



**CITY OF CLOQUET
City Council Agenda
Tuesday, February 16, 2021
7:00 p.m.
VIA TELECONFERENCE**

Council Meeting: 1(408) 650-3123
Access Code: 365-971-445

There Will Be No Work Session

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
 - a. Approval of February 16, 2021 Council Agenda
4. **Approval of Council Minutes**
 - a. Regular Council minutes from the February 2, 2021 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. 21-11, Authorizing the Payment of Bills
 - b. Exempt Position Classification
 - c. Resolution No. 21-10, Approving Gillette Road Project Easement
 - d. Approval of Agreement with S.E.H., Inc. for Electrical Engineering Services



**CITY OF CLOQUET
City Council Agenda
Tuesday, February 16, 2021**

7. Public Hearings

None.

8. Presentations

- a. Cloquet EDA Goals 2021 – Dave Manderfeld

9. Council Business

- a. Public Works Appointment - Biebl
- b. July 4th Celebration Discussion

10. Council Comments, Announcements, and Updates

11. Adjournment

Via Teleconference
7:00 P.M. February 2, 2021

Regular Meeting

Roll Call

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

Councilors Absent: None

Pledge of Allegiance

AGENDA

MOTION: Councilor Lamb moved and Councilor Wilkinson seconded the motion to approve the February 2, 2021 agenda. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Swanson moved and Councilor Jaakola seconded the motion to approve the Regular Meeting minutes of January 19, 2021 as presented. The motion carried (7-0).

PUBLIC COMMENTS

John Babineau, 604 Park Avenue., seeking permission to tap Maple trees on the east side of Chestnut Avenue. City Administrator Peterson stated the City will allow the tapping as long as they know who it is and that they will clean up when finished. He would like to see the exact location before permission is final. Mr. Babineau also requested that the walking path through Pinehurst Park be plowed if possible.

CONSENT AGENDA

MOTION: Councilor Wilkinson moved and Councilor Lamb seconded the motion to adopt the Consent Agenda of February 2, 2021, approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 21-07, Authorizing the Payment of Bills and Payroll
- b. 2021 Community Education Agreement
- c. Sanitary Sewer Maintenance Policy

PUBLIC HEARINGS

City Administrator Peterson announced now is the time and place for the public hearing on the adoption of the City of Cloquet ADA Transition Plan.

Assistant City Engineer, John Anderson, provided background on the progress being made to be compliant with the ADA. Part of compliance is for public input to incorporate it into the plan.

MOTION: Councilor Lamb moved and Councilor Kolodge seconded the motion to open the public hearing. The time is 7:11 p.m. The motion carried unanimously (7-0).

Jana Peterson inquired if sidewalks are part of accessibility? Mr. Anderson stated the plan does not indicate all sidewalks, but this does not mean they cannot be added as streets are improved.

MOTION: Councilor Carlson moved to close the public hearing, seconded by Councilor Swanson. The motion carried unanimously (7-0). The time is 7:14 p.m.

MOTION: Councilor Wilkinson moved and Councilor Lamb seconded the motion to approve **RESOLUTION NO. 21-09, ADOPTING THE CITY OF CLOQUET ADA TRANSITION PLAN.** The motion carried unanimously (7-0).

WHEREAS, In accordance with State and Federal law city staff has prepared an ADA transition Plan for the City of Cloquet; and

WHEREAS, City staff has prepared the ADA transition plan in accordance with guidance provided by the Minnesota Department of Transportation; and

WHEREAS, A Public Hearing was held on February 2, 2021 and all comments received were considered and incorporated.

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

1. The City of Cloquet ADA Transition Plan dated February 2, 2021 is hereby adopted.

PRESENTATIONS

There were none.

CITY COUNCIL REGULAR MEETING TIME CHANGE

MOTION: Councilor Jaakola moved and Councilor Carlson seconded the motion to change **RULE 4 OF THE STANDING RULES FOR CONDUCTING CITY COUNCIL MEETINGS, SPECIFICALLY THE TIME OF REGULAR CITY COUNCIL MEETINGS FROM 7:00 PM to 6:00 PM**, beginning March 2, 2021 and to be reviewed annually. The motion carried unanimously (7-0).

CITY COUNCIL GOALS

City Administrator Peterson reviewed and discussed the current list of short- and long-term goals that have been provided by Council members. Mr. Peterson encouraged council members to communicate any additions or changes to him.

SETTING PUBLIC HEARING DATE ON THE PROPOSED FINAL ASSESSMENTS FOR PROSPECT AVENUE AREA IMPROVEMENTS

MOTION: Councilor Lamb moved and Councilor Swanson seconded the motion to adopt **RESOLUTION NO. 21-08, SETTING PUBLIC HEARING DATE ON PROPOSED FINAL ASSESSMENTS FOR THE IMPROVEMENT OF PROSPECT AVENUE AREA STREETS**. The motion carried unanimously (7-0).

WHEREAS, The City made plans to reconstruct streets in the Prospect Avenue area as part of the City's 5-Year Capital Improvement Program (CIP) and approved budget for 2020; and

WHEREAS, The Cloquet City Council on March 5, 2020, held a Public Hearing to consider the improvement; and

WHEREAS, Said improvement was subsequently ordered and completed and the City has prepared a proposed assessment roll which is available in the office of the City Administrator for public inspection.

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

1. A hearing shall be held on March 2, 2021 in the City Council Chambers at 6:00 p.m. to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published in the official newspaper as required by Minnesota Statutes and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll as required by Minnesota Statutes.

BRAUN PARK PLAYGROUND RFP

MOTION: Councilor Kolodge moved and Councilor Carlson seconded the motion to allow the solicitation of proposals for new playground equipment at Braun Park. The motion carried unanimously (7-0).

COUNCIL COMMENTS, ANNOUNCEMENTS AND UPDATES

Councilor Jaakola commented that it is Black History Month.

The Cloquet Public Library reopened to the public on February 1st. Computers can be accessed by appointment only; curbside is still available as well as in-person book check out.

Community Development Director Holly Hanson stated the Carlton County grant program is open for businesses and non-profit affected by COVID-19.

ADJOURNMENT

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

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

To: Mayor and City Council
From: Mary Kay Hohensee-Mayer, Assistant Finance Director
Reviewed by: Tim Peterson, City Administrator
Date: February 16, 2021

ITEM DESCRIPTION: Payment of Bills

Proposed Action

Staff recommends the Council move to adopt **RESOLUTION NO. 21-11, 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. 21-11

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	\$	194,901.83
225	Permanent Improvement		2,535.00
370	Swim Pond Bond Debt Service		94,536.25
372	City Sales Tax Bonds		442,632.50
374	Facilities Bonds		72,895.00
405	City Sales Tax Capital		149,002.42
600	Water - Lake Superior Waterline		142,223.48
601	Water - In Town System		42,104.16
602	Sewer Fund		86,223.42
605	Stormwater Fund		158.36
614	CAT-7		1,372.20
	TOTAL:	\$	<u>1,228,584.62</u>

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 16TH DAY OF FEBRUARY, 2021.**

ATTEST:

Roger Maki, Mayor

Tim Peterson, City Administrator

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
111350	LEXISNEXIS RISK DATA MNGMT INC	150.00	150.00
112050	ADVANCED SERVICES INC	0.00	1,188.00
116100	AMERICAN PAYMENT CENTERS	0.00	92.00
116200	AMERICAN PLANNING ASSOCIATION	0.00	467.00
116950	AMERIPRIDE SERVICES INC	315.11	788.37
121000	ARROWHEAD SPRINGS INC	48.00	87.25
122958	AUTO ZONE, INC.	19.50	54.99
127400	OSCAR J BOLDT CONSTRUCTION	0.00	124,293.97
134000	CARLTON COUNTY HIGHWAY DEPT	3,516.45	269.28
135000	CARLTON COUNTY AUDITOR	0.00	2,193.92
137340	CHAMBERLAIN OIL CO., INC.	1,364.65	2,602.25
139025	CINTAS	741.60	129.88
141100	CLOQUET FORD-CHRYSLER CENTER	1,928.35	86.25
142800	CLOQUET SANITARY SERVICE	1,497.76	1,301.23
145500	COMPENSATION CONSULTANTS, LTD	0.00	207.00
147600	EXELON CORPORATION	1,589.56	1,639.23
148850	CRYSTEEL TRUCK EQUIPMENT	98,941.19	7.33
152550	DECAIGNY EXCAVATING INC	0.00	3,456.00
156400	CITY OF DULUTH COMFORT SYSTEMS	152.55	152.55
159350	ENVIRONMENTAL SYSTEMS RESEARCH	0.00	1,212.00
161675	EMC NATIONAL LIFE	1,808.65	1,264.75
162640	ENVENTIS TELECOM INC	47.20	47.20
166750	FIRST HOSPITAL LABORATORIES IN	0.00	500.00
169180	FORCE AMERICA DISTRIBUTING LLC	0.00	19.34
175200	GOPHER STATE ONE CALL INC	87.80	24.30
175700	GRAINGER	304.92	24.50
178500	GUARDIAN PEST SOLUTIONS INC	94.50	47.25
179340	HAGENS GLASS & PAINT	7,560.00	46.85
180425	HARRIS COMPUTER SYSTEMS	0.00	150.00
180500	HAWKINS INC	6,494.07	3,634.83
186500	INDEPENDENT SCHOOL DISTRICT 94	0.00	18,772.50
190400	J. H. LARSON COMPANY	1,246.97	551.58
197775	KWIK TRIP INC	222.20	139.00
197800	L & M SUPPLY CO	1,902.17	1,934.87
198100	L M C I T	205,141.00	143,655.00
204250	LIFTPRO	0.00	19.00
205050	LOFFLER COMPANIES INC	38.29	44.21
207500	MANSFIELD ENERGY CORP	9,832.56	13,939.94
209875	MCCOY CONSTRUCTION & FORESTRY	522.86	175.48
211300	MENARDS INC	284.86	39.56
211400	MENARDS INC	760.16	182.32
211700	METRO SALES, INC.	1,267.54	199.53
212700	MID-STATE TRUCK SERVICE INC	47.80	3,436.30
220500	MN DEPT OF HEALTH	32.00	8,910.00

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
222275	MN PEIP	120,165.86	62,006.48
222600	MN POLLUTION CONTROL AGENCY	23.00	200.00
229500	NAPA AUTO PARTS	186.78	403.51
234600	NORTHERN BUSINESS PRODUCTS	1,023.41	175.48
235560	NORTHERN STATES SUPPLY, INC.	0.00	32.73
243535	PERMITWORKS	0.00	1,495.00
244975	PINE KNOT LLC	17,941.50	466.00
247400	396-PRAXAIR DISTRIBUTION, INC.	1,459.16	274.84
268800	STOCK TIRE COMPANY	0.00	37.50
270300	SWAGIT PRODUCTIONS, LLC	1,325.00	1,325.00
272550	TEMPLE DISPLAY LTD	1,083.04	205.62
272600	TERMINAL SUPPLY INC	116.32	215.08
277550	TURFWERKS	0.00	80.32
278600	TWIN PORT MAILING	3,844.65	3,453.89
279100	U S BANK EQUIPMENT FINANCE	1,159.78	142.71
281000	UNITED ELECTRIC COMPANY	0.00	215.00
281350	UNITED SYSTEMS & SOFTWARE, INC	0.00	3,850.00
283700	USA BLUEBOOK	147.87	193.80
284875	VERIZON WIRELESS	1,149.19	449.50
285500	VIKING INDUSTRIAL CENTER	365.64	125.32
286900	W L S S D	82,713.00	73,391.00
289015	WELLS FARGO CREDIT CARD	11,655.73	1,975.82
R0001854	COMMERCIAL REFRIGERATION SYSTE	0.00	24,708.45
R0002022	GESTALT ENGINEERING LLC	0.00	2,535.00
R0002026	TOWN OF THOMSON	0.00	1,852.50
TOTAL ALL VENDORS:			517,947.36

City of Cloquet
Vendor Summary Report Reconciliation
Invoices Due On/Before 2/16/2021

Total	517,947.36
Less:	
Library	(4,741.93)
Cloquet Area Fire District	(3,214.87)
Total City Bills	<u>509,990.56</u>
Less:	
Payroll benefits	(63,271.23)
Plus:	
Building Permit Surcharge	260.59
Credit card/PSN fees	2,325.97
Debt Service Payments	610,063.75
MN Energy Auto Pay	5,595.05
MN Power Auto Pay	162,858.15
MN Sales Tax	761.78
Total Bills	<u><u>1,228,584.62</u></u>

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00			
161675	EMC NATIONAL LIFE	1,808.65	1,264.75
222275	MN PEIP	120,165.86	62,006.48
			63,271.23
41	GENERAL GOVERNMENT		
116200	AMERICAN PLANNING ASSOCIATION		467.00
135000	CARLTON COUNTY AUDITOR		2,193.92
139025	CINTAS	741.60	32.97
142800	CLOQUET SANITARY SERVICE	1,497.76	67.09
145500	COMPENSATION CONSULTANTS, LTD		207.00
159350	ENVIRONMENTAL SYSTEMS RESEARCH		808.00
166750	FIRST HOSPITAL LABORATORIES IN		500.00
198100	L M C I T	205,141.00	16,415.00
211700	METRO SALES, INC.	1,267.54	99.77
234600	NORTHERN BUSINESS PRODUCTS	1,023.41	137.82
243535	PERMITWORKS		1,495.00
244975	PINE KNOT LLC	17,941.50	336.00
278600	TWIN PORT MAILING	3,844.65	199.95
289015	WELLS FARGO CREDIT CARD	11,655.73	588.36
	GENERAL GOVERNMENT		23,547.88
42	PUBLIC SAFETY		
111350	LEXISNEXIS RISK DATA MNGMT INC	150.00	150.00
139025	CINTAS	741.60	34.13
142800	CLOQUET SANITARY SERVICE	1,497.76	67.09
197775	KWIK TRIP INC	222.20	139.00
198100	L M C I T	205,141.00	44,533.00
207500	MANSFIELD ENERGY CORP	9,832.56	2,826.48
278600	TWIN PORT MAILING	3,844.65	57.13
	PUBLIC SAFETY		47,806.83
43	PUBLIC WORKS		
121000	ARROWHEAD SPRINGS INC	48.00	59.00
122958	AUTO ZONE, INC.	19.50	54.99
134000	CARLTON COUNTY HIGHWAY DEPT	3,516.45	269.28

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
43	PUBLIC WORKS		
137340	CHAMBERLAIN OIL CO., INC.	1,364.65	2,602.25
139025	CINTAS	741.60	31.39
142800	CLOQUET SANITARY SERVICE	1,497.76	124.94
148850	CRYSTEEL TRUCK EQUIPMENT	98,941.19	7.33
159350	ENVIRONMENTAL SYSTEMS RESEARCH		101.00
169180	FORCE AMERICA DISTRIBUTING LLC		19.34
175200	GOPHER STATE ONE CALL INC	87.80	12.15
190400	J. H. LARSON COMPANY	1,246.97	551.58
197800	L & M SUPPLY CO	1,902.17	503.75
198100	L M C I T	205,141.00	29,667.00
205050	LOFFLER COMPANIES INC	38.29	8.84
207500	MANSFIELD ENERGY CORP	9,832.56	3,937.75
209875	MCCOY CONSTRUCTION & FORESTRY	522.86	175.48
211400	MENARDS INC	760.16	43.33
212700	MID-STATE TRUCK SERVICE INC	47.80	3,203.70
229500	NAPA AUTO PARTS	186.78	262.67
234600	NORTHERN BUSINESS PRODUCTS	1,023.41	10.76
244975	PINE KNOT LLC	17,941.50	130.00
247400	396-PRAXAIR DISTRIBUTION, INC.	1,459.16	137.42
268800	STOCK TIRE COMPANY		37.50
272550	TEMPLE DISPLAY LTD	1,083.04	205.62
272600	TERMINAL SUPPLY INC	116.32	215.08
278600	TWIN PORT MAILING	3,844.65	57.13
279100	U S BANK EQUIPMENT FINANCE	1,159.78	47.57
284875	VERIZON WIRELESS	1,149.19	194.21
289015	WELLS FARGO CREDIT CARD	11,655.73	-17.90
R0002026	TOWN OF THOMSON		1,852.50
	PUBLIC WORKS		44,505.66
45	CULTURE AND RECREATION		
112050	ADVANCED SERVICES INC		1,188.00
116950	AMERIPRIDE SERVICES INC	315.11	788.37
142800	CLOQUET SANITARY SERVICE	1,497.76	958.82
147600	EXELON CORPORATION	1,589.56	1,639.23
178500	GUARDIAN PEST SOLUTIONS INC	94.50	47.25
186500	INDEPENDENT SCHOOL DISTRICT 94		18,772.50
197800	L & M SUPPLY CO	1,902.17	1,229.62
198100	L M C I T	205,141.00	21,498.50
207500	MANSFIELD ENERGY CORP	9,832.56	1,195.95
229500	NAPA AUTO PARTS	186.78	132.46
277550	TURFWERKS		80.32

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
45	CULTURE AND RECREATION		
281000	UNITED ELECTRIC COMPANY		215.00
	CULTURE AND RECREATION		47,746.02
46	COMMUNITY DEVELOPMENT		
234600	NORTHERN BUSINESS PRODUCTS	1,023.41	5.38
278600	TWIN PORT MAILING	3,844.65	28.56
289015	WELLS FARGO CREDIT CARD	11,655.73	171.80
	COMMUNITY DEVELOPMENT		205.74
LIBRARY FUND			
45	CULTURE AND RECREATION		
179340	HAGENS GLASS & PAINT	7,560.00	46.85
198100	L M C I T	205,141.00	4,528.00
211300	MENARDS INC	284.86	39.56
211400	MENARDS INC	760.16	127.52
	CULTURE AND RECREATION		4,741.93
PERMANENT IMPROVEMENT			
56	CONSTRUCTION & MAINTENANCE		
R0002022	GESTALT ENGINEERING LLC		2,535.00
	CONSTRUCTION & MAINTENANCE		2,535.00
CITY SALES TAX CAPITAL			
00			
127400	OSCAR J BOLDT CONSTRUCTION		0.00
R0001854	COMMERCIAL REFRIGERATION SYSTE		24,708.45
			24,708.45
81	SPECIAL PROJECTS		

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
CITY SALES TAX CAPITAL			
81	SPECIAL PROJECTS		
127400	OSCAR J BOLDT CONSTRUCTION		124,293.97
	SPECIAL PROJECTS		124,293.97
WATER - LAKE SUPERIOR WATERLINE			
50	STATION 1		
198100	L M C I T	205,141.00	4,419.00
	STATION 1		4,419.00
51	STATION 2		
121000	ARROWHEAD SPRINGS INC	48.00	28.25
180500	HAWKINS INC	6,494.07	257.46
198100	L M C I T	205,141.00	4,419.00
235560	NORTHERN STATES SUPPLY, INC.		32.73
	STATION 2		4,737.44
52	LAKE SUPERIOR WATERLINE		
197800	L & M SUPPLY CO	1,902.17	50.38
198100	L M C I T	205,141.00	4,419.00
204250	LIFTPRO		19.00
207500	MANSFIELD ENERGY CORP	9,832.56	909.46
211400	MENARDS INC	760.16	11.47
284875	VERIZON WIRELESS	1,149.19	70.24
	LAKE SUPERIOR WATERLINE		5,479.55
57	ADMINISTRATION		
156400	CITY OF DULUTH COMFORT SYSTEMS	152.55	152.55
205050	LOFFLER COMPANIES INC	38.29	8.84
	ADMINISTRATION		161.39
WATER - IN TOWN SYSTEM			

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - IN TOWN SYSTEM			
49	CLOQUET		
139025	CINTAS	741.60	18.83
141100	CLOQUET FORD-CHRYSLER CENTER	1,928.35	86.25
152550	DECAIGNY EXCAVATING INC		3,456.00
175700	GRAINGER	304.92	24.50
180500	HAWKINS INC	6,494.07	3,377.37
197800	L & M SUPPLY CO	1,902.17	100.75
207500	MANSFIELD ENERGY CORP	9,832.56	1,107.49
220500	MN DEPT OF HEALTH	32.00	8,910.00
229500	NAPA AUTO PARTS	186.78	8.38
247400	396-PRAXAIR DISTRIBUTION, INC.	1,459.16	82.45
281350	UNITED SYSTEMS & SOFTWARE, INC		3,850.00
283700	USA BLUEBOOK	147.87	193.80
284875	VERIZON WIRELESS	1,149.19	110.03
285500	VIKING INDUSTRIAL CENTER	365.64	125.32
289015	WELLS FARGO CREDIT CARD	11,655.73	258.26
	CLOQUET		21,709.43
54	BILLING & COLLECTION		
116100	AMERICAN PAYMENT CENTERS		92.00
180425	HARRIS COMPUTER SYSTEMS		150.00
211700	METRO SALES, INC.	1,267.54	99.76
278600	TWIN PORT MAILING	3,844.65	2,996.86
	BILLING & COLLECTION		3,338.62
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	1,497.76	41.65
159350	ENVIRONMENTAL SYSTEMS RESEARCH		101.00
175200	GOPHER STATE ONE CALL INC	87.80	7.29
198100	L M C I T	205,141.00	4,419.00
205050	LOFFLER COMPANIES INC	38.29	8.84
234600	NORTHERN BUSINESS PRODUCTS	1,023.41	10.76
278600	TWIN PORT MAILING	3,844.65	57.13
279100	U S BANK EQUIPMENT FINANCE	1,159.78	47.57
289015	WELLS FARGO CREDIT CARD	11,655.73	28.04
	ADMINISTRATION & GENERAL		4,721.28

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ENTERPRISE FUND - SEWER			
00			
286900	W L S S D	82,713.00	-10,505.00
			-10,505.00
55	SANITARY SEWER		
139025	CINTAS	741.60	12.56
197800	L & M SUPPLY CO	1,902.17	50.37
198100	L M C I T	205,141.00	9,337.50
207500	MANSFIELD ENERGY CORP	9,832.56	747.94
212700	MID-STATE TRUCK SERVICE INC	47.80	232.60
247400	396-PRAXAIR DISTRIBUTION, INC.	1,459.16	54.97
284875	VERIZON WIRELESS	1,149.19	75.02
286900	W L S S D	82,713.00	83,896.00
	SANITARY SEWER		94,406.96
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	1,497.76	41.64
159350	ENVIRONMENTAL SYSTEMS RESEARCH		101.00
175200	GOPHER STATE ONE CALL INC	87.80	4.86
205050	LOFFLER COMPANIES INC	38.29	8.84
222600	MN POLLUTION CONTROL AGENCY	23.00	200.00
234600	NORTHERN BUSINESS PRODUCTS	1,023.41	10.76
278600	TWIN PORT MAILING	3,844.65	57.13
279100	U S BANK EQUIPMENT FINANCE	1,159.78	47.57
289015	WELLS FARGO CREDIT CARD	11,655.73	898.75
	ADMINISTRATION & GENERAL		1,370.55
STORM WATER UTILITY			
57	ADMINISTRATION & GENERAL		
159350	ENVIRONMENTAL SYSTEMS RESEARCH		101.00
205050	LOFFLER COMPANIES INC	38.29	8.85
289015	WELLS FARGO CREDIT CARD	11,655.73	48.51
	ADMINISTRATION & GENERAL		158.36

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TABLE TELEVISION			
45	CULTURE AND RECREATION		
162640	ENVENTIS TELECOM INC	47.20	47.20
270300	SWAGIT PRODUCTIONS, LLC	1,325.00	1,325.00
	CULTURE AND RECREATION		1,372.20
CLOQUET AREA FIRE DISTRICT			
42	PUBLIC SAFETY		
207500	MANSFIELD ENERGY CORP	9,832.56	3,214.87
	PUBLIC SAFETY		3,214.87
	TOTAL ALL DEPARTMENTS		517,947.36



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 *TRP*
Date: February 16, 2021

ITEM DESCRIPTION: Exempt Position Classification

Requested Action

The City Council is asked to approve the reclassification of the Utility Maintenance Supervisor and the Street Department Supervisor positions from non-exempt (hourly) to exempt (salaried).

Background/Overview

Based on both the job descriptions and the position expectations both positions meet the criteria outlined by Department of Labor rules to be exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

Policy Objectives

The objective is to ensure equity between the various supervisory positions within the department and to simplify budgeting.

Financial/Budget/Grant Considerations

None. The pay plan will not be affected by this change.

Supporting Documentation Attached

- FLSA Fact Sheet 17C

***Note:** The Department of Labor revised the regulations located at 29 C.F.R. part 541 with an effective date of January 1, 2020. WHD will continue to enforce the 2004 part 541 regulations through December 31, 2019, including the \$455 per week standard salary level and \$100,000 annual compensation level for Highly Compensated Employees. The final rule is available at: <https://www.federalregister.gov/documents/2019/09/27/2019-20353/defining-and-delimiting-the-exemptions-for-executive-administrative-professional-outside-sales-and>.

U.S. Department of Labor
Wage and Hour Division



Fact Sheet #17C: Exemption for Administrative Employees Under the Fair Labor Standards Act (FLSA)

This fact sheet provides information on the exemption from minimum wage and overtime pay provided by Section 13(a)(1) of the FLSA as defined by Regulations, [29 C.F.R. Part 541](#), as applied to administrative employees.

The [FLSA](#) requires that most employees in the United States be paid at least the [federal minimum wage](#) for all hours worked and [overtime pay](#) at not less than time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both [minimum wage](#) and [overtime pay](#) for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$684* per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

See other fact sheets in this series for more information on the exemptions for [executive](#), [professional](#), [computer](#) and [outside sales](#) employees, and for more information on the [salary basis](#) requirement.

Administrative Exemption

To qualify for the administrative employee exemption, all of the following tests must be met:

- The employee must be compensated on a salary or fee basis (as defined in the regulations) at a rate not less than \$684* per week;
- The employee's primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers; and
- The employee's primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.

Primary Duty

"Primary duty" means the principal, main, major or most important duty that the employee performs. Determination of an employee's primary duty must be based on all the facts in a particular case, with the major emphasis on the character of the employee's job as a whole.

Directly Related to Management or General Business Operations

To meet the "directly related to management or general business operations" requirement, an employee must perform work directly related to assisting with the running or servicing of the business, as distinguished, for example from working on a manufacturing production line or selling a product in a retail or service establishment. Work "directly related to management or general business operations" includes, but is not limited to, work in functional areas such as tax; finance; accounting; budgeting; auditing; insurance; quality control; purchasing; procurement; advertising; marketing; research; safety and health; personnel management; human resources; employee benefits; labor relations; public relations; government relations; computer network, Internet and database administration; legal and regulatory compliance; and similar activities.

Employer's Customers

An employee may qualify for the administrative exemption if the employee's primary duty is the performance of work directly related to the management or general business operations of the employer's customers. Thus, employees acting as advisors or consultants to their employer's clients or customers — as tax experts or financial consultants, for example — may be exempt.

Discretion and Independent Judgment

In general, the exercise of discretion and independent judgment involves the comparison and the evaluation of possible courses of conduct and acting or making a decision after the various possibilities have been considered. The term must be applied in the light of all the facts involved in the employee's particular employment situation, and implies that the employee has authority to make an independent choice, free from immediate direction or supervision. Factors to consider include, but are not limited to: whether the employee has authority to formulate, affect, interpret, or implement management policies or operating practices; whether the employee carries out major assignments in conducting the operations of the business; whether the employee performs work that affects business operations to a substantial degree; whether the employee has authority to commit the employer in matters that have significant financial impact; whether the employee has authority to waive or deviate from established policies and procedures without prior approval, and other factors set forth in the regulation. The fact that an employee's decisions are revised or reversed after review does not mean that the employee is not exercising discretion and independent judgment. The exercise of discretion and independent judgment must be more than the use of skill in applying well-established techniques, procedures or specific standards described in manuals or other sources.

Matters of Significance

The term "matters of significance" refers to the level of importance or consequence of the work performed. An employee does not exercise discretion and independent judgment with respect to matters of significance merely because the employer will experience financial losses if the employee fails to perform the job properly. Similarly, an employee who operates very expensive equipment does not exercise discretion and independent judgment with respect to matters of significance merely

because improper performance of the employee's duties may cause serious financial loss to the employer.

Educational Establishments and Administrative Functions

The administrative exemption is also available to employees compensated on a salary or fee basis at a rate not less than \$684* a week, or on a salary basis which is at least equal to the entrance salary for teachers in the same educational establishment, and whose primary duty is performing administrative functions directly related to academic instruction or training in an educational establishment. Academic administrative functions include operations directly in the field of education, and do not include jobs relating to areas outside the educational field. Employees engaged in academic administrative functions include: the superintendent or other head of an elementary or secondary school system, and any assistants responsible for administration of such matters as curriculum, quality and methods of instructing, measuring and testing the learning potential and achievement of students, establishing and maintaining academic and grading standards, and other aspects of the teaching program; the principal and any vice-principals responsible for the operation of an elementary or secondary school; department heads in institutions of higher education responsible for the various subject matter departments; academic counselors and other employees with similar responsibilities. Having a primary duty of performing administrative functions directly related to academic instruction or training in an educational establishment includes, by its very nature, exercising discretion and independent judgment with respect to matters of significance.

Highly Compensated Employees

Highly compensated employees performing office or non-manual work and paid total annual compensation of \$107,432 or more (which must include at least \$684* per week paid on a salary or fee basis) are exempt from the FLSA if they customarily and regularly perform at least one of the duties of an exempt executive, administrative or professional employee identified in the standard tests for exemption.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website:
<http://www.wagehour.dol.gov> and/or call our toll-free information and helpline,
available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

When state law differs from the federal FLSA, an employer must comply with the standard most protective to employees. Links to your state labor department can be found at www.dol.gov/contacts/state_of.htm.

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: City Council
From: Caleb Peterson, Public Works Director
Reviewed By: Tim Peterson, City Administrator *TRP*
Date: February 16, 2021

ITEM DESCRIPTION: Gillette Road Easement Acquisition

Proposed Action

Staff recommends that the City Council move to adopt **RESOLUTION 21-10, APPROVING GILLETTE ROAD PROJECT EASEMENT.**

Background/Overview

In September 2019, the Council passed Resolution 19-66 in support of Transportation Economic Development (TED) grant funds for construction of a reduced conflict intersection on South Hwy 33 at the Gillette Road intersection. In July of 2020, the preliminary project layout was presented to Council by MnDOT staff and a second public information meeting was held. With design now progressing for a scheduled fall 2021 bid letting, it is necessary for the City to acquire a small piece of ROW along Gillette Road.

Staff enlisted the services of a licensed appraiser and the City Attorney’s office to assist with this acquisition. An initial offer was made based on the appraised value and multiple counteroffers have resulted in a recommended purchase price as shown below:

Owner	Appraised Value	Purchase Price
Raymond Riihiluoma	\$ 7,500.00	\$ 12,500.00

The recommended purchase price is \$5,000 over the appraised value however, staff feels this is reasonable based on the best data available. Recent sales along the corridor have resulted in a higher square foot price than the City commissioned appraisal value. The City would also need to expend at least \$10,000 in legal fees to pursue condemnation negating any savings achieved.

Policy Objectives

N/A

Financial/Budget/Grant Considerations

The CIP estimates \$950,000 in total funding for this project with \$285,000 in City local option sales tax funding to leverage \$665,000 in MnDOT TED grant funding.

To Mayor and Council
Gillette Road Easement Acquisition
February 16, 2021
Page 2

Advisory Committee/Commission Action

N/A.

Supporting Documents Attached

- Resolution No. 21-10
- Draft Easement
- Final Offer Letter

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

RESOLUTION NO. 21-10

RESOLUTION APPROVING GILLETTE ROAD PROJECT EASEMENT

WHEREAS, The Council has included construction of the proposed Highway 33 reduced conflict intersection as part of the adopted Capital Improvement Plan and Budget;

AND WHEREAS, The City of Cloquet must acquire permanent easement from an adjacent property prior to beginning said improvements;

AND WHEREAS, A property appraisal was completed, and the purchase agreement has been executed by the owner.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the following purchase agreement is hereby accepted:

No.	Owner	Purchase Price
1	Raymond Riihiluoma	\$ 12,500.00

BE IT FURTHER RESOLVED That the Mayor and City Administrator are hereby directed to execute said agreement on behalf of the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 16th DAY OF FEBRUARY 2021.

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

HIGHWAY RIGHT OF WAY EASEMENT

City of Cloquet, Carlton County, Minnesota

FOR VALUABLE CONSIDERATION, **Marilyn M. Riihiluoma**, a married person, and **Raymond C. Riihiluoma**, her spouse, Grantors, hereby grant to **City of Cloquet**, a municipal corporation and political subdivision of the State of Minnesota, Grantee, and its successors and assigns, for the benefit of the public, a perpetual, nonexclusive, permanent easement for highway right of way and utility purposes, together with the unrestricted right to construct, maintain, repair, improve, alter or remove the same, for that part which lies over, under and across certain lands owned by Grantors (the "Burdened Parcel"), all situated in the City of Cloquet, Carlton County, Minnesota, said easement being described as follows (the "Right of Way Easement"), to-wit:

See attached EXHIBIT A for description of the Highway Right of Way Easement.
See attached EXHIBIT B for description of the Burdened Parcel.

Together with the right to locate the easement by surveying and the right to clear the easement and to remove any obstructions to the easement limits, so as to prevent damage or interference with its efficient operation and control, and the right to enter upon the burdened parcels as needed for the purposes of locating, grading, constructing and maintaining said right of way easement. Any such utilities to be located thereon, shall be constructed and maintained in a safe condition by Grantee, at Grantee's sole expense. Grantee shall repair any damage to Grantors' property, including any landscaping, caused by their construction and maintenance of said right of way easement.

The rights herein granted are subject to any existing rights-of-way, for highways, roads, railroads, pipelines, laterals, ditches, public utilities and other easements heretofore granted across any part of the lands affected by this easement. Grantors shall otherwise have the full use and enjoyment of the burdened parcel except as the same may be necessary for the purposes herein granted.

Said Grantors, for itself, its successors and assigns, hereby releases Grantee, its successors and assigns, from all claims for any and all damages resulting to lands contained within the easement area by reason of the location, grading, construction, maintenance and use of the utility easement described above. The said Grantors hereby further release the Grantee from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused

by the use of the easement, including grading and removal of materials from said easement area for highway purposes, and agree that the consideration paid by Grantee for said easement is the fair market value of such damages paid in exchange for said release. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

Marilyn M. Riihiluoma

Raymond C. Riihiluoma

STATE OF MINNESOTA)
) ss. Check here if part or all of the land is Registered (Torrens) _____
COUNTY OF CARLTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by **Marilyn M. Riihiluoma**, a married person, and **Raymond C. Riihiluoma**, her spouse, Grantors.

Signature of Person Taking Acknowledgment

Tax statements for the real property described
in this instrument should be sent to:

Marilyn and Raymond Riihiluoma
1513 Highway 33 South
Cloquet, MN 55720

Notarial Stamp or Seal (or other title/rank)

This Instrument was Drafted By:
Rudy, Gassert, Yetka, Pritchett & Helwig
A Fryberger Law Firm Practice Group
813 Cloquet Avenue
Cloquet, MN 55720
(218) 879-3363 WTH:ljj

EXHIBIT A

Highway Right of Way Easement Description

An easement for highway right of way and utility purposes over, under and across the north 50.00 feet of the east 50.00 feet of the North half of that portion of the Northwest Quarter of the Southeast Quarter, Section 26, Township 49 North, Range 17, West of the Fourth Principal Meridian, lying West of State Highway No. 33.

Also see attached drawing for a depiction of the highway right of way easement.

EXHIBIT B

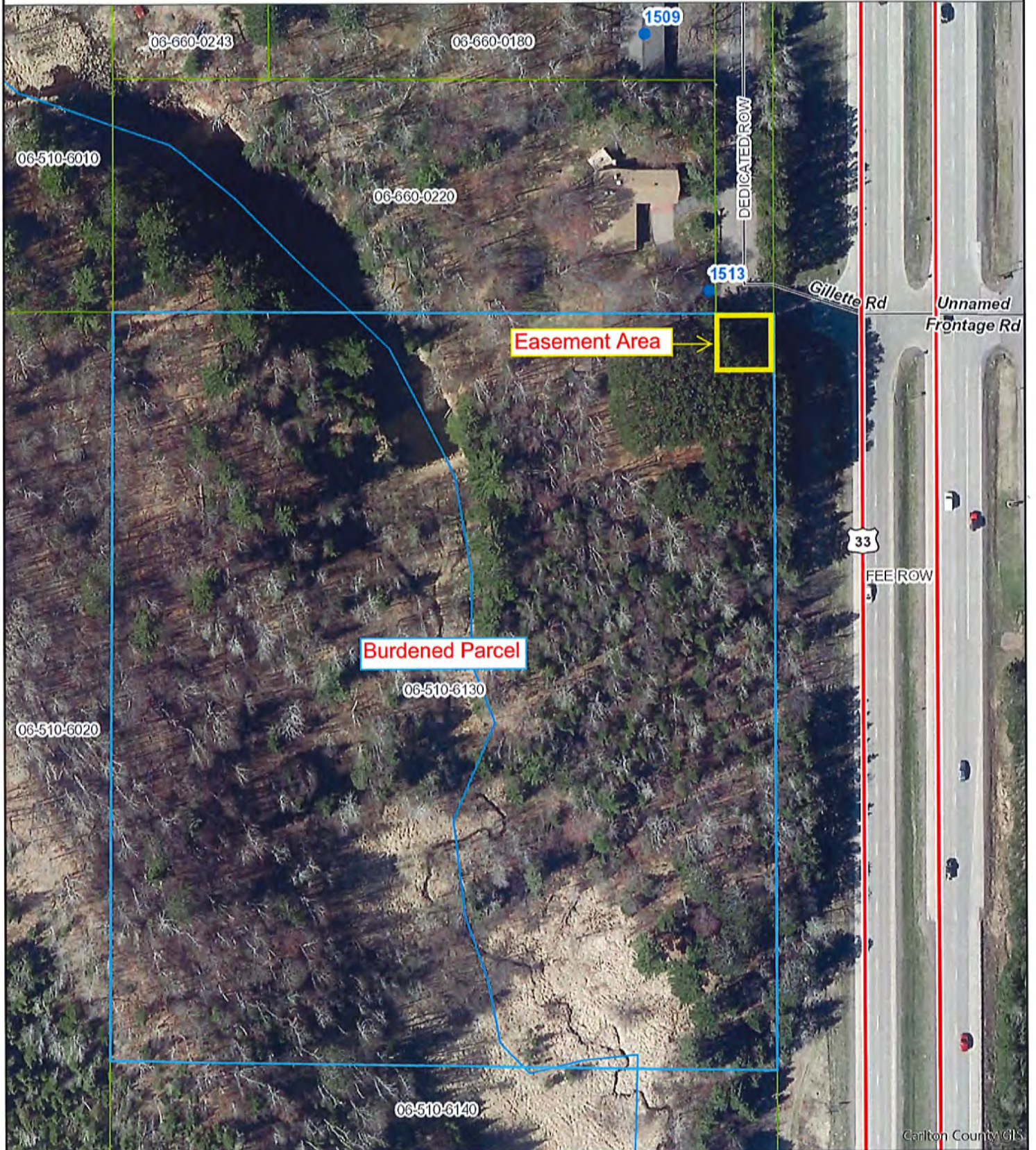
The Burdened Parcel

North half of that portion of the Northwest Quarter of the Southeast Quarter, Section 26, Township 49 North, Range 17, West of the Fourth Principal Meridian, lying West of State Highway No. 33.

Parcel ID No.: 06-510-6130

Also see attached drawing for a depiction of the Burdened Parcel.

N2NWSE Sec. 26-49-17 W of Hwy 33



This data is provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose. Not for survey purposes.



Carlton County, MN

Date: 1/5/2021

FRYBERGER

— LAW FIRM —

Rudy, Gassert, Yetka, Pritchett & Helwig
A Fryberger Law Firm Practice Group

WILLIAM T. HELWIG
Cloquet Office
bhelwig@fryberger.com
218.725.6867

January 26, 2021

Raymond Riihiluoma
John Riihiluoma
Ray Riihiluoma Construction Inc.
RRI, Inc.
1415 South Highway 33
Cloquet, MN 55720

Re: Highway 33/Gillette Road Project
Our File: 21353-8

Dear Ray and John:

To summarize our prior discussions, the City of Cloquet is pursuing a project for construction of a reduced conflict intersection/J turn where Gillette Road and Highway 33 meet. The project is set to begin in 2021 and complete in 2022. Obtaining an easement over a 50x50 foot area just south of the Gillette Road intersection with Highway 33 on the east side of Raymond and Marilyn's property (in the northeast corner of Parcel ID No. 06-510-6130) is necessary for the City to complete this project.

As previously discussed, the easement is for highway right of way purposes only and will not change the underlying ownership of their property. Please consider the following documents:

- 1.) A copy of the **Independent Appraisal** which was previously provided to you used by the City to establish the value of the parcel within which the easement lies, and of the additional easement needed.
- 2.) **Highway Right of Way Easement** (enclosed) outlining the easement required for this project. If this Easement is acceptable under the terms of the following offer, Ray and Marilyn or their power of attorney will need to **sign** (in front of a notary) **and return the original as soon as possible**.

FRYBERGER, BUCHANAN, SMITH & FREDERICK, P.A.

CLOQUET
813 Cloquet Ave.
Cloquet, MN 55720
p: (218) 879-3363

DULUTH
302 West Superior St., Suite 700
Duluth, MN 55802
p: (218) 722-0861

SUPERIOR
1409 Hammond Ave., Suite 330
Superior, WI 54880
p: (715) 392-7405

ST. PAUL
380 St. Peter St., Suite 710
St. Paul, MN 55102
p: (651) 221-1044

fryberger.com

OFFER

The City of Cloquet hereby submits to you an offer of **\$12,500**, which is \$5,000 above the appraised market value of the easement required for this project according to the City's independent appraisal. The City's offer is based on the City's appraisal and upon consideration of the prior offer for the parcel as expressed by Raymond.

The City will agree to allow a driveway access to parcel 06-510-6130 from Gillette Road should that parcel be developed separately from Ray's home parcel. If parcel 06-510-6130 is developed jointly with parcel 06-660-0220, the City will agree to allow a driveway access to the development along the combined Gillette Road frontage. The City will also agree to institute a zoning change from Farm/Residential to Highway/Commercial for parcel 06-510-6130. A public hearing is required, however. There would be no fee for this process as it would be initiated by the City. The City will also maintain the right of way along the reconstructed Gillette Road to the same standards that they maintain the present right of way. The City will also agree that it will not install streetlights along that portion of Gillette Road adjacent to Ray's residence parcel without Ray's consent, so long as Ray continues to reside there. However, the City has no control over MNDOT lighting requirements along Highway 33.

These concessions by the City will allow parcel 06-510-6130 to be valued according to the City's appraisal and to the extent of the offer being made for the easement. Without a zoning change or access from Gillette Road, the parcel would likely appraise closer to the County's estimated market value of \$69,300.

This offer will be held open for thirty (30) days. Any negotiated agreement is subject to approval by the Cloquet City Council.

If you decide to accept the City's offer, you will be paid upon your providing the City with a signed and notarized Highway Right of Way Easement which the City is able to record. Recording costs incurred for recording the easement will be paid by the City. If the offer is unacceptable, the City may proceed to acquire said property through eminent domain proceedings without any such concessions.

To aid in your decision, you may want to secure your own appraisal at your own cost. The City of Cloquet may be required to reimburse you for the actual cost of an appraisal by a qualified appraiser, limited to the amount set by law (\$1,500, see Minn. Stat. § 117.085) at the discretion of the commissioners appointed in any appeal of the City's qualified appraised value following condemnation through eminent domain proceedings.

Please contact me at 218-725-6867 or bhelwig@fryberger.com to discuss this matter further.

Sincerely,

William T. Helwig, Cloquet City Attorney

FRYBERGER LAW FIRM

January 26, 2021
Page 3

I CONFIRM THIS OFFER.

CITY OF CLOQUET

Caleb Peterson, City Engineer

Tim Peterson, City Administrator

I ACCEPT THIS OFFER.

Raymond C. Riihiluoma



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed By: Tim Peterson, City Administrator *TCP*
Date: February 16, 2021

ITEM DESCRIPTION: SCADA System Proposal

Proposed Action

Staff recommends that the City Council move to enter into an agreement with S.E.H., Inc. for electrical engineering services in the estimated amount of \$26,860.00.

Background/Overview

The operation of Cloquet's municipal utilities is continuously monitored and controlled by a Computerized Supervisory Control and Data Acquisition (SCADA) system that starts and stops pumps based on system demands. This control system also monitors various real time operating parameters such as tank levels, pumping rates, total gallons pumped, hourly and daily demand or usage. In the event something occurs out of the ordinary, the system will generate and log an alarm to utility staff which respond and address most issues before any impacts are realized by our customers.

The current City of Cloquet SCADA system has a mix of Bristol Babcock PLCs (Programmable Logic Controllers) and Allen-Bradley Controllers. There are also five lift station sites that are not on the SCADA network. The 2021 budget and CIP include funding to update the older Bristol Babcock PLC's and bring some of smaller uncontrolled lift station sites into the network.

The City has an existing SCADA System Integrator and equipment supplier which provides professional services for programming and troubleshooting of existing equipment. Staff recommends this professional service relationship stay in place as they have knowledge of current programming put in place on newer portions of the system which are not proposed to be upgraded. That said, the supply and installation of the new PLCs, radios and other associated equipment is typically performed by an electrician rather than the system integrator. To comply with public bidding requirements, staff recommends a contract be awarded to S.E.H. for electrical engineering services to develop bidding documents for the supply and installation of the required equipment.

Policy Objectives

To comply with State Statute and City Policy regarding purchasing and contract procurement.

Financial/Budget/Grant Considerations

The 2021 budget includes \$250,000 for this project split between the water, sanitary sewer, and Lake Superior water funds. The preliminary estimate from our System Integrator (Total Control Systems) to complete programming and installation is \$220,000.

To Mayor and Council
SCADA Proposal
February 16, 2021
Page 2

Advisory Committee/Commission Action

N/A.

Supporting Documents Attached

- S.E.H. Proposal

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Cloquet ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective May 1, 2014, this Supplemental Letter Agreement dated February 1, 2021 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: SCADA System Improvements.

Client's Authorized Representative: Caleb Peterson
Address: 101 14th Street
Cloquet, MN 55720
Telephone: 218.879.6758 **email:** cpeterson@cloquetmn.gov

Project Manager: Dan Hinzmann, PE
Address: 418 W. Superior Street, Suite 200
Duluth, MN 55802
Telephone: 218.260.0798 **email:** dhinzmann@sehinc.com

Scope: The Basic Services to be provided by Consultant:

SEH will provide services per our proposal letter dated February 1, 2021 (attached as Exhibit 1).

Schedule: See attached Exhibit 1.

Payment: The lump sum fee for Tasks 1 and 2 is \$19,860 including expenses and equipment. The hourly fee for Task 3 is estimated to be \$7,000 including expenses and equipment.

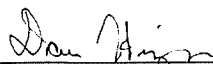
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and A-2.

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.

City of Cloquet

By: 
Dan Hinzmann, PE (Lic. MN, WI)
Title: Client Service Manager

By: _____
Caleb Peterson
Title: City Engineer

Exhibit A-1
to Supplemental Letter Agreement
Between City of Cloquet (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 1, 2021

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. 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.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

t:\dumu\public\proposals\cloquet scada\exhibit a-1.docx

Exhibit A-2
to Supplemental Letter Agreement
Between City of Cloquet (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 1, 2021

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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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



Building a Better World
for All of Us®

February 1, 2021

RE: City of Cloquet, MN
SCADA System Improvements
SEH No. CLOQU P-158767

Mr. Caleb Peterson
City of Cloquet
101 14th Street
Cloquet, MN 55720

Dear Mr. Peterson:

Short Elliott Hendrickson Inc. (SEH®) is pleased to submit this proposal for engineering services to upgrade the existing water/wastewater SCADA system. This proposal is based on our prior experience with the City of Cloquet SCADA system and conversations with City staff.

Project Overview

The City of Cloquet SCADA system has a mix of Bristol Babcock PLCs (Programmable Logic Controllers) and Allen-Bradley Controllers. There are also five lift station sites that are not on the SCADA network.

This project will include replacing the Bristol Babcock PLCs and associated radios with new Allen-Bradley PLCs, along with adding a new SCADA RTU at the lift station sites that are not currently connected.

The City has a preferred SCADA equipment manufacturer. SEH will assist the City in obtaining a quote for equipment from that manufacturer. SEH will develop bidding documents for the installation of the quoted equipment. The SCADA equipment bid will be included in the bid form for inclusion in the overall project bids.

The following sites are included in this improvements project:

1. Provide a new SCADA RTU and new radio at the following sites:
 - a. Spruce Street Lift Station (locate in existing panel)
 - b. English Road/Genes Lift Station (locate in existing panel)
 - c. Business Park Lift Station (locate in existing panel)
 - d. Slate Street Lift Station (new RTU enclosure)
 - e. Hockey Shelter Lift Station (new RTU enclosure)
2. Replace the existing PLC and radio at the following sites:
 - a. Dunlap Island Lift Station
 - b. 2nd Street Lift Station
 - c. Allen Street Lift Station
 - d. Reservation (FDL) Lift Station (New RTU Enclosure)
 - e. Well #1
 - f. Well #11
 - g. Spring Lake
 - h. Elevated Tank
 - i. Sappi Booster Station I Pump Station

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55802-1512
SEH is 100% employee-owned | sehinc.com | 218.279.3000 | 888.722.0547 | 888.908.8166 fax

- j. Sappi Booster Station II Pump Station
 - k. Harris Reservoir
 - l. Sappi Plant RTU
 - m. Sappi Station I and Station II backup
3. Bidding Alternate #1: As part of the design documents, at the following sites we will prepare a specification and drawings to replace then entire lift station control panel. The new RTU at these sites will be located inside new lift station control panel under this alternate.
- a. Slate Street Lift Station
 - b. Hockey Shelter Lift Station
 - c. Reservation (FDL) Lift Station

Work Plan

Task 1 Design Phase

Task 1.1. Kick-off-meeting and site investigation

Lead a Kick-off meeting with project team and other stakeholders to review the project objectives, scope, schedule, and budget:

- Meeting to be held at the Cloquet WTP, or at another site as recommended by the City.
- Chad Westbrook to be present.
- Following meeting, perform field investigation at all the project sites.
 - Drive to each site
 - Take photos of site and control panel interiors
 - Discuss approach for each site

Task 1.2 SCADA Scoping Document

- Prepare a scoping document for the City's preferred SCADA equipment provider.
- Lead a review meeting using Microsoft Teams meeting services to review the SCADA scoping document with the City
- Send the document to the SCADA equipment provider for a quotation

Task 1.3 90% Bidding Documents:

Prepare drawings to a 90% design level and submittal to the City for review.

90% Deliverables:

1. Prepare the following drawings
 - a. General Title Sheet
 - b. Electrical Symbols Sheet
 - c. SCADA Network Diagram
 - d. SCADA Details
 - e. SCADA Details
2. Division 01, 02, and Technical Specifications to a 90% level
3. Opinion of probable construction costs

Task 1.4 90% Design Review Meeting:

Chad will lead a review meeting via Microsoft Teams to discuss outstanding issues and Owner comments. We anticipate that this meeting will last two hours. Following this review meeting, we will make changes to finalize the bidding documents.

Task 1.5 Final Deliverable:

Final signed drawings and project manual will be provided for electronic advertisement.

Task 2 Bidding Phase

Task 2.1 RFIs and Addendums

We have included two hours to respond to contractor RFIs and prepare addendums as needed.

Task 2.2 Pre-Bid Meeting

We have included eight hours for Chad to attend the pre-bid meeting with the Contractors.

Task 3 Construction Phase

Task 3.1 RFI: We have included 12 hours to answer Contractor questions during construction.

Task 3.2 Shop Drawings: We included four hours to review Contractor shop drawing submittals.

Task 3.3 Construction Site Visits: We have not included any time to attend on-site construction meetings. This service can be proposed as add-on service if requested by the City.

Task 3.4 Commissioning: We have not included time to do a thorough point by point on-site check-out and commission with the SCADA provider. This service can be proposed as add-on service if requested by the City.

Task 3.5 Punch list: We have included eight hours to attend the final closeout meeting and punch list with the Contractor and Owner at the project sites.

Task 3.6 Project Closeout: We have included two hours to review and provide closeout documents.

Task 3.7 Project Record Drawings: We have included four hours to prepare final record drawings at the conclusion of the project.

Assumptions

Our work plan and deliverables were built on the following assumptions:

- SEH will provide all documentation electronically and has not included any printing costs.
- SEH has not included any fees associated with project bidding and advertising. SEH will post the bidding documents electronically.
- Electrical engineering services are the only technical discipline engineering services included. Services are not included for architectural, civil, process, structural, or mechanical engineering services.
- This proposal fee and services is written with the direction that the City's preferred SCADA equipment provider will be used. Additional services may be requested if it is determined during the design/bidding phase that a level of effort needs to be provided for competitive bids.

Additional Services

SEH can offer additional efforts to support the project, but these have not been included at this time. We will provide an estimated fee for Additional Services as requested. Additional Services not included in the proposal include, but are not limited to, the following:

- Site visits in excess of those noted above.
- Preparing Change Orders or other services and supporting data or providing other services in connection with changed project conditions which are inconsistent with the original design intent including, but not limited to, changes in project size, complexity, Owner's schedule, character of construction or method of financing.
- Additional services not otherwise provided for in this Agreement.

Schedule

We are prepared to begin work upon execution of a contract. An estimated project schedule follows:

Task 1 Design Phase – 7 Weeks

- 1 week after NTP – Project kick-off meeting
- 2 weeks after kick-off meeting – Scada scoping document
- 4 weeks after kick-off meeting – 90% submittal

1 week after 90% submittal – 90% review meeting

1 week after 90% review meeting – Final Submittal

Schedules for Tasks 2 and 3 will be determined during design phase.

Fee

Based on the scope of services described above, SEH proposes to complete the work based on the following fee schedule:

Task 1 Design Phase – \$18,460 (Lump Sum)

Task 2 Bidding Phase – \$1,400 (Lump Sum)

Task 3 Construction Phase – \$7,000 (Hourly, estimated)

\$26,860 Total Estimated Fee

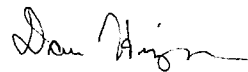
We look forward to the opportunity to work with you on this project and to discuss this proposal with you further. If this proposal looks acceptable, we will prepare a contract referencing our master agreement. If you have any questions, please contact me at **651.485.2677** or via email at **cwestbrook@sehinc.com**.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Chad Westbrook, PE (Lic. MN, AL, OK, KY, SD, VA, WI, CT)
Project Manager, Electrical Engineer



Dan Hinzmann, PE (Lic. MN, WI)
Client Service Manager

c: Ross Biebl, City of Cloquet

dmk/mh

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

To: Mayor and Cloquet City Council
From: Holly Hansen, Community Development Director
Reviewed By: Tim Peterson, City Administrator *TP*
Date: February 9, 2021

ITEM DESCRIPTION: Cloquet EDA Directions 2021

Background/Overview

At the February 16th meeting, Cloquet EDA Vice President Dave Manderfeld will review 2020 EDA/City accomplishments and will highlight goals for 2021. Attached you will find the detailed goals for reference.

Supporting Documentation Attached

- 2021 Cloquet EDA Goals



Cloquet Economic Development Authority DRAFT 2021 Work Plan (January 2021)

Goal #1 – Broadband: Improve Residential and Business Networks

Strategy: Facilitate partnerships to improve residential and business broadband service within the City of Cloquet.

Implementation Steps:

1. Since Cloquet is considered “served” by existing broadband providers, state and federal grants/programs aren’t currently an opportunity for the City, as they focus on “unserved.” Consider self-initiated City leadership to improve service by undertaking a broadband feasibility study for the City of Cloquet, applying for a regional foundation grant to support the cost of this study (18-month effort estimated for this initiative) to identify opportunities and pathways for improvements.

Goal #2 - Promote the Development, and Maintenance, of Housing by implementing the 2014 Cloquet Housing Study and Taskforce Recommendations

Strategy: Ensure that the City’s housing stock supports the needs of local employers, employees, and targeted businesses including the adequate marketing of the City’s housing re/development opportunities.

Implementation Steps:

1. The EDA will continue housing efforts playing a crucial role in housing development and redevelopment in Cloquet, maintaining clear economic development housing incentives for market and affordable housing projects in Cloquet (e.g. Housing TIF/Abatement Policy), facilitating creative partnerships, and assistance in securing program funding and grant funding (e.g. SCDP) to assist with key community priorities/projects.
2. Support new single-family projects and housing subdivision projects for all age spectrums, especially those that will connect with public utilities. Work on unique opportunities to create higher finish level apartments for millennials such as downtown upper story loft apartments or downtown redevelopment projects.



Single-Family Ownership 2014-2020

61 Homes (Unmet, Goal 200 Units)

- 4 Manufactured homes 2020.
- 54 Move-up (45 homes in Cloquet: 12 Patio Homes project; 1 home 2019/1 home planned 2020 Water Tower project), 4 homes in Scanlon)
- 3 Executive (Cloquet)

Multifamily Ownership 2014-2020 (e.g. Townhome, Condo, Loft)

2 Units (Unmet, Goal 40 Units)

- 6 more townhome units planned for 2021+



Cloquet Economic Development Authority DRAFT 2021 Work Plan (January 2021)

3. Conclude initiated condemnation on the Adams Street property for redevelopment housing opportunity.
4. Initiate new Housing Study in 2024.
5. Leverage other enforcement case opportunities.



General Occupancy Rental 2014-2020

139 Rental Units (Met, Goal 120 Units)

- ✓ 58 **Market Rate Units** (*Union Lofts – 11 units (2021); Carlton Lofts – 11 Units; 14th ST III TIF, 8 Units held for income restricted occupants, rents not necessarily restricted*)
- ✓ 56 **Affordable Units** *Shallow Subsidy* workforce housing (*Carlton Lofts 39 Units, White Pine 17 Units rent & income restricted*)
- ✓ 35 **Affordable Units** *Deep Subsidy* (*White Pine 18 Units, Carlton Lofts 7 Units rent & income restricted*)

Age-Restricted Rental 2014-2020

6 units (Unmet, 140 Units)

- 4 more units planned for 2021 Trails Edge 2 senior independent market/affordable townhomes

Goal #3 – Childcare

Strategy: **Ensure local families and businesses are supported by and have access to quality childcare in the City of Cloquet by maintaining and creating new additional childcare slots.**

Implementation Steps:

1. Continue participation in the Rural Childcare Program for Carlton County in an effort to support and connect Child Care Facilities to resources to retain/expand childcare slots (e.g. Northland Foundation, First Children’s Finance).
2. Connect inquiries for daycare center facilities to buildings and sites for sale within the City.
3. Leverage local opportunities to use regional and state programs, loans, and grant opportunities to expand childcare (e.g. 116J.417 GREATER MINNESOTA CHILD CARE FACILITY CAPITAL GRANT PROGRAM).

Goal #4 – Develop the Cloquet Business Park

Strategy: **Increase business and employment opportunities within the Cloquet Business Park while broadening the commercial/industrial sector and tax base.**

Implementation Steps:

1. Support business inquiries and leads interested in the Park.
2. Support existing businesses interested in expanding in the Park (as guided in the Zoning Code).
3. Market the Park and City programs that can be utilized to accomplish development (online via the Cloquet EDA website, Facebook, LinkedIn etc.).



Cloquet Economic Development Authority DRAFT 2021 Work Plan (January 2021)

4. Conduct Business Retention and Expansion Visits to ensure City is aware of business real estate and workforce talent needs. Share information on City/EDA business programs, and other regional/state/federal programs. and to share information on Cloquet EDA programs and sites such as the Business Park.
5. Continue to building relationships from the 2020 non-traditional lenders forum in Cloquet to broaden the knowledge of local lenders on partnership programs on various gap financing programs.
6. Engage in business lead generation activity work with regional economic development partners such as DEED, APEX, MnPower, Carlton County etc.
7. Ensure if the City/EDA initiate a broadband feasibility site that strong service in the Park is essential to support future lot sale development.

Goal #5 – Downtown Revitalization

Strategy: **Increase the number and variety of restaurants, breweries/cideries/taprooms etc., retail, office, commercial, and housing mixed-use destinations to maintain Downtown as a vibrant destination and place of commerce. Work to implement the 2017 Downtown Cloquet Revitalization Strategy with detailed recommendations for the Cloquet Avenue and Historic West End Districts.**

Implementation Steps:

1. Re-Kick Off West End Flourish Artist after COVID-19 freeze is lifted on the Artist on Mainstreet Community Grant project.
2. Assist with real estate inquiries on downtown buildings and city programs. Consider a Small Cities application to DEED for additional funding.
3. Assist distressed properties with program opportunities and engage potential developers.
4. Improve downtown district aesthetics and connectivity to natural/recreational amenities. Leverage and build upon completed Parks and Riverfront aesthetic and streetscaping investments bringing traffic past the West End and continue riverfront trail planning to connect to Munger Trail system from Cloquet, which will be a complex multi-jurisdictional project that needs to be strategically managed for long-term implementation success.
5. Establish a Downtown Business Committee.

Goal #6 – Business Support

Strategy: **Have strong local business relationships, awareness of their needs and market Cloquet.**

Implementation Steps:

1. Conduct Business Retention and Expansion Visits to ensure City is aware of business real estate and workforce talent needs.
2. Market Cloquet utilizing prepared Adv Advantage materials, and building off of them, which positively promote the community.
3. Market City/EDA business programs, and other regional/state/federal programs.



Cloquet Economic Development Authority DRAFT 2021 Work Plan (January 2021)

4. Continue to maintain office, commercial, and industrial real estate sites for sale to direct business leads to within the City of Cloquet on Northland Connection.
5. Connect Talent to Business: Partner with regional agencies (e.g. APEX, Northspan, Cloquet CareerForce, Northforce, DEED etc.) on local business talent needs. Network with higher education institutions locally/regionally on training (upskill/reskill) and talent opportunities to support Cloquet businesses. Network with ISD 94 on FabLab and other training and trades programs to support Cloquet businesses.
6. Participate in economic development network locally, regionally, and at the state/federal levels maintaining relationships.

Goal #7 – Redevelopment Support

Strategy: Ensure difficult sites that require redevelopment are supported with economic development tools as warranted.

Implementation Steps:

1. Cloquet will participate in ARDC's EPA Brownfield Redevelopment Grant project 2021-2023 providing the opportunity to focus on potential contaminated sites with redevelopment opportunities in the City and options to leverage programs to support those.
2. The EDA's ICE Study (Intersection Control Evaluation Study for South Hwy 33 Gillette Road) was used as the basis to submit for a MnDOT Transportation Economic Development Grant Application to continue to improve land redevelopment opportunities along South Hwy 33 and improve transportation safety. Cloquet was awarded funding in January 2020 and has begun working in cooperation with MnDOT on this project.



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed by: Tim Peterson, City Administrator *TP*
Date: February 16, 2021

ITEM DESCRIPTION: Public Works Position Appointment

Proposed Action

Staff recommends the City Council move to approve the one-year probationary appointment of Ross Biebl to the position of Assistant Public Works Director effective March 15, 2021.

Background/Overview

The scheduled retirement of the current Assistant Public Works Director will create a vacancy in the Department effective March 12, 2021. Over the past four weeks, the City completed all its due diligence and posted the position vacancy for qualified internal applicants. Three qualified applications were received, and all were interviewed by the selection panel. Through the interview process, the applicants performed well, and the panel is unanimously recommending the probationary appointment of Ross Biebl to the position of Assistant Public Works Director.

Mr. Biebl has served in various rolls with Public Works beginning in 2001. Over that time, he has gained the respect of his coworkers and administration thru his hard work and dedication to excellence. His experience includes time served at the maintenance level in both the street and utility divisions including a transition into management serving as Utility Maintenance Supervisor since 2019.

Policy Objectives

Keeping a fully staffed department is consistent with the service level directives of the City Council and expectation of Sappi.

The City Council is the hiring authority for the City as determined by City Code and State law. The City Council must act to appoint these individuals to complete the hiring process.

This appointment will result in a series of vacancies in the Department which will follow a similar posting and evaluation process per current policy and the labor agreement as applicable. Staff is bringing this recommendation forward now in hopes the Department can be fully staffed for the busy spring season.

Financial/Budget/Grant Considerations

This position is currently fully funded as part of the adopted 2021 operating budget.

Advisory Committee/Commission Action

- None

Supporting Documentation Attached

- None