN  
FIRE HYDRANT  
CATTLE GUARD

OVERPASS (Highway Over)  
UNDERPASS (Highway Under)

BRIDGE

IRON PIPE OR HEAD  
MONUMENT (Stone, Concrete, Metal)  
WOODEN PILE  
GRAVEL PIT  
SAND PIT  
BORROW PIT  
ROCK QUARRY

**UTILITIES SYMBOLS**

POWER POLE LINE  
TELEPHONE OR TELEVISION  
POLE LINE  
JOINT TELEPHONE AND POWER  
ON POWER POLES  
JOINT TELEPHONE AND POWER  
ON TELEPHONE POLES  
ANCHOR  
STEEL TOWER  
STREET LIGHT  
PEDESTAL (Telephone Code Terminal)

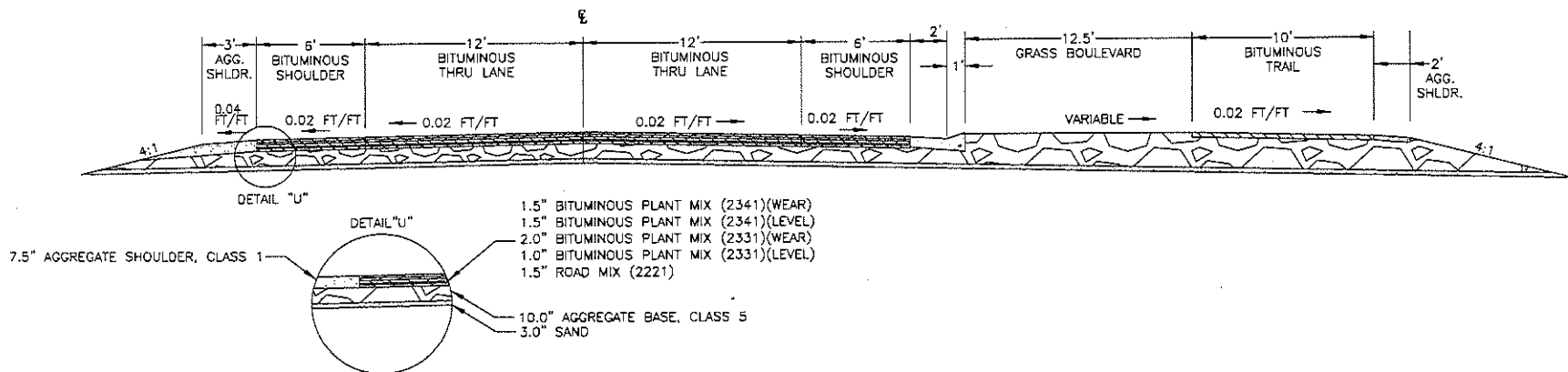
GAS MAIN  
WATER MAIN  
CONDUIT  
TELEPHONE CABLE IN CONDUIT  
ELECTRIC CABLE IN CONDUIT  
TELEPHONE MANHOLE  
ELECTRIC MANHOLE  
SHIELD TELEPHONE CABLE  
BURIED ELECTRIC CABLE  
AERIAL TELEPHONE CABLE  
SEWER (SOLID OR STORM)  
SEWER MANHOLE

**SCALES**

**INDEX MAP**

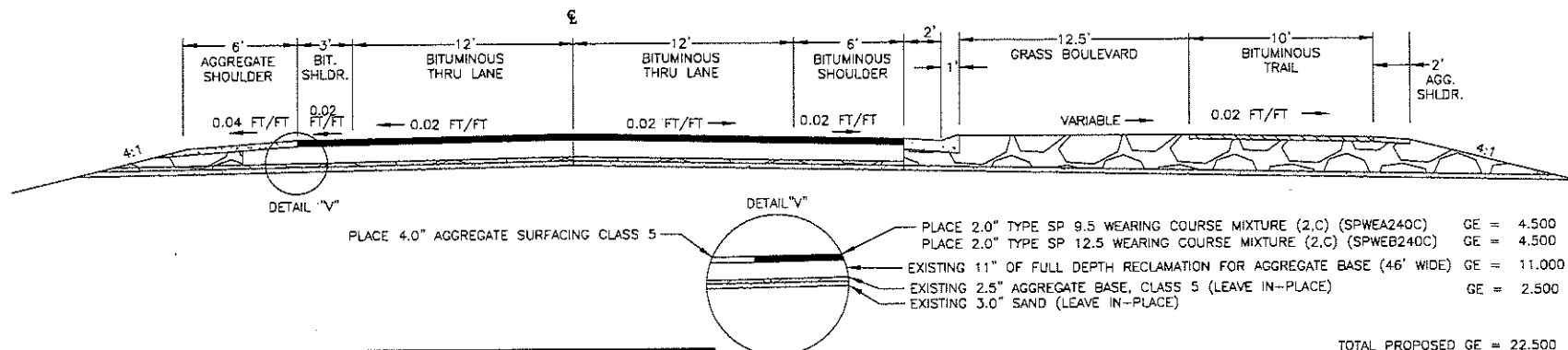
## EXISTING TYPICAL SECTION

STA. 826+60.00 TO STA. 843+36.00  
(WITHIN SEGMENT 7)  
CSAH #7



## PROPOSED TYPICAL SECTION

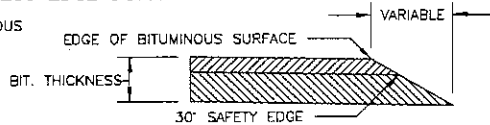
STA. 826+60.00 TO STA. 843+36.00  
CSAH #7



TOTAL PROPOSED GE = 22.500

### SAFETY EDGE DETAIL

NOTE: SHALL BE USED WHEN NEW BITUMINOUS IS GREATER THAN 2" AND LESS THAN 6"



EXISTING AND PROPOSED

TYPICAL SHEET-11

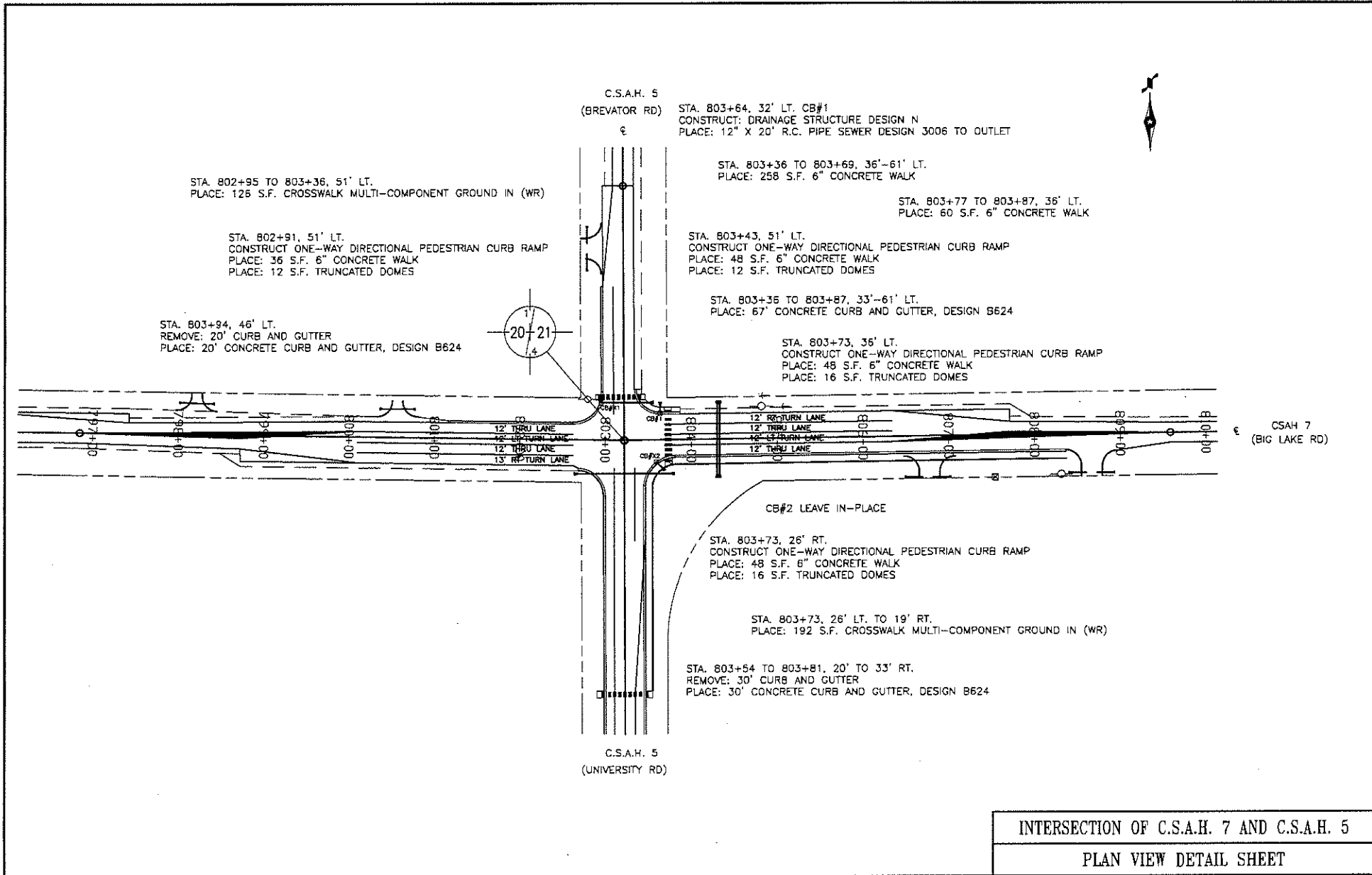
Plan Created By: G.J. Thompson  
Date: 8/16/2018

Sheet Revised By: K.M. Schille  
Date: 12/9/2020

Plan Revised By: G.J. Thompson  
Date: 12/9/2020

This plan sheet was prepared by me or under my direct supervision.  
I am a duly Licensed Professional Engineer in the State of North Carolina.  
Professional Engineer License No. 50851





STA. 802+95 TO 803+36, 51' LT.  
PLACE: 125 S.F. CROSSWALK MULTI-COMPONENT GROUND IN (WR)

STA. 802+91, 51' LT.  
CONSTRUCT ONE-WAY DIRECTIONAL PEDESTRIAN CURB RAMP  
PLACE: 36 S.F. 6" CONCRETE WALK  
PLACE: 12 S.F. TRUNCATED DOMES

STA. 803+94, 46' LT.  
REMOVE: 20' CURB AND GUTTER  
PLACE: 20' CONCRETE CURB AND GUTTER, DESIGN B624

C.S.A.H. 5  
(BREVATOR RD)

STA. 803+64, 32' LT. CB#1  
CONSTRUCT: DRAINAGE STRUCTURE DESIGN N  
PLACE: 12" X 20' R.C. PIPE SEWER DESIGN 3006 TO OUTLET

STA. 803+36 TO 803+69, 36'-61' LT.  
PLACE: 258 S.F. 6" CONCRETE WALK

STA. 803+77 TO 803+87, 36' LT.  
PLACE: 60 S.F. 6" CONCRETE WALK

STA. 803+43, 51' LT.  
CONSTRUCT ONE-WAY DIRECTIONAL PEDESTRIAN CURB RAMP  
PLACE: 48 S.F. 6" CONCRETE WALK  
PLACE: 12 S.F. TRUNCATED DOMES

STA. 803+36 TO 803+87, 33'-61' LT.  
PLACE: 67' CONCRETE CURB AND GUTTER, DESIGN B624

STA. 803+73, 36' LT.  
CONSTRUCT ONE-WAY DIRECTIONAL PEDESTRIAN CURB RAMP  
PLACE: 48 S.F. 6" CONCRETE WALK  
PLACE: 16 S.F. TRUNCATED DOMES

C.S.A.H. 7  
(BIG LAKE RD)

CB#2 LEAVE IN-PLACE

STA. 803+73, 26' RT.  
CONSTRUCT ONE-WAY DIRECTIONAL PEDESTRIAN CURB RAMP  
PLACE: 48 S.F. 6" CONCRETE WALK  
PLACE: 16 S.F. TRUNCATED DOMES

STA. 803+73, 26' LT. TO 19' RT.  
PLACE: 192 S.F. CROSSWALK MULTI-COMPONENT GROUND IN (WR)

STA. 803+54 TO 803+81, 20' TO 33' RT.  
REMOVE: 30' CURB AND GUTTER  
PLACE: 30' CONCRETE CURB AND GUTTER, DESIGN B624

C.S.A.H. 5  
(UNIVERSITY RD)

INTERSECTION OF C.S.A.H. 7 AND C.S.A.H. 5  
PLAN VIEW DETAIL SHEET



STA. 856+16, 52' LT.  
 CONSTRUCT ONE-WAY DIRECTIONAL PEDESTRIAN CURB RAMP  
 PLACE: 36 S.F. 6" CONCRETE WALK  
 PLACE: 12 S.F. TRUNCATED DOMES

STA. 855+75 TO 856+09, 52' LT.  
 PLACE: 108 S.F. CROSSWALK MULTI-COMPONENT GROUND IN (WR)

C.R. 114  
 (RESERVATION RD)

STA. 856+13 TO 856+39, 34'-48' LT.  
 PLACE: 174 S.F. 6" CONCRETE WALK

STA. 855+69, 52' LT.  
 CONSTRUCT ONE-WAY DIRECTIONAL PEDESTRIAN CURB RAMP  
 PLACE: 36 S.F. 6" CONCRETE WALK  
 PLACE: 12 S.F. TRUNCATED DOMES

STA. 856+33, 31' LT. CB#2  
 CONSTRUCT: DRAINAGE STRUCTURE DESIGN G  
 PLACE: 18" X 24' R.C. PIPE SEWER DESIGN 3006 TO OUTLET

STA. 855+38 TO 855+72, 19'-42' LT.  
 PLACE: 48' CONCRETE CURB AND GUTTER, DESIGN B618

STA. 856+49 TO 856+59, 34' LT.  
 PLACE: 60 S.F. 6" CONCRETE WALK

STA. 855+72, 42'-79' LT.  
 PLACE: 37' CONCRETE CURB AND GUTTER, DESIGN B618

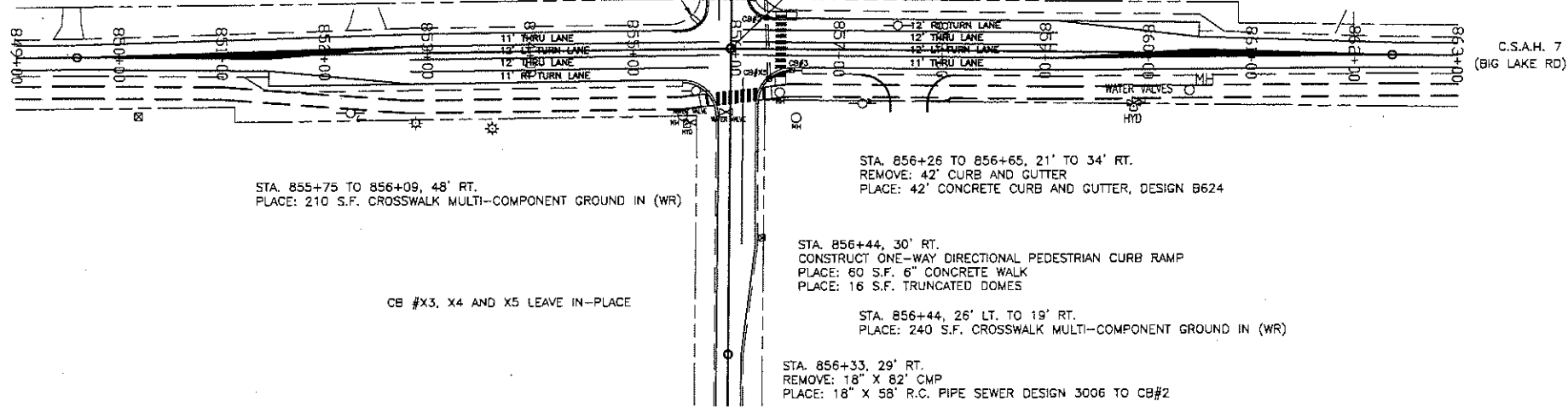
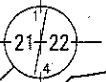
STA. 856+12 TO 855+59, 31'-54' LT.  
 PLACE: 61' CONCRETE CURB AND GUTTER, DESIGN B618

STA. 856+12, 42'-79' LT.  
 PLACE: 37' CONCRETE CURB AND GUTTER, DESIGN B618

STA. 855+63, 25' LT.  
 PLACE: 40 S.F. 6" CONCRETE WALK  
 CONSTRUCT 4'X10' CONCRETE SPILLWAY AT  
 LOWPOINT TO DRAIN INTO EXISTING DITCH

STA. 856+44, 34' LT.  
 CONSTRUCT ONE-WAY DIRECTIONAL PEDESTRIAN CURB RAMP  
 PLACE: 60 S.F. 6" CONCRETE WALK  
 PLACE: 16 S.F. TRUNCATED DOMES

FIRST LAKE



STA. 855+75 TO 856+09, 48' RT.  
 PLACE: 210 S.F. CROSSWALK MULTI-COMPONENT GROUND IN (WR)

STA. 856+26 TO 856+65, 21' TO 34' RT.  
 REMOVE: 42' CURB AND GUTTER  
 PLACE: 42' CONCRETE CURB AND GUTTER, DESIGN B624

CB #X3, X4 AND X5 LEAVE IN-PLACE

STA. 856+44, 30' RT.  
 CONSTRUCT ONE-WAY DIRECTIONAL PEDESTRIAN CURB RAMP  
 PLACE: 60 S.F. 6" CONCRETE WALK  
 PLACE: 16 S.F. TRUNCATED DOMES

STA. 856+44, 26' LT. TO 19' RT.  
 PLACE: 240 S.F. CROSSWALK MULTI-COMPONENT GROUND IN (WR)

STA. 856+33, 29' RT.  
 REMOVE: 18" X 82' CMP  
 PLACE: 18" X 58' R.C. PIPE SEWER DESIGN 3006 TO CB#2

C.R. 114  
 (TRETTEL LANE)

STA. 856+55, 21' RT. CB#3  
 CONSTRUCT: DRAINAGE STRUCTURE DESIGN N  
 PLACE: 12" X 24" CONCRETE PIPE SEWER DESIGN 3006 FROM CB#3 TO CB#X5  
 CONSTRUCT: CONNECT INTO EXISTING DRAINAGE STRUCTURE

INTERSECTION OF C.S.A.H. 7 AND C.R. 114  
 PLAN VIEW DETAIL SHEET



## 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

---

To: Mayor and City Council  
From: Caleb Peterson, Public Works Director  
Reviewed By: Tim Peterson, City Administrator *TEP*  
Date: December 15, 2020

---

**ITEM DESCRIPTION:** Spring Lake Reservoir – Round Reservoir Rehab

---

#### Proposed Action

Staff recommends the City Council move to authorize an agreement for design bidding and construction services with SEH in the amount of \$10,900.

#### Background/Overview

The approved CIP includes \$200,000 over two years for repairs and rehabilitation of two in ground reservoirs which are part of potable water system located at the Spring Lake Pump Station. These tanks were originally constructed as poured in place concrete. They provide the community with required on demand storage capacity, and contribute around 200gpm of additional pumping capacity as they are naturally spring fed.

The reservoirs are approximately 100 years old and recent inspections by the Health Department and our contracted structural engineer have noted several deficiencies. The smaller round reservoir is in the worst condition of the two and is scheduled for needed structural repairs in 2021.



Spring Lake Pumphouse on Round Reservoir

Council may note the proposal from SEH references two repair options identified in an earlier inspection of the facility. Staff is recommending the City proceed with Option A which includes only “minor rehab” to the existing structure extending the life by 15-25 years. This option does carry some risk as grinding of the existing concrete may reveal less sound structure than anticipated. Option B would be much more expensive estimated at over \$1 million for just the round reservoir. If this need arises, staff recommends a more detailed investigation of alternate strategies to provide storage and pumping capacity before making such a large investment into Spring Lake.

**Policy Objectives**

N/A

**Financial/Budget/Grant Considerations**

Design, bidding, and construction services for the proposed improvements are proposed at \$10,900 with a total estimated project cost of \$82,000. The approved CIP includes \$100,000 in 2021 with another \$100,000 in 2023 for the second reservoir. Given the probability of an expanded scope of work once construction begins, staff has included contingency in both budget estimates.

**Advisory Committee/Commission Action**

N/A

**Supporting Documents Attached**

- SEH Proposal



Building a Better World  
for All of Us®

December 08, 2020

RE: Professional Services Proposal  
Spring Lake Reservoirs Round Tank  
Rehabilitation  
SEH No. CLOQU 157051

Mr. Caleb Peterson  
City Engineer  
City of Cloquet  
1307 Cloquet Avenue  
Cloquet, MN 55720

Dear Mr. Peterson:

Short Elliott Hendrickson Inc. (SEH®) is pleased to submit this proposal for the City of Cloquet Spring Lake Reservoirs Round Tank Rehabilitation – Final Design, Bidding and Construction Administration. This proposal is based on information provided through previous conversations with City staff and site observations conducted on May 15 and June 13, 2019.

The preliminary investigation phase of the design (SEH report dated July 22, 2019) identified concrete repairs necessary for extending the reservoir life and prevent further structural degradation. Two repair options were identified in the report, Option A – Repair and Option B – Replacement. The basis of the final design phase is Option A – Repair, per conversation with Caleb Peterson and Ross Biebl on November 13, 2020.

## SCOPE OF WORK

This project will be divided into three (3) phases. The following provides a description of the tasks to be performed in each of the phases.

### Task 1.0 Final Design

This phase will involve the development of biddable construction drawings, including a demolition plan, plan view, section view, and concrete repair and reinforcing details.

The concrete repair consists of removal of unsound concrete and replacement with a two-inch minimum topping slab. Other design elements associated with the repairs are the replacement of the existing concrete curbs, hatches, and vent.

Specifications will include: Divisions 03 – Concrete and Section 01 45 10 – Special Inspection and Testing. General structural notes on the drawings will also serve to compliment the technical specifications.

One quality control review of the drawings and specifications will be conducted by senior structural engineer Mike Hemstad.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196  
SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 651.490.2000 | 800.325.2055 | 888.908.8166 fax



Coordination with city staff will occur throughout final design as necessary via email and teleconference. Two primary meetings will be conducted during design. The first will take place at approximately 50 percent design development to review the cost estimate updated from the previous SEH report and to verify the project approach. The second meeting will be at approximately 90 percent level of design, prior to issuing bidding documents.

Electronic construction drawings and specifications will be transmitted to city staff.

No in-person meetings or site visits are anticipated during this task.

#### **Task 2.0 Bidding (Quotations)**

City staff will handle most of the bidding efforts. SEH services for the Quotation Task will include approximately three hours for responding to contractor questions, evaluation of substitution requests and the quotations received. SEH will provide a list of potential bidders to the City.

No in-person meetings or site visits are anticipated during this task.

#### **Task 3.0 Construction Administration**

SEH will perform shop drawing review during the construction administration phase including concrete mix designs, rebar and hatch shop drawings, and miscellaneous concrete product data including repair products.

SEH will conduct one formal pre-construction meeting via teleconference and will prepare the meeting agenda and minutes. No regular project meetings during construction are anticipated.

Approximately three hours are included for responding to contractor questions and RFI's.

There will be one site visit by an engineer during demolition of unsound concrete to observe the depth of degradation. See disclaimer section of this letter.

Two additional site visits will be conducted at critical stages of the construction by a resident project representative (RPR) or engineer. The observations will be conducted to observe the reinforcing steel prior to the concrete pour for the topping slab and for the curb wall pour. It is assumed that the testing agency will observe and document the concrete pours in addition to taking cylinder samples. Additional contractor questions will be evaluated via emailed photos from the contractor or city staff rather than in-person observation. Additional site visits can be provided as an additional service.

The City is encouraged to have the concrete tested during the pour by a testing agency; their fee is not included in this proposal. SEH can assist in defining the testing agency's scope of work if desired.

Verification of the contractor quantities and preparation of pay applications is not included.

Changes to the contract documents upon completion of the work will be documented as record drawings. Electronic copies of the record drawings will be transmitted to city staff.

#### **ASSUMPTIONS**

Our work plan and deliverables were built on the following assumptions:

- City will provide the following:
  - Demolition of items within the tank and cleaning of tank interior and exterior. SEH will not include these items in the bid documents but will identify items not included for City staff.
  - Access to the reservoir for review and evaluation as necessary during demolition activities.

- Timely direction and policy decisions as required to complete the work.
- Identification of known existing deficiencies or problem areas within the existing facility.

**DISCLAIMER**

Due to nature of the demolition required for this project, there is a possibility that the concrete degradation is more widespread than suitable for repair. During construction, a site visit will be performed by an engineer to verify the depth of degradation in critical areas and determine at this time if the repair option is still viable. Redesign associated with replacement is not included within the scope of this contract but is available as an additional service.

**SCHEDULE**

City staff has indicated a desire to perform the work (construction phase) of this project by the end of September 2021. Upon receipt of a signed contract, SEH anticipates approximately one to two months of final design and construction document preparation with a goal of March 31, 2021 to issue bid documents.

Bid Documents .....March 31, 2021  
City Approvals & Contractor NTP .....April 2021  
Substantial Completion.....September 30, 2021

**CONSULTANT STAFF**

Ariel Christenson, PE (MN), will serve as project manager for this project and will be responsible for coordinating the deliverables and structural design. Colleen Maluda, EIT, will assist with structural engineering support and inspections. Mike Hemstad is a senior structural engineer who will provide one quality control review prior to issuing bid documents. SEH support staff also includes administration and structural drafting technician.

**FEE ESTIMATE**

We propose to complete the Scope of Work as identified above for a total Lump Sum fee of \$10,900 which includes reimbursable expenses. This fee reflects the total of the following tasks:

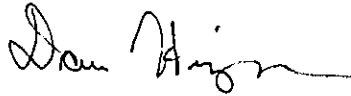
<b>Task 1.0</b>	<b>Final Design</b>	\$6,900	
<b>Task 2.0</b>	<b>Bidding</b>	\$400	
<b>Task 3.0</b>	<b>Construction Administration</b>	\$3,600	
		<b>\$10,900</b>	<b>TOTAL</b>

Mr. Caleb Peterson  
December 08, 2020  
Page 4

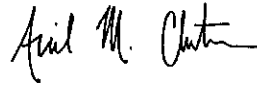
We look forward to discussing this project with you further. If you have any questions, please contact me at **651.357.8111** or via email at **achristenson@sehinc.com**.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Dan Hinzmann, PE  
Client Service Manager  
(Lic. MN, WI)



Ariel Christenson, PE  
Project Manager | Structural  
(Lic. IN, MN, WI)

cmm  
Attachments

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## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Cloquet, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective May 1, 2014, this Supplemental Letter Agreement dated December 08, 2020 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Spring Lake Reservoir Round Tank Rehabilitation.

**Client's Authorized Representative:** Caleb Peterson  
**Address:** 1307 Cloquet Avenue  
Cloquet, MN, 55720  
**Telephone:** 218.879.6758 **email:** cpeterson@cloquetmn.gov

**Project Manager:** Ariel Christenson, PE  
**Address:** 3535 Vadnais Center Drive  
St. Paul, MN, 55110-5196  
**Telephone:** 651.765.2933 **email:** achristenson@sehinc.com

**Scope:** The Basic Services to be provided by Consultant:

SEH will provide services per our proposal letter dated December 8, 2020 (attached as Exhibit 1)

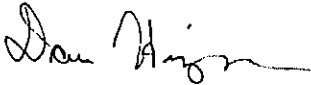
**Payment:** The lump sum fee is \$10,900 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2. Additional work, if required, shall be compensated in accordance with the current rates which can be obtained by contacting Dan Hinzmann.

**Other Terms and Conditions:** Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

By:   
Dan Hinzmann, PE  
Title: Client Service Manager

Error! Reference source not found.

By: \_\_\_\_\_  
Caleb Peterson  
Title: City Engineer

**Exhibit A-2**  
**to Supplemental Letter Agreement**  
**Between City of Cloquet, Minn. (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated December 08, 2020**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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## 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

---

To: Mayor and City Council  
From: Caleb Peterson, Public Works Director  
Reviewed By: Tim Peterson, City Administrator *TCP*  
Date: December 15, 2020

---

**ITEM DESCRIPTION:** Lake Superior Waterline – Reservoir Design Services

---

#### **Proposed Action**

Staff recommends the City Council move to authorize an agreement for design services with KLM Engineering, Inc. in the amount of \$22,000.

#### **Background/Overview**

Staff has been coordinating with Sappi on priority project needs for the Lake Superior Waterline. This facility is over 50 years old and in need of investment to ensure reliable service in future years. Of those projects, identified the two top priorities include electrical system upgrades at pump station 2 and painting/reconditioning of our two above ground reservoirs. The coating systems on both reservoirs have reach the end of their useful life and require maintenance to prevent future structural issues. In recent meeting with Sappi, we have set a goal complete both projects in the year 2022.

Tank rehab projects such as this require advance planning as there are only a handful of contractors nationwide capable of completing such a project according the Mill's needs. To accommodate the necessary planning and seek state bond funds or other outside funding sources, we are asking the Council to consider award of the contract for engineering services much earlier than a typical project.

#### **Policy Objectives**

N/A.

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

Design services for the reservoir improvements are estimated at \$22,000. These funds would come from the Lake Superior Waterline Fund and have no impact on taxes or in-town utility rates. Staff is coordinating with Sappi on a request for State Bond Funds to assist with the actual improvements estimated at \$3-5 million.

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

N/A.

#### **Supporting Documents Attached**

- KLM Proposal

November  
13, 2020

Proposal for Design  
Services



Cloquet, Minnesota  
5,000,000 Gallon Harris Reservoir  
2,000,000 Gallon Wagtskjold Reservoir



November 13, 2020

Mr. Caleb Peterson  
Director of Public Works - City Engineer  
City of Cloquet  
1307 Cloquet Avenue  
Cloquet, Minnesota 55720

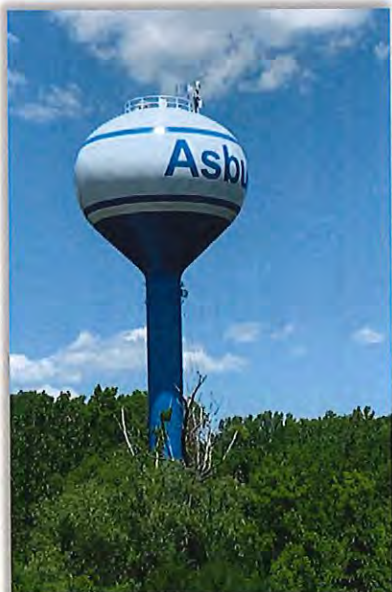
Dear Mr. Peterson:

Thank you for the opportunity to submit this proposal to provide Design and Bidding services for the 5,000,000-gallon Harris Reservoir and the 2,000,000-gallon Wagtskjold Reservoir in Cloquet, Minnesota.

KLM's in-house engineering staff exemplifies the "Rules of Professional Conduct" as described in chapter 1805 by the Board of Engineering. Our structural engineering department ensures your project will be completed according to the project specifications, AWWA and OSHA codes, and standards.

KLM sets the standard that other companies try to duplicate. Our dedication to quality inspections can be seen nationally as our projects are represented each year in Tnemec's Tank of the Year calendar contest.

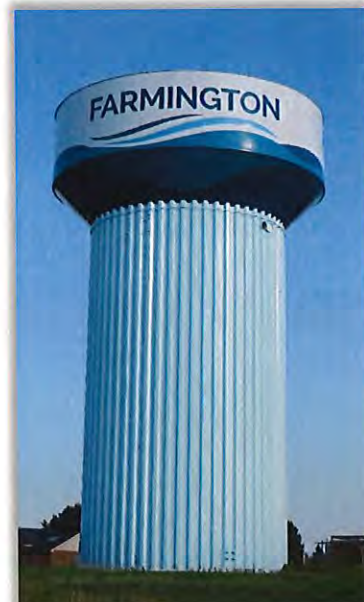
Asbury, Iowa



West Fargo, North Dakota



Farmington, Minnesota



KLM would like to assist you with our expertise for Design Services which will make this a successful project for many years to come. By selecting KLM, you can be assured that the project will be completed to your satisfaction.

We look forward to working with you.

Sincerely,



**KLM ENGINEERING, INC.**

Dewey Prinzing

VP of Business Development

Phone: 651-773-5111

Fax: 651-773-5222

Email: [dprinzing@klmengineering.com](mailto:dprinzing@klmengineering.com)

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## DISCLAIMER:

The information in this proposal is confidential, may be legally privileged, and is intended for the sole use of the City of Cloquet. Access to this proposal by another company is not permitted. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or committed in reliance on it is prohibited.





# Proposal

## Project Understanding

KLM understands the City of Cloquet is planning on reconditioning the 5,000,000-gallon Harris Reservoir and performing spot coating repairs on the interior of the roof of the 2,000,000-gallon Wagtskjold Reservoir in 2022. KLM has met with utility staff multiple times over the last several years to gain a full understanding of the issues and the expectations of the city.

KLM's key project team members were brought together to review the 2020 evaluation reports and records to prepare design services for the reconditioning of the reservoirs to protect the substrate and bring them up to current AWWA standards, Minnesota Department of Health, and OSHA codes.

## Benefits to the City of Cloquet

- Today's protective coating systems are designed to last 20-25 years with only minor maintenance. Tight project specifications and full-time inspections give the coating systems the opportunity to realize their intended service life.
- KLM proposes to prepare a specification package specifically designed for water storage reconditioning. Our experience has shown that the more comprehensive the specification is, the more likely it is that the project is completed on time, on budget, with quality workmanship. The KLM specifications will mitigate requests for change orders during reconditioning.

## KLM Work Plan

Upon execution of an agreement, KLM proposes the following schedule to perform the work:

Cloquet council approval:

1. Preliminary Specifications  
Completed by February 2021
2. Design Services  
Completed by March 2021



## Design

**KLM will perform at a minimum, the following related specification services:**

- Meet with the owner to review plans and specifications.
- Produce preliminary and completed copies of the specifications for the owner.
- Provide an updated cost estimate.
- Advertise specifications on Minneapolis Builders' Exchange or Quest CDN.
- Attend and facilitate a mandatory pre-bid meeting.
- Issue specification to bidders and respond (in writing) to bidder questions.
- Attend bid opening and tabulate results at Owner's facility.
- Evaluate contractors' bid proposals for conformance to the specification.
- Recommend (in writing) to Owner the low, qualified bidder(s).
- Prepare Notice of Award and contract Agreement (forward to Owner).

## Specifications

### Project Requirements

This section includes the City's requirements, complete description of the project, project schedule, execution of contract documents; notice to proceed, project meetings and quality assurance.

### Scope of Work: Project Specifications

The project specifications will include:

#### Advertisements for Bids

This section provides a detailed description of the project and meets the requirements for legal advertisements.

#### Instruction to Bidders

This section provides precise instructions to bidders including the scope of work, insurance, payments, time of completion, bidder qualifications, taxes and permits, legal requirements, performance and payment bonds and other important project information.

#### Bid Forms

This section contains the bid proposals, construction time frame, alternate bid proposals, legal requirements, and the bidder and subcontractor qualification forms.

#### Project Requirements

This section includes a complete description of the project, project schedule(s), execution of contract documents; notice to proceed, project meetings, quality assurance, liquidated damages, and legal and technical requirements for executing the scope of work.



### Technical Specifications

This section details the technical specifications for structural modifications, surface repairs, interior and exterior surface preparation, exterior abrasive blast containment, disposal of spent abrasives, dehumidification, lettering and logo, submittals, workmanship, unfavorable weather conditions, surface coating and material, repair work, health and sanitary facilities, clean up, ventilation and safety requirements, superintendent, inspection of work, sterilization of tank interiors, and containment plan.

### Supplemental Conditions

This section supplements or amends the General Conditions and/or other provisions of the Contract Documents.

### General Conditions

This section includes all the General Conditions designed for water tank reconditioning, such as authority of the Engineer, engineering inspection, modifications, additions and subtractions of scope of work, extensions of time, insurance and other appropriate items.

### Contract Documents

This section provides the form of agreement to be used between the Owner and Contractor.

### Payment and Performance Bond

As of July 31, 1994, Minnesota State Law requires separate bonds for payment and performance.

### Appendix A: Photos

This section includes copies of color photographs. This provides the contractor with a clear perspective of the interior/exterior conditions of the tank, and the scope of work involved.

### Appendix B: Drawings

This section includes drawings, which define structural repairs or modifications and welding definitions.

### Appendix C: Surface Preparation Requirements

This section references excerpts from NACE Standard Practice SP0178-2007 Standard Practice: Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Services for defining welding and grinding requirements of the structural repair or modifications.

### Appendix D: Paint Chip Lead Test Results

This section contains paint chip test results for lead and chromium used to calculate the risk factor and classification of containment required for conformance with Federal and State Environmental Regulations.

### Appendix E: Lettering and Logo (optional)

If required, this section includes drawings of any required lettering and logo.

## Deliverables

The City of Cloquet owns and retains this documentation. KLM also retains these records for future reference. Deliverables submitted electronically unless indicated hard copy.

- Professional Engineering Certified plans and specifications
- State Regulatory documentation including permitting, MN Department of Health, TCLP Testing and Waste Tracking
- As-Built drawings

## Proposal Summary

KLM Engineering will provide comprehensive specifications and engineering services throughout the design phase for the Harris and Wagtskjold Reservoirs.

### Fee Summary

Total Design Fees	\$22,000.00
-------------------	-------------

## Why Use KLM

KLM is the leader in water storage reconditioning of 1,000,000 gallons or greater in Minnesota. KLM Engineering, Inc. has been evaluating and reconditioning water storage tanks for over 20 years and has intimate knowledge of the City of Cloquet's reservoirs dating back to the year 1996. Our reference list has customers including the US Military, US Steel, Indian Health Services, State of Minnesota and municipalities ranging from coast to coast and beyond- including Hawaii, Canada, and Europe.



## Agreement

If the City of Cloquet finds this proposal acceptable, please sign and return by mail, fax, or email. We can begin work immediately once a contract has been executed based on the project work schedule.

This agreement, between the City of Cloquet, Minnesota and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

_____	_____	City of Cloquet, Minnesota
(Name)	(Title)	
_____		
(Date)		
<u>Dewey Prinzing</u>	VP of Business Development	KLM Engineering, Inc. Woodbury, Minnesota
(Name)	(Title)	

\_\_\_\_\_ November 13, 2020  
(Date)

We look forward to working with you.

Sincerely,

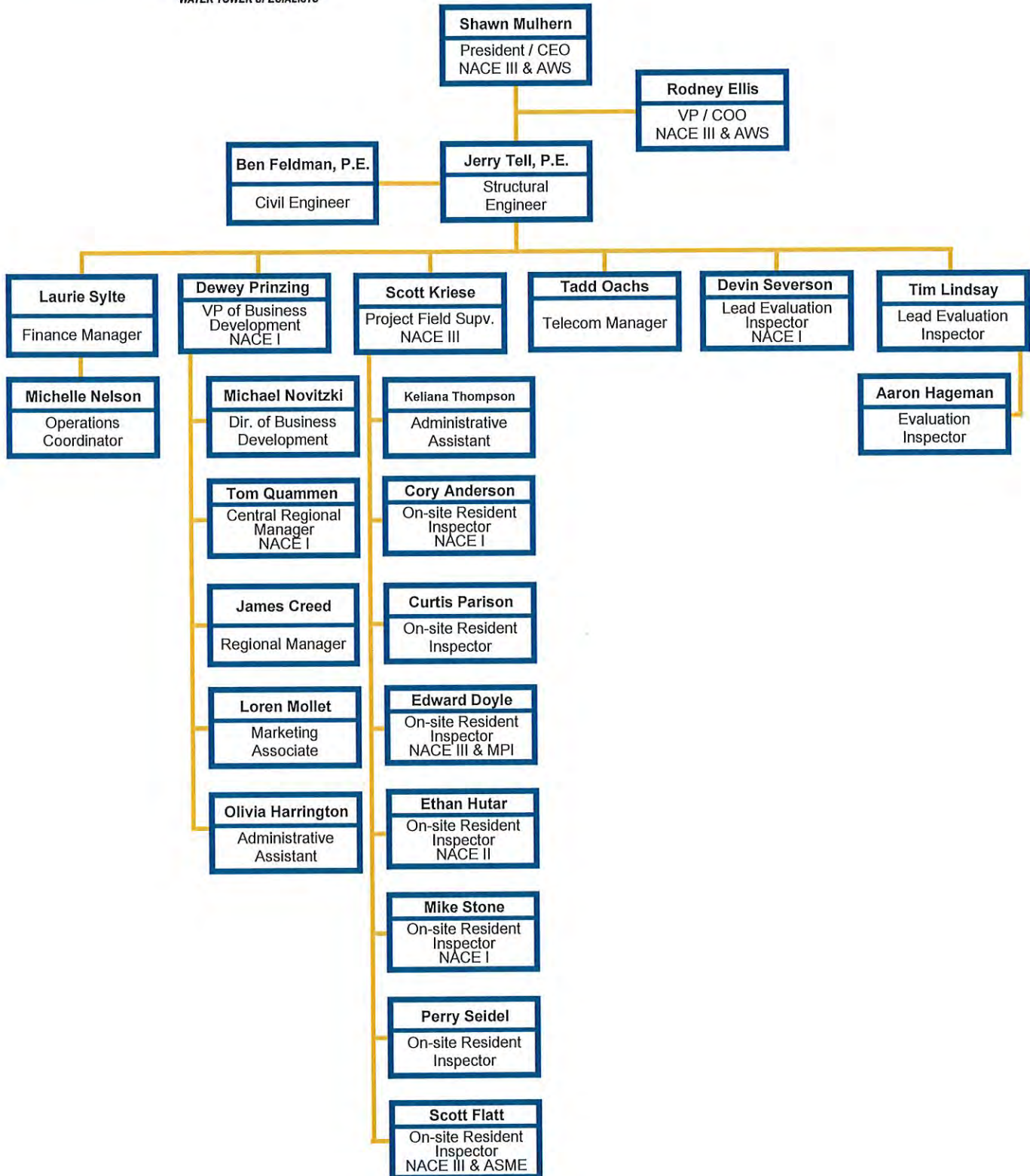
**KLM ENGINEERING, INC.**  
Dewey Prinzing  
VP of Business Development  
Phone: 651-773-5111  
Fax: 651-773-5222  
Email: [dprinzing@klmengineering.com](mailto:dprinzing@klmengineering.com)



# Project Team



## KLM Project Team Chart



\*\* All inspectors work directly under a Professional Engineer and a NACE Certified Project Supervisor \*\*



## Project Team

To provide a combination of client satisfaction and industry expertise, KLM has assembled a staff specific to the needs of our clients. The Project Team, listed in the organizational chart on the previous page, work year-round, with current projects booked into 2020 and beyond. In addition, KLM's staff have an extensive knowledge base, specializing in water storage systems, whether it be inspection, recondition, coatings, new tanks, or telecommunications. To ensure each project is held to the highest of standards, our team consists of Professional Engineers and certified inspectors by the National Association of Corrosion Engineers (NACE) and American Welding Society (AWS). Further details on the expertise of KLM's project team can be found in the preceding pages.



### SHAWN MULHERN - PRESIDENT/ CEO/ PRINCIPAL OWNER

Mr. Mulhern has been inspecting, testing, and evaluating water towers for over 36 years. He has been involved in the inspection of over 300 elevated water towers, ground storage reservoirs, and industrial tanks of sizes ranging from 50,000 gallons to 120 million gallons. Shawn is a NACE Level III Certified Coatings Inspector and an American Welding Society (AWS) Associate Welding Inspector. He is also an avid volunteer and educational presenter nation-wide.

### EXPERIENCE & EDUCATION

- American Water Works Association
- American Welding Society
- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- 2018 AWWA Benjamin G. Mason Award of Excellence
- AEC Engineering, Inc. | Coating Systems Supervisor
- Neumann Company Contractors, Inc. | Journeyman Painter
- NACE Successful Coating & Lining of Concrete
- Supervisory Leadership | Wilson Learning
- 3M Safety Training Program
- Tnemec Protective Services Seminar
- Industrial Technology | UW-Stout
- NACE III Inspector | No. 1293
- AWS- Welding Inspector No. 89040022
- OSHA Lead Abatement
- NDE Level II TU, PT, MT and vacuum box



### RODNEY ELLIS - VICE PRESIDENT/ COO/ PRINCIPAL OWNER

Mr. Ellis has extensive experience working with a wide range of municipalities, military, and industrial facilities. He has worked on hundreds of water storage reservoirs, lead abatement projects, industrial tank reconditioning projects, water treatment plants, and bridges over the past 29 years. Rodney is a NACE Level III Certified Coatings Inspector, and an AWS Certified Welding Inspector. Rodney offers significant benefits to clients because of his work with all types of contractors on many types of complex projects.

### EXPERIENCE & EDUCATION

- American Welding Society
- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- AEC Engineering, Inc. | NACE Coatings Inspector
- Neumann Company Contractors, Inc. | Industrial Sandblaster & Painter
- Mount Scenario College
- NACE III Inspector | No. 1686
- AWS- Welding Inspector No. 95040714
- API 653 | Above ground storage tank inspection
- NDE Level II TU, PT, MT, and vacuum box
- OSHA 10





### JERRY TELL, P.E. - STRUCTURAL ENGINEER

Mr. Tell is a registered Professional Structural Engineer who has held licenses in multiple states. Jerry has a strong background in structural design of plate structures including heavy lift cranes, water filtration tanks, bulk material silos/ bins and elevated structures. Jerry brings to KLM experience in engineering management with an emphasis on multi-million-dollar projects. Jerry offers KLM clients a dedication to quality workmanship and extensive skill sets in structural analysis and designs.

#### EXPERIENCE & EDUCATION

- AmClyde Engineered Products | Structural Engineer
- University of Minnesota | Bachelor of Science- Civil Engineering
- Minnesota License | No. 15524
- South Dakota License | No. 13466
- Wisconsin License | No. 25409-6



### BEN FELDMAN, P.E. - CIVIL ENGINEER

Mr. Feldman has worked in both the private and public sector starting out his career as an engineer and project manager with the Midwest leader in design of state-of-the-art municipal facilities and other complexes. Ben's project experience ranges from treatment plants, pump stations to distribution studies and maintenance plans. He is also an active member of Minnesota section AWWA as Board Security-Treasurer for over four years. Ben provides KLM's clients with creative, cost-effective solutions, exceptional service, and a level of quality as if it were his own.

#### EXPERIENCE & EDUCATION

- American Water Works Association
- MN-AWWA Young Professionals
- St. Paul Regional Water Services | Civil III
- SRF Consulting Group, Inc. | Field Engineer
- Anderson-Johnson Associates, Inc. | Project Manager
- University of Minnesota | Bachelor of Science- Civil Engineering
- Minnesota License | No. 49598
- Colorado License | No. 0057334
- OSHA 10



### SCOTT KRIESE - PROJECT FIELD SUPERVISOR

Mr. Kriese is a NACE Level III Certified Coatings Inspector with fourteen years of experience on projects including surface preparation, coating application, and inspection services during reconditioning, new tank construction, and structural repairs on water storage tanks and towers. Scott is currently a Project Field Supervisor overseeing NACE inspectors who are performing daily inspections of new and reconditioned water storage tanks. Scott has provided resident inspection services or oversight on hundreds of potable water and fire protection tanks during his tenure at KLM.

#### EXPERIENCE & EDUCATION

- National Association for Corrosion Engineers
- Society for Protective Coatings
- KLM Engineering, Inc. | Project Field Supervisor
- NACE III Inspector | No. 11236
- OSHA 10





**DEWEY PRINZING - VP OF BUSINESS DEVELOPMENT**

Mr. Prinzing has been in the construction, inspection, testing, and evaluation industry for more than twenty years. He has been involved in the inspection of elevated water towers, ground storage reservoirs, and industrial tanks of sizes ranging from 50,000 gallons to 3 million. Dewey transitioned his knowledge as a NACE Inspector to his current role in sales. In sales, Dewey successfully assists clients with their various needs whether it be on rehabilitation, new tank construction, structural repairs, evaluations, tank cleaning, or mixing.

**EXPERIENCE & EDUCATION**

- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- Southwest Manufacturing, Inc. | Regional Sales Manager
- Otte Log Homes | Carpenter
- NACE I Inspector | No. 44811



**MICHAEL NOVITZKI - DIRECTOR OF BUSINESS DEVELOPMENT**

Mr. Novitzki has been in the sales and marketing industry for over four years. Since joining KLM, Michael has been able to utilize his skills in sales to excel in the water storage industry with a desire to assist communities of all different sizes. Michael has been involved in projects ranging from 50,000 to over one million gallons. Michael's goal to make sure every community has a positive experience regarding their water storage tank is evident in his superior workmanship and making sure the needs of his clients are taken care. He is also a valued member of the AWWA Young Professionals and a MAC Committee liaison.

**EXPERIENCE & EDUCATION**

- American Water Works Association
- MN-AWWA Young Professionals
- Water Industry Professionals
- First Financial | Director of Sales & Business Development
- New York Life | Financial Advisor
- Target Corporate | Merchandise Analyst
- Holy Cross College | Bachelor of Arts & Science-Finance, Marketing & Spanish
- Series 6
- MRWA Operator Training



**JAMES CREED - GREAT LAKES REGIONAL SALES MANAGER**

Mr. Creed is the Regional Manager located in our New Lenox, Illinois office. He has a combined 30+ years in the coatings industry primarily in General Industrial, OEM, Marine, Protective Coatings and Linings. The knowledge and understanding of protective coatings, surface preparation, and local, federal, and industry regulations Jim brings to KLM, confirms clients are receiving the most reliable guidance for their assets. Jim is also a NACE Level III Certified Coatings Inspector and SSPC Certified Concrete Coating Inspector.

**EXPERIENCE & EDUCATION**

- American Water Works Association
- Society for Protective Coatings
- Water Industry Professionals
- National Association for Corrosion Engineers
- The Society for Protective Coatings | Midwest Chapter Board Member
- Carboline Company | Senior Engineer Sales Manager
- Sherwin Williams | Senior Protective Coating Specialist
- NACE III Certified | No. 8970
- SSPC Certified Concrete Coating Inspector | No. 29820
- Engineering Sales Presidents Award | 2017, 2018





### **TOM QUAMMEN - WEST CENTRAL REGIONAL MANAGER**

Mr. Quammen is the Regional Manager located in our Prairie Village, Kansas office. He has a combined 30+ years of water tank/ tower experience, first as a NACE and UT inspector for a small structural engineering firm in Minneapolis, then as a Principal Tnemec Company Representative, first in MN, then CO, ID, MT, NM, NV, UT, and WY. In addition, he has knowledge of structural engineering, extensive protective coatings experience, and ACI/ ICRI training. His skills and experience are an asset to KLM and our clients.

#### **EXPERIENCE & EDUCATION**

- American Water Works Association
- KS/MO/CO Rural Water Association
- Water Industry Professionals
- Tnemec Corporate Award (Retired)
- Tnemec Company | Principal, Agency Owner
- AEC Engineers & Designers | Technician
- Twin City Testing | Technician
- Anoka Technical College
- Mankato State University
- CSI CDT
- ICRI Slab Certified



### **TADD OACHS - TELECOM MANAGER**

Mr. Oachs has worked in the telecommunications industry for over 9 years. His knowledge and skill in the field, along with his experience with some of the newest technologies, are an asset to KLM projects. Tadd's extraordinary focus and strategic way of thinking, with his uncanny ability to facilitate clear communication between different teams and departments, is invaluable to completing projects on-time and within budget.

#### **EXPERIENCE & EDUCATION**

- St. Cloud University
- Siren Telephone Company | Telecommunications Technician
- CenturyLink | Broadband Technician
- Bear Communications | Installation and Drop Bury Supervisor




### **LAURIE SYLTE - FINANCE MANAGER**

Mrs. Sylte has been in the finance management industry for over 20 years. Of these years, 15 are specific to water storage systems. Laurie excels in project support and budget management for tanks ranging from 25,000 to over a million gallons. She works directly with clients to ensure accounting and budget timelines are met and executed to city and/or council requirements.

#### **EXPERIENCE & EDUCATION**

- Somerset Telephone | Finance
- St. Croix Telephone | Finance
- Wisconsin Indian Technical College



# References And Project Profiles



## References

The following list contains a hand full of projects completed by KLM in the past five years. In all, KLM averages 15-20 reconditioning projects per year. A more complete list of references can be provided upon request.

### Reconditioning Projects:

- Woodlawn Tower  
500,000 Gallon Single Pedestal  
Owner/ Client: Moorhead Public Service, MN  
Contact: Kristofer Knutson, 218-299-5475  
**\*2018 Tnemec Tank of the Year Runner-Up**
- Skyline & Ella Ave Water Tower  
750,000 Gallon Elevated Water Tower  
Owner: City of Great Falls, MT  
Client: AE2S  
Contact: Nathan Weisenburger, 406-217-3711
- East Side Tower  
500,000 Gallon Elevated Water Tower  
Owner/ Client: City of Rosemount, MN  
Contact: Dick Howe, 651-322-2041
- Tower No. 1  
500,000 Gallon Single Pedestal  
Owner: City of Pelican Rapids, MN  
Contact: Robert Schlieman, PE (Apex),  
218-844-2585
- South Tower  
750,000 Gallon Single Pedestal  
Owner/ Client: City of Menomonie, WI  
Client: Cedar Corp  
Contact: Jeremy Hoyt, 715-232-2395
- Mayhew Tower  
500,000 Gallon Single Pedestal  
Owner/ Client: City of Sauk Rapids, MN  
Contact: Craig Nelson, 320-258-5300
- Lexington/ Diffley Reservoir  
4,000,000 Gallon Ground Storage Reservoir  
Owner/ Client: City of Eagan, MN  
Contact: Jon Eaton, 651-675-5215
- West Tower- Keuhn Park Tower  
1,500,000 Gallon Composite  
Owner/ Client: City of Sioux Falls, SD  
Contact: Darin Freese, 605-373-6971
- Zachary Tower  
2,000,000 Gallon Toro Spheroid Tower  
Owner/ Client: City of Plymouth, MN  
Contact: Kevin Mastey, 763-509-5998
- Tower No. 1  
50,000 Gallon Hydrocone  
Owner/ Client: City of Vermillion, MN  
Contact: Marke Peine, 651-248-3108
- Market Center/ Clock Tower  
2,000,000 Gallon Composite  
Owner/ Client: City of Eden Prairie, MN  
Contact: Rick Wahlen, 952-949-8530  
**\*2017 Tnemec Tank of the Year 2<sup>nd</sup> Runner-Up**
- Tower No. 5 & Tower No. 10  
500,000 Gallon Single Pedestal  
1 Million Gallon Composite  
Owner: City of Fargo, ND  
Contact: Troy Hall, 701-541-4180
- Flag Avenue Reservoir  
1,500,000 Gallon Underground Reservoir  
Owner/ Client: City of St. Louis Park, MN  
Contact: Aaron Wiesen, 952-924-2673
- North Tower  
750,000 Gallon Hydropillar  
Owner/ Client: City of Baxter, MN  
Contact: Kevin Cassady, 218-454-511
- Randall Road Tower  
1 Million Gallon Single Pedestal  
Owner: City of Elgin, IL  
Contact: Nora Bertram, 847-931-6744
- Tower No. 1  
250,000 Gallon Single Pedestal  
Owner/ Client: City of Dodge Center, MN  
Contact: Mark Barwald, 507-374-2840
- Tower No. 1  
400,000 Gallon Single Pedestal  
Owner/ Client: City of Wheaton, MN  
Contact: Kris Krenz, 320-563-4110
- Tower No. 1  
400,000 Gallon Single Pedestal  
Owner/ Client: City of Otsego, MN  
Contact: Brad Belair, 763-441-9163
- Tower No. 1  
50,000 Gallon Legged Tower  
Owner/ Client: USG Interiors, LLC- Red Wing, MN  
Contact: Larry Dettmer, 651-309-8020
- North Tower  
500,000 Gallon Double Ellipsoidal  
Owner/ Client: City of Crookston, MN  
Contact: Brandon Carlson, 218-289-0273



## Project Profiles

KLM has an unparalleled record of consistently delivering successful projects like yours. KLM has planned, designed, and refurbished water towers for the past twenty years. The longevity of our projects is what we are most proud of. What owners most appreciate is the return in investment KLM brings to each rehabilitation project. The following pages list projects KLM has completed, like the proposed tower for the City of Cloquet.

### Reconditioning Project Profiles:



#### City of Eden Prairie, MN Market Center Tower Reconditioning of: 2,000,000 Gallon Composite

**Dates of Service:** 2016 Reconditioning

**Conditions & Services:** The Market Center Tower is an iconic structure for the City, with working clocks on the main column. Given the high profile, size, and challenging location of this tower, the City Manager (Rick Wahlen) performed detailed interviews with each bidding consultant and their staff, to select the best qualified firm to provide the engineering and inspection services required by the City. As the awarded consultant, KLM provided design services, construction management, full time AWS welding and NACE coating inspections throughout the duration of the project. Rick was instrumental in the project from the beginning of pre-construction to the final walk through and close out, including personally climbing the tower regularly to confirm the project had met his standards. Given the tight confines of the jobsite, KLM conducted weekly meetings locally to update the neighboring businesses and residents as the project commenced. The project was successful, being completed on time and within budget.

**\*2017 Tnemec Tank of the Year 2nd Runner Up**



#### City of Elgin, IL Randall Road Tower Reconditioning of: 1,000,000 Gallon Single Pedestal

**Dates of Service:** 2016 Evaluation, 2017 Reconditioning

**Conditions & Services:** A project of this size combined with a short schedule may intimidate some contractors and inspection firms. With the combined efforts of a local contractor and KLM, this successful project was completed on time and within budget. Antenna relocation also played a large part of the project. The efficiency of all parties involved allowed telecommunications to operate without disruption.





### City of Lino Lakes, MN Tower No. 1

Reconditioning of: 1,000,000 Gallon Hydropillar

**Dates of Service:** 2013 Evaluation, 2016 Reconditioning

**Conditions & Services:** KLM performed a floatdown evaluation of Tower Number 1. KLM worked with the Utilities Supervisor on the project to provide plans and specifications. A qualified contractor was selected to perform the reconditioning of the tower. A full containment system was utilized during the project. KLM provided construction management, full time AWS, NACE inspectors, and antenna management throughout the project. A new logo was painted on two sides of the tower; choosing Tnemec Hydroflon for the topcoat on the exterior of the tower. The tower can be seen from Hwy 35W & 23.



### City of Maple Grove, MN Fish Lake Tower

Reconditioning of: 1,500,000 Gallon Hydropillar

**Dates of Service:** 2011 Mixer, 2014 Evaluation, 2015 Reconditioning

**Conditions & Services:** This water tower project included a pre-assessment of the conditions, including an updated engineer cost estimate. Plans and specifications were approved as well as a qualified contractor during the bid process. KLM worked with the contractor on submittals including coating selection, drawing reviews, scheduling and more. KLM's Antenna Division worked with multiple cellular carriers to coordinate efforts of relocating cellular equipment to temporary locations during the reconditioning of the tower. KLM conducted weekly meetings on site to synchronize the efforts of the city, engineer, and contractor(s) as the project commenced. The project was successful being completed on time and within budget.



# KLM Support Documents

## 2020 KLM Fee Schedule

Principal Associate	\$160.00 per hour
Engineering	\$185.00 per hour
Project Manager/Supervisor	\$130.00 per hour
Field Inspectors – CWI/NACE	\$120.00 per hour
Field Inspectors – NACE I & II	\$120.00 per hour
Drafting	\$85.00 per hour
Clerical	\$80.00 per hour

\* Per Client needs, customized pricing is provided based on the total project requirements and time frame.

## Reimbursable Expenses

The following expenses are reimbursable to KLM Engineering Inc.:

1. Travel time billed at the labor rates listed above or as contracted.
2. Vehicle mileage billed at \$0.85 per mile. KLM onsite vehicle/trailer will be charged at \$35.00 per day.
3. Daily Per Diem billed at \$175.00 per calendar day or as contracted.
4. Projected related expenses such as onsite rental equipment and sub-contractor or sub-consultants billed at actual cost plus 5%.
5. Production supplies, duplicating, and delivery expenses will be billed at the actual costs incurred, no mark-up.
6. Cell Phone charges will be billed at \$20.00 per week.

\*Reimbursable expenses are included in construction observation not to exceed cost.

KLM ENGINEERING, INC.  
TERMS AND CONDITIONS

1. **BASIC SERVICES.** The scope of KLM's work is described in the attached proposal or contract agreement and may not be expanded or reduced except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a duly executed change order or purchase order outlining the scope of additional work on services.
3. **OWNER'S RESPONSIBILITIES.** OWNER shall fully disclose to KLM its knowledge of the condition of the structure and its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on OWNER'S behalf regarding the project. If necessary, shall clean and make the structure safe for entry; shall furnish the service of other consultants (including engineers, insurance consultants, accountants, attorneys, etc.) when those services are reasonable required or are reasonably requested by KLM; shall test for pollution and hazardous materials when required by law or requested by KLM; and shall provide all necessary permits and other authorization.
4. **SAFETY.** KLM shall only be responsible for safety of KLM personnel at the work site. The Owner or other persons shall be responsible for the safety of all other persons at the site. Owner shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of the work, such materials, or conditions are discovered, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate services. Owner agrees to be responsible for payment of such additional protection costs. Upon such discovery, KLM agrees to immediately notify the Owner in writing, of the hazardous materials or unsafe conditions.
5. **HAZARDOUS MATERIALS.** Unless agreed in the scope of work KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, OWNER shall defend and indemnify KLM and its employees from all claims, including costs and attorney fees, arising out of the presence of hazardous materials on the job site.
6. **SITE ACCESS AND RESTORATION.** Owner will furnish KLM safe and legal site access. It is understood by Owner that in the normal course of work, some damage to the site or materials may occur. KLM will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Owner, unless agreed to in the scope of work.
7. **STANDARD OF CARE.** KLM will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in the geographic area, and under similar budgetary constraints. No other warranty is implied or intended.
8. **SCHEDULING.** Prior to scheduling the OWNER shall furnish a written purchase order or request for the services required and shall give as much notice as possible in advance of the time when the services are desired. Our ability to respond to such an order will depend upon the amount of advance notice provided. If an inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the work site, then the OWNER shall be billed, according to the TERMS AND CONDITIONS, for costs incurred by KLM.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance and will provide OWNER with a certificate of insurance upon owner's request.

10. **PAYMENT, INTEREST AND BREACH.** KLM will submit itemized monthly or other periodic invoices for work previously performed. Invoices are due upon receipt. OWNER will inform KLM of invoice questions or disagreements within 15 days of invoice date, unless so informed, invoices are deemed correct. OWNER shall make payment within 30 days after receiving each statement, and overdue payments will bear interest at 1.5 percent per month if OWNER is a business entity and at the legal rate of interest of the state in which the project is located if OWNER is a consumer. If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, KLM may, at its sole option, suspend all duties to the Owner or other persons, without liability. Owner will pay all KLM collection expenses and attorney fees relating to past due fees, which the Owner owes under this agreement.
11. **MUTUAL INDEMNIFICATION.** Except as to matters actually covered by insurance purchased by KLM. KLM agrees to hold harmless and indemnify OWNER from and against liability arising out of KLM's negligent performance of the work, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to in writing. Except as to matters actually covered by insurance purchased by OWNER, OWNER agrees to hold harmless and indemnify KLM from and against liability arising out of OWNER'S negligent conduct, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to.
12. **LIMITATION OF LIABILITY.** OWNER agrees to limit KLM's liability to OWNER arising from professional acts, errors or omissions, such that the total aggregate liability of KLM does not exceed KLM's project fees except as to matters actually covered by insurance purchased by KLM.
13. **DELAYS.** If KLM work delays are caused by Owner, work of others, strikes, natural causes, weather, or other items beyond KLM's control, a reasonable time extension for performance of work shall be granted, and KLM shall receive an equitable fee adjustment.
14. **TERMINATION.** After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the OWNER shall pay for all work performed, including demobilization and reporting costs to complete the file project and reports to OWNER.
15. **SEVERABILITY.** Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and KLM will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services to OWNER for use only for the project, and KLM retains all ownership of said documents regardless of whether the project is completed. OWNER may retain copies for reference in connection with the use and occupancy of the project; but KLM does not represent that the documents are suitable for reuse on extension of the project or on other projects. OWNER and others shall not use the documents on other projects or extensions of this project except by KLM's written agreement. OWNER will defend and indemnify KLM from all claims or losses arising out of the unauthorized use of the documents.
17. **ARBITRATION.** Any controversy or claim for money damages arising out of or relating to the making or performance or interpretation of this AGREEMENT, or the breach of this AGREEMENT, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three arbitrators, at least one of who is a structural engineer; and the panel may award only money damages and shall not award equitable relief. Judgment upon the arbitration award may be entered in any court having jurisdiction of the parties. The enforceability of these arbitration provision and arbitration awards will be governed by the Federal Arbitration Act.



18. ARBITRATION FEES. The prevailing party to any dispute arising out of this AGREEMENT shall be entitled to recover its reasonable fees and costs from the other party.
19. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO. During the term of this contract and thereafter, KLM has permission to take still photographs or video of the site for training, documentation, education or promotional purposes. A signed agreement constitutes the Owner's written permission to use the photographic image or video in the manner described herein. The only identifiable information to be used by KLM will be the Owner's name as displayed on the image. Acceptance of these terms and conditions is considered a legal release by the Owner allowing KLM to use of photographic images as described herein.