



CITY OF CLOQUET

**City Council Agenda
Tuesday, August 3, 2021
6:00 p.m.**

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
 - a. Approval of August 3, 2021, Council Agenda
4. **Approval of Council Minutes**
 - a. Regular Council Minutes from the July 20, 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. 21-36, Authorizing the Payment of Bills and Payroll
 - b. Approval of On-Sale Liquor Sales at Northwoods Arena
 - c. Approval of Street Closure Request – Cloquet River Run
 - d. Approval of Street Closure Request – Young Life 5k
7. **Public Hearings**

None.
8. **Presentations**

None.



**CITY OF CLOQUET
City Council Agenda
Tuesday, August 3, 2021**

9. **Council Business**
 - a. Authorize Permanent Improvement Transfer of Funds
 - b. Approve Change Order No. 1 for 2021 Sewer Lining Project
 - c. Approve Minnesota Wilderness Revised Arena Lease Agreement
 - d. PLA Discussion
10. **Council Comments, Announcements, and Updates**
11. **Adjournment**

Via Teleconference
6:00 P.M. July 20, 2021

DRAFT

Regular Meeting

Roll Call

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

Councilors Absent: Jaakola

Pledge of Allegiance

AGENDA

MOTION: Councilor Lamb moved and Councilor Carlson seconded the motion to approve the July 20, 2021 agenda. The motion carried unanimously (6-0).

MINUTES

MOTION: Councilor Swanson moved and Councilor Carlson seconded the motion to approve the Regular Meeting minutes of July 6, 2021, as presented. The motion carried unanimously (6-0).

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

MOTION: Councilor Kolodge moved and Councilor Lamb seconded the motion to adopt the Consent Agenda of July 20, 2021, approving the necessary motions and resolutions. The motion carried unanimously (6-0).

- a. Resolution No. 21-35, Authorizing the Payment of Bills

PUBLIC HEARINGS

There were none.

PRESENTATIONS

There were none.

APPROVING LOCAL OPTION SALES TAX LAW

MOTION: Councilor Wilkinson moved and Councilor Carlson seconded the motion to approve **RESOLUTION NO. 21-34, APPROVING LAWS 2021, FROM THE 2021 FIRST SPECIAL SESSION, CHAPTER 14, ARTICLE 8, SECTION 4, REGARDING THE CITY OF CLOQUET'S REQUEST FOR LOCAL OPTION SALES TAX.** The motion carried unanimously (6-0).

WHEREAS, In 2021, First Special Session, Chapter 14, Article 8, Section 4, ("Special Law") allows the City of Cloquet to pursue a local option sales tax.

WHEREAS, the Special Law is effective upon approval by a majority vote of the City Council and filing a certificate with the Minnesota Secretary of State, all in accordance with Minnesota Statutes, Section 645.021, Sub. 2 and 3; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to approve the Special Law;

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

1. That the Special Law is hereby approved in all respects.
2. That the City Administrator is authorized and directed to file with the Secretary of State a certified copy of this resolution and the appropriate certificate in the form prescribed by the State Attorney General.
3. That City staff are authorized and directed to take all actions necessary to implement the Special Law and bring before this Council further proceedings as necessary in order to implement the Special Law.

AMERICAN RESCUE PLAN GRANT TO MINNESOTA WILDERNESS

MOTION: Councilor Kolodge moved and Councilor Lamb seconded the motion to approve a \$20,000 grant to the Minnesota Wilderness due to operating financial losses and ongoing rental payments. The motion carried unanimously (6-0).

ACCEPTANCE OF 2020 AUDIT RESULTS

MOTION: Councilor Swanson moved and Councilor Wilkinson seconded the motion to accept the 2020 audit results as prepared by WIFI LLP. The motion carried unanimously (6-0).

APPROVAL OF 2021 FUND BALANCE POLICY PLAN

MOTION: Councilor Lamb moved and Councilor Kolodge seconded the motion to approve the 2021 Fund Balance Policy Plan based on the 2020 audit financial statements. The motion carried unanimously (6-0).

AWARD CONTRACT FOR SCADA SYSTEM UPGRADES

MOTION: Councilor Swanson moved and Councilor Lamb seconded the motion to award a contract to Total Control Systems, Inc., for professional services and equipment supply for SCADA System upgrades. The motion carried unanimously (6-0).

PUBLIC WORKS APPOINTMENT – J. GIST

MOTION: Councilor Kolodge moved and Councilor Swanson seconded the motion to approve the probationary appointment of Joseph Gist to the position of Truck Driver/Utility Maintenance Person. The motion carried unanimously (6-0).

APPOINTMENT OF PATROL SERGEANTS

MOTION: Councilor Lamb moved and Councilor Wilkinson seconded the motion to approve the appointments of Nate Cook and Zack Sandstrom to the positions of Patrol Sergeant. The motion carried unanimously (6-0).

APPOINTMENT OF POLICE OFFICERS

MOTION: Councilor Lamb moved and Councilor Carlson seconded the motion to approve the probationary appointments of Ronald Timmons and Travis Magda's to the positions of police officer. The motion carried unanimously (6-0).

POLICE DEPARTMENT UPDATE

Chief Randall provided Council with a status update on the recommendations from the 2019 Police Department Study by Novak Consulting Group. Chief Randall gave updates in the areas of management and administration; patrol staffing and operations; and investigative staffing and operations.

PLA DISCUSSION

At the request of Councilor Carlson at the July 6, 2021 City Council meeting, Councilors discussed increasing the dollar amount on city projects from \$175,000 to \$500,000 due to rising construction costs. No action will be taken at this meeting.

Councilor Kolodge requested more discussion on a prevailing wage ordinance as well as "private" project language in the PLA, stating that very few jurisdictions have language for private projects. Kolodge agrees with an increase from \$175,000 but increase to \$1 million.

Mayor Maki supports the dollar amount increase as Carlson suggests.

Councilor Lamb agrees with Councilor Kolodge in addressing prevailing wage.

Councilor Swanson is in favor of an increase, but a smaller one.

Councilor Wilkinson is in favor of increasing the dollar amount but dependent on the project. She also agrees with further discussion on prevailing wage as well as private project language.

COUNCIL COMMENTS, ANNOUNCEMENTS AND UPDATES

Councilor Lamb acknowledged Ms. Klassen on her years of service and help with the CAFD. She also stated her concern with local hospitals sending patients to hospitals in the cities. This takes the CAFD ambulances out of community service when they transport to the cities.

Chief Randall stated the police department has added a social worker to their staff, indicating he made a positive impact almost immediately by responding to mental health calls with officers.

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: August 3, 2021

ITEM DESCRIPTION: Payment of Bills and Payroll

Proposed Action

Staff recommends the Council move to adopt **RESOLUTION NO. 21-36, A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND PAYROLL.**

Background/Overview

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

Policy Objectives

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

Financial/Budget/Grant Considerations

See resolution for amounts charged to each individual fund.

Advisory Committee/Commission Action

Not applicable.

Supporting Documents Attached

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

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

RESOLUTION NO. 21-36

A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND PAYROLL

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

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

101	General Fund	\$	666,495.78
202	Federal CDBG Loan (EDA)		
225	Permanent Improvement		451.00
231	Public Works Reserve		326.71
405	City Sales Tax Capital		2,032.50
600	Water - Lake Superior Waterline		60,092.36
601	Water - In Town		139,984.96
602	Sewer Fund		112,796.34
605	Stormwater		144,500.00
614	Cable TV		51.02
	TOTAL:	\$	<u>1,126,730.67</u>

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 3RD DAY OF AUGUST, 2021.**

ATTEST:

Roger Maki, Mayor

Tim Peterson, City Administrator

DATE: 07/27/2021
TIME: 15:40:49
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
113650	AMAZON.COM CREDIT	5,302.01	557.81
119700	ARROWHEAD CONCRETE WORKS, INC.	7,827.00	2,245.00
120100	ARROWHEAD LIBRARY SYSTEM	16.25	31.25
123400	BAKER & TAYLOR	9,233.18	3,006.73
125900	BEST SERVICE	284.29	33.49
127400	OSCAR J BOLDT CONSTRUCTION	124,293.97	78,264.00
128075	BRAUN INTERTEC CORP	2,080.00	2,032.50
133775	CARLTON COUNTY ECONOMIC	0.00	5,153.92
134100	CARLTON COUNTY HISTORICAL SOC.	0.00	800.00
134700	CARLTON COUNTY TREASURER	0.00	14.00
135000	CARLTON COUNTY AUDITOR	2,193.92	1,403.00
136850	CENTER POINT LARGE PRINT	926.94	132.42
137310	CENTURY LINK	4,637.55	250.51
139025	CINTAS	2,869.91	53.62
139800	CLOQUET AREA CHAMBER OF COMMER	40,833.55	7,082.25
142100	CLOQUET MAIL STATION	693.78	98.84
142800	CLOQUET SANITARY SERVICE	11,905.82	103.21
142950	CLOQUET SHAW MEMORIAL	119.15	22.35
145300	COMMUNITY PRINTING	3,442.00	157.50
147950	COUNTRY CREATIONS INC	0.00	2,125.00
149875	CYBRARIAN CORPORATION	0.00	949.95
150400	D E M C O	3,861.07	240.94
156500	DUCEY, PHYLLIS	0.00	800.00
161675	EMC NATIONAL LIFE	12,703.07	1,304.51
162640	ENVENTIS TELECOM INC	287.02	51.02
165475	THE FIG TREE LLC	0.00	3,353.39
169180	FORCE AMERICA DISTRIBUTING LLC	19.34	152.27
170975	FRIENDS OF THE CLOQUET LIBRARY	79.32	78.87
171100	FRYBERGER, BUCHANAN, SMITH &	111,866.20	18,048.75
171800	GALE/CENGAGE LEARNING	893.90	193.28
172250	KRISTA GARDNER	0.00	800.00
172300	GARTNER REFRIGERATION COMPANY	15,511.20	4,535.00
174300	GLORY SHINE JANITORIAL CLEAN	9,450.00	1,050.00
180500	HAWKINS INC	40,824.51	6,876.72
181300	HELSTROM, MARGI	0.00	800.00
183600	HORIZON COMMERCIAL POOL SUPPLY	0.00	299.04
184150	JLA INDUSTRIAL EQUIPMENT INC	433.10	509.30
184485	HUNT ELECTRIC	1,124.94	89.97
190410	JAAKOLA, JULIA	0.00	800.00
190580	JAKES COMPANIES LLC	0.00	10,264.80
197310	KRAFTHEFER, MATTHEW	0.00	800.00
204250	LIFTPRO	19.00	19.41
211400	MENARDS INC	2,466.40	225.79
211700	METRO SALES, INC.	5,727.36	416.46

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CITY OF CLOQUET
VENDOR SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
212400	MICHAUD DIST INC	137.50	16.50
212700	MID-STATE TRUCK SERVICE INC	6,284.12	407.71
224750	MN STATE TREASURER'S OFFICE	0.00	7.00
231650	NELSON, KRIS	0.00	800.00
234600	NORTHERN BUSINESS PRODUCTS	3,837.68	55.73
236100	NORTHLAND CONSTRUCTORS	110,063.51	334.53
236450	THE NORTHSPAN GROUP, INC.	4,970.00	75.00
239500	OLDENBURG ARTS AND CULTURAL	0.00	800.00
243000	PATROL PC - A DIVISION OF	5,089.90	326.71
244975	PINE KNOT LLC	53,185.50	800.00
247400	396-PRAXAIR DISTRIBUTION, INC.	7,744.36	266.39
248650	THE PROJECT CENTER	212.84	197.88
260300	CITY OF SCANLON	4,713.59	851.26
260950	SCHOLASTIC LIBRARY PUBLISHING	0.00	1.67
261800	SEH	33,224.80	16,368.60
264820	THE SMITH COMPANY INC	9,286.70	3,486.60
270200	SUPERIOR COMPUTER PRODUCTS INC	39,203.25	5,000.00
270350	SWAN, LINDSAY	0.00	800.00
271320	T MOBILE	8,136.10	1,162.40
271975	TEAMSTERS JOINT COUNCIL 32	292,874.01	45,054.00
278550	TWIN PORTS PAPER & SUPPLY, INC	569.20	104.40
278600	TWIN PORT MAILING	28,239.48	214.90
279100	U S BANK EQUIPMENT FINANCE	4,677.08	495.16
280400	ULLAND BROTHERS, INC.	7,493.24	325.74
280925	UNIQUE MANAGEMENT SERVICES	0.00	491.40
284875	VERIZON WIRELESS	3,969.30	245.07
286900	W L S S D	535,309.50	73,391.00
287800	WAL-MART COMMUNITY	719.88	127.16
287900	WAL-MART COMMUNITY	1,041.45	77.50
289015	WELLS FARGO CREDIT CARD	57,595.54	337.54
290300	WIDDES FEED & FARM SUPPLY	604.50	71.70
293800	ZIME, DEBRA	0.00	800.00
R0002076	BOOKPAGE	0.00	354.00
R0002077	GREYSTONE CONSTRUCTION COMPANY	0.00	144,500.00
R0002078	LAKE SUPERIOR ENERGY COMPANY	0.00	99.90
R0002079	MISSION CRITICAL CONCEPTS	0.00	895.00
R0002081	ERIC NORRIS	0.00	19.50
R0002082	FRANK CURTISS	0.00	100.00
R0002083	JENNIFER DUPUIS	0.00	99.99

TOTAL ALL VENDORS: 455,788.81

City of Cloquet
Vendor Summary Report Reconciliation
Invoices Due On/Before 8/3/2021

Bills	455,788.81
Less: CAFD	0.00
Less: Library	<u>(13,069.60)</u>
Bills approved	442,719.21
Other:	
Payroll	717,298.87
Payroll - benefits	<u>(33,287.51)</u>
Total Bills and Payroll Approved	<u><u>1,126,730.57</u></u>

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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00			
134700	CARLTON COUNTY TREASURER		14.00
161675	EMC NATIONAL LIFE	12,703.07	1,304.51
224750	MN STATE TREASURER'S OFFICE		7.00
271975	TEAMSTERS JOINT COUNCIL 32	292,874.01	31,983.00
			33,308.51
32	LICENSES & PERMITS		
260300	CITY OF SCANLON	4,713.59	851.26
	LICENSES & PERMITS		851.26
41	GENERAL GOVERNMENT		
135000	CARLTON COUNTY AUDITOR	2,193.92	400.00
142100	CLOQUET MAIL STATION	693.78	90.07
145300	COMMUNITY PRINTING	3,442.00	157.50
171100	FRYBERGER, BUCHANAN, SMITH &	111,866.20	16,398.40
212400	MICHAUD DIST INC	137.50	16.50
270200	SUPERIOR COMPUTER PRODUCTS INC	39,203.25	4,737.00
278600	TWIN PORT MAILING	28,239.48	83.58
279100	U S BANK EQUIPMENT FINANCE	4,677.08	200.48
284875	VERIZON WIRELESS	3,969.30	245.07
	GENERAL GOVERNMENT		22,328.60
42	PUBLIC SAFETY		
271320	T MOBILE	8,136.10	1,162.40
271975	TEAMSTERS JOINT COUNCIL 32	292,874.01	13,071.00
278600	TWIN PORT MAILING	28,239.48	23.88
279100	U S BANK EQUIPMENT FINANCE	4,677.08	188.40
287900	WAL-MART COMMUNITY	1,041.45	77.50
R0002079	MISSION CRITICAL CONCEPTS		895.00
	PUBLIC SAFETY		15,418.18
43	PUBLIC WORKS		

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CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
43	PUBLIC WORKS		
119700	ARROWHEAD CONCRETE WORKS, INC.	7,827.00	1,460.00
165475	THE FIG TREE LLC		3,353.39
169180	FORCE AMERICA DISTRIBUTING LLC	19.34	152.27
184150	JLA INDUSTRIAL EQUIPMENT INC	433.10	509.30
190580	JAKES COMPANIES LLC		10,264.80
204250	LIFTPRO	19.00	19.41
211400	MENARDS INC	2,466.40	52.83
212700	MID-STATE TRUCK SERVICE INC	6,284.12	407.71
236100	NORTHLAND CONSTRUCTORS	110,063.51	334.53
247400	396-PRAXAIR DISTRIBUTION, INC.	7,744.36	133.20
248650	THE PROJECT CENTER	212.84	197.88
264820	THE SMITH COMPANY INC	9,286.70	3,486.60
278600	TWIN PORT MAILING	28,239.48	23.88
280400	ULLAND BROTHERS, INC.	7,493.24	325.74
R0002078	LAKE SUPERIOR ENERGY COMPANY		99.90
	PUBLIC WORKS		20,821.44
45	CULTURE AND RECREATION		
125900	BEST SERVICE	284.29	33.49
137310	CENTURY LINK	4,637.55	184.47
147950	COUNTRY CREATIONS INC		2,125.00
180500	HAWKINS INC	40,824.51	504.82
183600	HORIZON COMMERCIAL POOL SUPPLY		299.04
211400	MENARDS INC	2,466.40	172.96
261800	SEH	33,224.80	16,170.00
290300	WIDDES FEED & FARM SUPPLY	604.50	71.70
R0002082	FRANK CURTISS		100.00
R0002083	JENNIFER DUPUIS		99.99
	CULTURE AND RECREATION		19,761.47
46	COMMUNITY DEVELOPMENT		
134100	CARLTON COUNTY HISTORICAL SOC.		800.00
139800	CLOQUET AREA CHAMBER OF COMMER	40,833.55	7,082.25
156500	DUCEY, PHYLLIS		800.00
172250	KRISTA GARDNER		800.00
181300	HELSTROM, MARGI		800.00
190410	JAAKOLA, JULIA		800.00
197310	KRAFTHEFER, MATTHEW		800.00

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CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 08/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
46	COMMUNITY DEVELOPMENT		
231650	NELSON, KRIS		800.00
236450	THE NORTHSPAN GROUP, INC.	4,970.00	75.00
239500	OLDENBURG ARTS AND CULTURAL		800.00
244975	PINE KNOT LLC	53,185.50	800.00
270350	SWAN, LINDSAY		800.00
278600	TWIN PORT MAILING	28,239.48	11.94
279100	U S BANK EQUIPMENT FINANCE	4,677.08	47.10
293800	ZIME, DEBRA		800.00
	COMMUNITY DEVELOPMENT		16,016.29
FEDERAL CDBG LOAN (EDA)			
46	COMMUNITY DEVELOPMENT		
133775	CARLTON COUNTY ECONOMIC		5,153.92
135000	CARLTON COUNTY AUDITOR	2,193.92	552.00
171100	FRYBERGER, BUCHANAN, SMITH &	111,866.20	1,650.35
	COMMUNITY DEVELOPMENT		7,356.27
LIBRARY FUND			
00			
142950	CLOQUET SHAW MEMORIAL	119.15	22.35
170975	FRIENDS OF THE CLOQUET LIBRARY	79.32	78.87
			101.22
45	CULTURE AND RECREATION		
113650	AMAZON.COM CREDIT	5,302.01	557.81
120100	ARROWHEAD LIBRARY SYSTEM	16.25	31.25
123400	BAKER & TAYLOR	9,233.18	3,006.73
136850	CENTER POINT LARGE PRINT	926.94	132.42
139025	CINTAS	2,869.91	53.62
142800	CLOQUET SANITARY SERVICE	11,905.82	103.21
149875	CYBRARIAN CORPORATION		949.95
150400	D E M C O	3,861.07	240.94
171800	GALE/CENGAGE LEARNING	893.90	193.28
172300	GARTNER REFRIGERATION COMPANY	15,511.20	4,535.00
174300	GLORY SHINE JANITORIAL CLEAN	9,450.00	1,050.00

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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 08/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
LIBRARY FUND			
45	CULTURE AND RECREATION		
184485	HUNT ELECTRIC	1,124.94	89.97
211700	METRO SALES, INC.	5,727.36	416.46
234600	NORTHERN BUSINESS PRODUCTS	3,837.68	55.73
260950	SCHOLASTIC LIBRARY PUBLISHING		1.67
270200	SUPERIOR COMPUTER PRODUCTS INC	39,203.25	263.00
278550	TWIN PORTS PAPER & SUPPLY, INC	569.20	104.40
280925	UNIQUE MANAGEMENT SERVICES		491.40
289015	WELLS FARGO CREDIT CARD	57,595.54	337.54
R0002076	BOOKPAGE		354.00
	CULTURE AND RECREATION		12,968.38
PERMANENT IMPROVEMENT			
36	MISCELLANEOUS REVENUE		
135000	CARLTON COUNTY AUDITOR	2,193.92	451.00
	MISCELLANEOUS REVENUE		451.00
PUBLIC WORKS RESERVE			
42	PUBLIC SAFETY		
243000	PATROL PC - A DIVISION OF	5,089.90	326.71
	PUBLIC SAFETY		326.71
CITY SALES TAX CAPITAL			
81	SPECIAL PROJECTS		
128075	BRAUN INTERTEC CORP	2,080.00	2,032.50
	SPECIAL PROJECTS		2,032.50
WATER - LAKE SUPERIOR WATERLIN			
50	STATION 1		
142100	CLOQUET MAIL STATION	693.78	8.77
	STATION 1		8.77

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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - LAKE SUPERIOR WATERLIN			
51	STATION 2		
137310	CENTURY LINK	4,637.55	66.04
180500	HAWKINS INC	40,824.51	1,555.56
261800	SEH	33,224.80	39.72
287800	WAL-MART COMMUNITY	719.88	21.98
	STATION 2		1,683.30
WATER - IN TOWN SYSTEM			
00			
R0002081	ERIC NORRIS		19.50
			19.50
49	CLOQUET		
119700	ARROWHEAD CONCRETE WORKS, INC.	7,827.00	785.00
127400	OSCAR J BOLDT CONSTRUCTION	124,293.97	78,264.00
180500	HAWKINS INC	40,824.51	4,816.34
247400	396-PRAXAIR DISTRIBUTION, INC.	7,744.36	79.92
261800	SEH	33,224.80	99.30
287800	WAL-MART COMMUNITY	719.88	105.18
	CLOQUET		84,149.74
54	BILLING & COLLECTION		
278600	TWIN PORT MAILING	28,239.48	23.88
279100	U S BANK EQUIPMENT FINANCE	4,677.08	59.18
	BILLING & COLLECTION		83.06
57	ADMINISTRATION & GENERAL		
278600	TWIN PORT MAILING	28,239.48	23.88
	ADMINISTRATION & GENERAL		23.88

ENTERPRISE FUND - SEWER

DATE: 07/27/21
TIME: 15:41:04
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 08/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE


ENTERPRISE FUND - SEWER			
55	SANITARY SEWER		
247400	396-PRAXAIR DISTRIBUTION, INC.	7,744.36	53.27
261800	SEH	33,224.80	59.58
286900	W L S S D	535,309.50	73,391.00
	SANITARY SEWER		73,503.85
57	ADMINISTRATION & GENERAL		
278600	TWIN PORT MAILING	28,239.48	23.86
	ADMINISTRATION & GENERAL		23.86
STORM WATER UTILITY			
59	OPERATIONS		
R0002077	GREYSTONE CONSTRUCTION COMPANY		144,500.00
	OPERATIONS		144,500.00
CABLE TELEVISION			
45	CULTURE AND RECREATION		
162640	ENVENTIS TELECOM INC	287.02	51.02
	CULTURE AND RECREATION		51.02
	TOTAL ALL DEPARTMENTS		455,788.81



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: Tim Peterson, City Administrator 
Date: August 3, 2021

ITEM DESCRIPTION: Cloquet Country Club Beer and On-Sale Liquor Sales at Northwoods Arena

Proposed Action

Staff recommends that the City Council move to authorize the extension of the Cloquet Country Club's On-Sale Intoxicating Liquor License to allow for the sale of beer and limited selection of hard alcohol products at the Northwoods Arena during the home games of the MN Wilderness' 2021-2022 season with the following conditions:

- Sales be limited to the specific dates and times associated with the team's 2021-2022 home schedule as provided to the City.
- Sales be restricted to the interior of the Northwoods Arena with no consumption allowed either outside the building or in locker room areas.
- No sales shall take place in the building when youth amateur events are held within that building.
- A certificate of insurance covering the facility and including the City as an additional insured.
- The Club and/or licensee provide sufficient security personnel at all times when alcohol is sold to ensure the enforcement of all rules, regulations, and laws related to the sale and consumption of alcohol.

Background/Overview

The MN Wilderness team is part of the North American Hockey League (NAHL) that has been based in Cloquet since 2012. The team has been permitted to sell during its home games through the extension of the Cloquet Country Club's On-Sale Intoxicating Liquor License for the past five seasons. Prior to that, they used an extension of the Lumberjack Lounge's liquor license for two seasons.

Under Minnesota Statutes 340A.404, Subdivision 4, the governing body of a municipality may authorize a holder of a retail On-Sale Intoxicating Liquor License issued by the municipality to dispense intoxicating liquor at any convention, banquet, conference, meeting, or social affair conducted on the premises of a sports, convention, or cultural facility owned by the municipality. Both the City Attorney and State of Minnesota have confirmed that CARC qualifies for sales under this section of State law.

To the Mayor and Council
Cloquet Country Club Beer & On-Sale
Liquor Sales at Northwoods Arena
August 3, 2021
Page 2

Key Issues

The City has no specific requirements under City Code related to this request. As a result, it must refer to Minnesota Statute and certain aspects of its other licensing requirements to identify the key issues:

- **Authorization Term** - Authorization must be approved for a holder of an On-Sale Intoxicating Liquor license issued by the municipality and should run concurrently with the provider's existing license. Cloquet's liquor license period is July 1st - June 30th.
- **Insurance** - The licensee should provide a certificate of insurance providing evidence of coverage at Northwoods Arena and further identify the City as an additional insured.
- **Security** - The team has indicated it will provide up to 5-6 of its own security as it has done during past seasons.
- **Service Area** - Sales will be restricted to the arena. No consumption can take place outside the arena or in locker room areas. The City should identify this as part of the license.
- **Minors/Youth Hockey** - Under Statute, the licensee may not dispense intoxicating liquor to any person attending or participating in a youth amateur event (for persons 18 years of age or younger) held on the premises. Junior A level hockey is not considered an amateur event under this definition. The Club has identified other restrictions to manage this aspect.
- **Dates of Sales** - The license extension will be restricted to the home games identified on the attached schedule. Additional dates may be requested for specific events as they are identified and will require City Council approval.
- **Storage** - The team has a keyed secure storage area, "Ice Hockey Factory", that it controls. Any excess alcohol will be stored in this area between games. The team has indicated storage will be limited depending on the frequency of games.

Policy Objectives

M.S. 340A.404, Subd. 4, specifically addresses this request. City Code, Section 6.2 also addresses the licensing of alcohol within City limits.

Financial/Budget/Grant Considerations

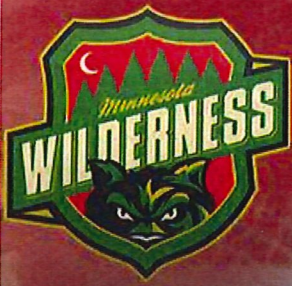
There are no direct financial impacts to the City related to this application. Only in the case that the Council agreed to provide security in the form of police officers and not charge a fee, would there be any direct cost to the City.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- None.



MINNESOTA WILDERNESS

JUNIOR HOCKEY TEAM

Dear Cloquet City Council and Honorable Mayor Maki,

The Minnesota Wilderness and The Cloquet Country Club would like too formally request that you grant us permission to sell Alcohol by utilizing the Cloquet Country Clubs Liquor License at the MN Wilderness home Hockey games for the 2021-22 season. For the past 8 seasons we have sold alcohol and have not had any problems or liquor claims. Below are the dates of our home schedule for the 2021-22 season. Thank you for your careful consideration of our request.

September 10, 24,25

October 1, 2,16,22,23

November 5,20,24,27

December 10,17,18,19,31

January 1,8,14,21,29

February 12,26,

March 25,26,31

April 1,16

May TBD Playoffs

Sincerely

Dave Boitz

MN Wilderness



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: Caleb Peterson, Public Works Director *CP*
Date: August 3, 2021

ITEM DESCRIPTION: Cloquet River Run 5k Walk/Run Street Closure Request

Proposed Action

Staff recommends that the City Council move to approve the request to close residential area streets around Churchill Elementary School and portions of Hwy 33 to the River Trail and through Dunlap Island for the October 2nd Cloquet River Run.

Background/Overview

The City has received a street closure request from the Cloquet River Run Committee for the closure of portions of residential streets surrounding Churchill Elementary School for the 1-mile route and sections of the 5k route along Arthur Street, Hwy 33, through the campground and Dunlap Island, for the 14th annual Cloquet River Run on Saturday, October 2, 2021. The 1-mile race begins at 9:00 a.m. with the 5k race following at 9:30 a.m. The closure request is for 8:00 a.m. to 11:00 a.m., allowing for race participants to walk/run the race route safely.

Policy Objectives

N/A

Financial/Budget/Grant Considerations

N/A

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Street Closure Application
- 1 mile and 5k route maps

Save The Date!



5K & 1 mile Run/Walk
Saturday, October 2nd

Information & Registration

www.CloquetRiverRun.com

Events hosted by:

Churchill Elementary School

Partners in Education (PIE)

& Staff

Friday, Oct 1st

At Churchill School

- **Pre-registration & Packet Pickup 5-7 PM**

Saturday, Oct 2nd

At Churchill School

- **Registration, 8-8:45 am**
- **1 Mile Run/Walk, 9am**
- **5K Run/Walk, 9:30 am**
- **Free Kids Races to Follow**



STREET CLOSURE APPLICATION

(Application must be submitted at least 30 days prior to the date of street closing)

Applicant Information			
Name:	Kim Frye		
Address:	Cloquet, MN 55720		
Phone:			
email:	frye.kim.a@gmail.com		
Street Closure / Event Details			
Street Name:	515 Granite Street, Churchill Elementary School		
Between:	Arthur & Jefferson St/Ridgewood Dr	and	Slate, Monroe, Granite, Woodside, Jasper, Dale
Attach a detailed map or drawing of route if event includes multiple street or intersection closures			
Date of Event:	October 2nd 2021, Saturday		
Start time of closure:	8:00am	End time of closure:	11:00am
Event:	Cloquet River Run 2021		
Describe Event in Detail:			
<p>Cloquet River Run is in it's 13th annual year. The race/event starts and finishes at Churchill Elementary School. It includes a 1 mile in the residential area of Sunnyside and a 5k starting on Arthur heading towards HWY 33, to river trail, around the campground, Dunlap Island and back to the school. It is a fundraiser for the Elementary and community.</p>			
Estimated Attendance:	Approximately 500 runners not including staff/spectators.		
Second Contact Person			
Name:	Heidi Berg		
Phone:		email:	
Other Information (if applicable)			
Will alcohol be served?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, additional liquor license is required)		
Will there be music?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please explain)		
	Music will be at start and finish of race by the school's main entrance.		
Will there be food ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please explain)		
	Snacks will be available for runners: granola bars, bananas, and water.		
Who will clean up and remove trash?	Staff/Volunteers will clean up as it is all on the school grounds.		
Other Information: Check out: cloquetriverrun.com			
Signature of Applicant:			Date: June 21, 2021

Public Works	Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Signature:		Date:

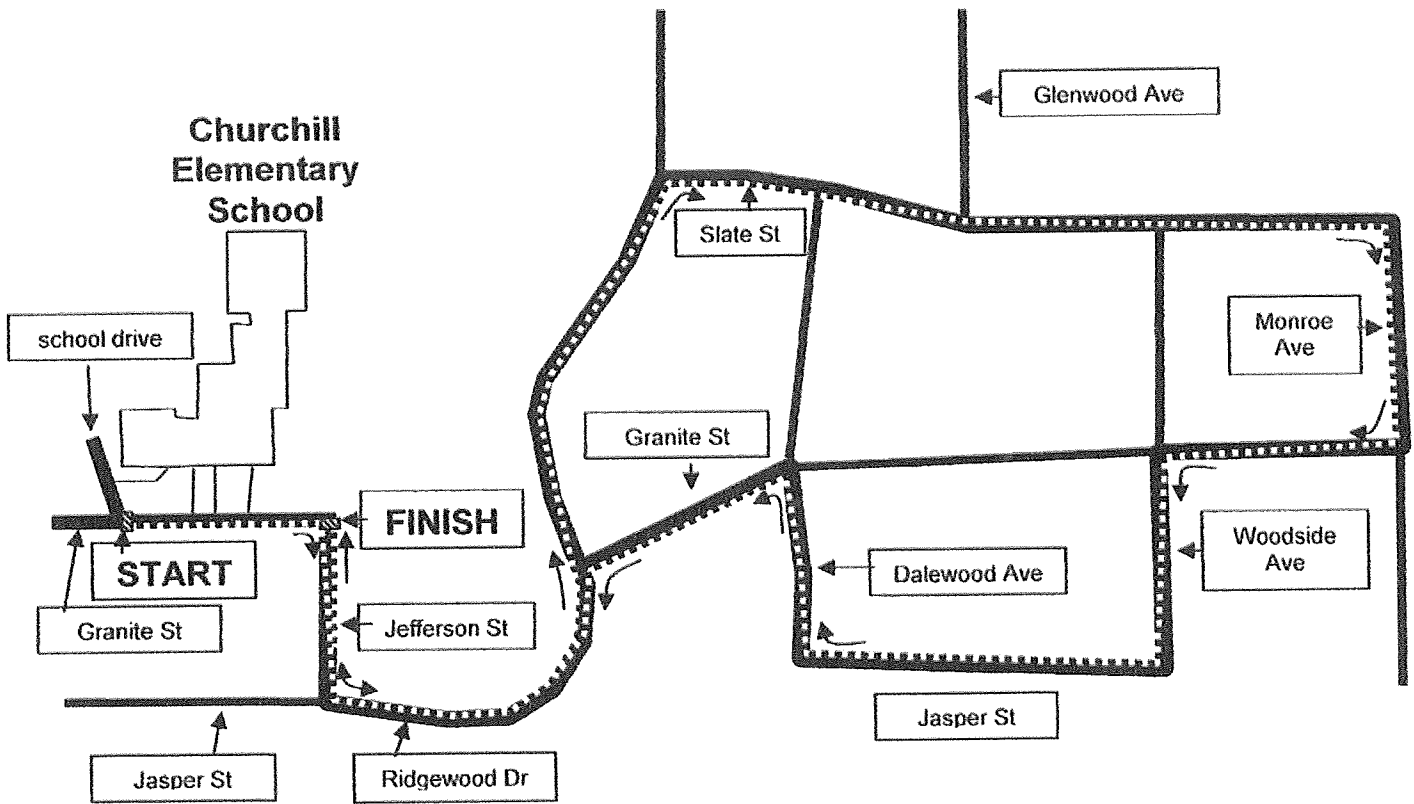
Copy Distribution:	<input type="checkbox"/> Applicant	<input type="checkbox"/> Police	<input type="checkbox"/> CAFD
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CLOQUET RIVER RUN

1 MILE

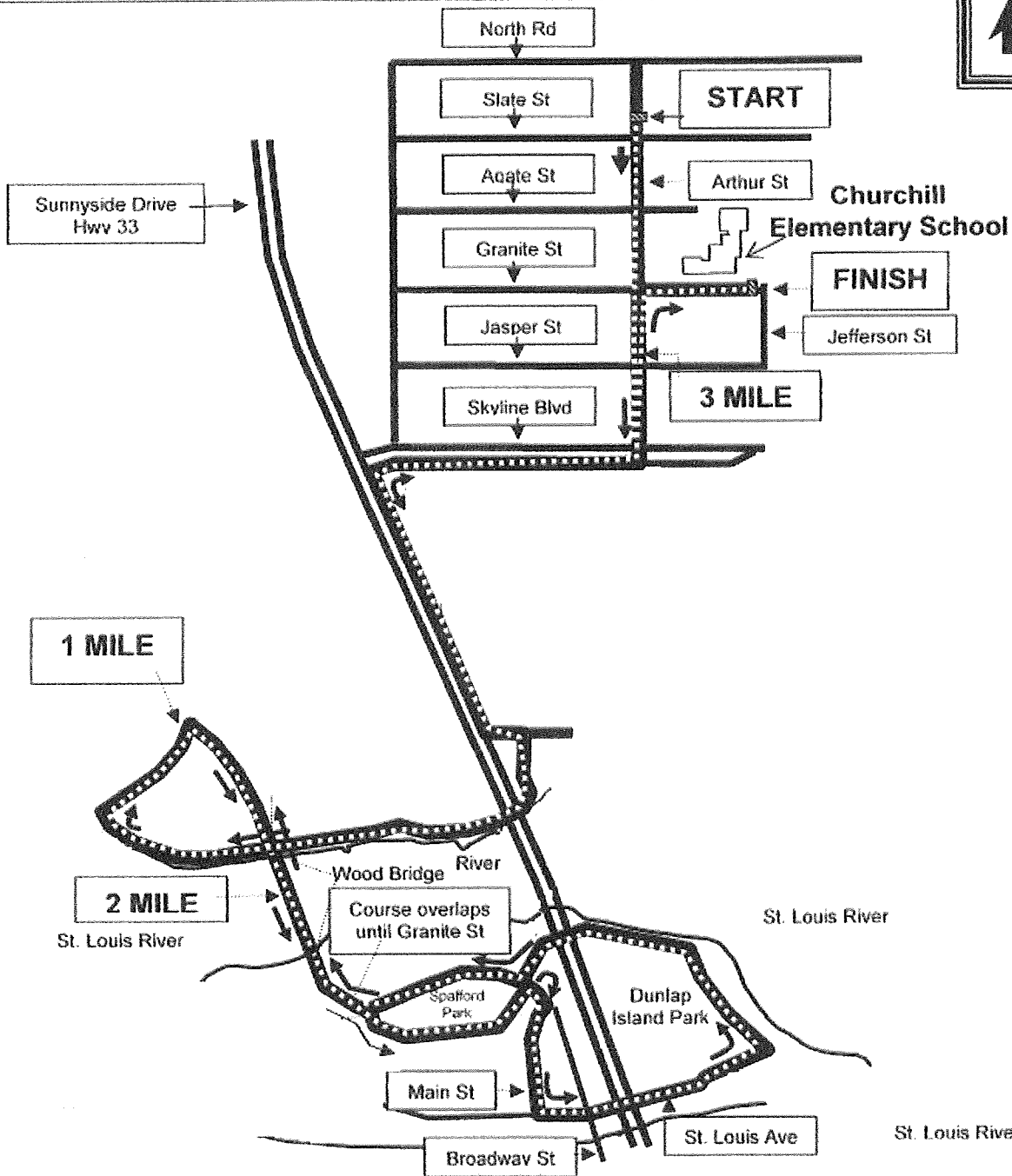
Cloquet, Minnesota

MN 11659 RR



CLOQUET RIVER RUN 5K

Cloquet, Minnesota
MN 11000 RR





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: Caleb Peterson, Public Works Director CP
Date: August 3, 2021

ITEM DESCRIPTION: Young Life 5k Street Closure Request

Proposed Action

Staff recommends that the City Council move to approve the request to close sections of Tall Pine Lane, 15th Street and Maplewood Avenue for the 6th annual Young Life 5k on August 28, 2021.

Background/Overview

The City has received a street closure request from the Young Life 5k race committee requesting closure of sections of the race route along Tall Pine Lake, 15th Street and Maplewood Avenue. The race begins and ends at Journey Church where runners will remain on the sidewalk along Washington Avenue. The closure request is for 8:45 a.m. to 10:30 a.m., allowing time to set up and take down cones along the race route.

Policy Objectives

N/A

Financial/Budget/Grant Considerations

N/A

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Street Closure Application
- Route Map

STREET CLOSURE APPLICATION

(Application must be submitted at least 30 days prior to the date of street closing)

Applicant Information

Name:	Haley Ege - Cloquet Young Life 5K director		
Address:	ESKO, MN 55733		
Phone:			
email:			

Street Closure / Event Details

Street Name:	Washington, Tall Pine, 15 th St, 16 th St, Maplewood		
Between:	See below	and	

Attach a detailed map or drawing of route if event includes multiple street or intersection closures

Date of Event:	August 28 th 2021		
Start time of closure:	8:45	End time of closure:	10:30
Event:	Young Life 5K		
Describe Event in Detail:	This is a 5K fundraiser for local youth of Cloquet. This is the 6 th year. The race begins at the Journey Church, goes to 2809 Washington Ave, turns right on 2101 Tall Pine LN, goes to 1401 15 th St, then 1501 16 th St, then to 1705 Maplewood Ave. & finally ends at 1400 Washington Ave.		
Estimated Attendance:	100		

Second Contact Person

Name:	Brian Points		
Phone:		email:	younglife.points@gmail.com

Other Information (if applicable)

Will alcohol be served?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (If yes, additional liquor license is required)
Will there be music?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No (If yes, please explain) A small speaker playing Christian music at the church
Will there be food?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No (If yes, please explain) bananas, water & perhaps chips. There will be snacks
Who will clean up and remove trash?	The volunteers.	

Other information: The only part we need the road for is the race, which will have volunteers directing runners & cleaning. They will have cones set up.

Signature of Applicant:	Date:
Haley Ege	7/21/21

Public Works	Approved:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Signature:				Date:

Copy Distribution:	<input type="checkbox"/> Applicant	<input type="checkbox"/> Police	<input type="checkbox"/> CAFD
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Return to: City Administrator's Office, 1307 Cloquet Avenue, Cloquet MN 55720 (ph: 218-879-3347)

Washington Ave, Cloquet, MN 557

Washington Ave, Cloquet, MN 55720

Tall Pine Ln, Cloquet, MN 55720

15th St, Cloquet, MN 55720

16th St, Cloquet, MN 55720

Maplewood Ave, Cloquet, MN 557

Washington Ave, Cloquet, MN 557

Estimation

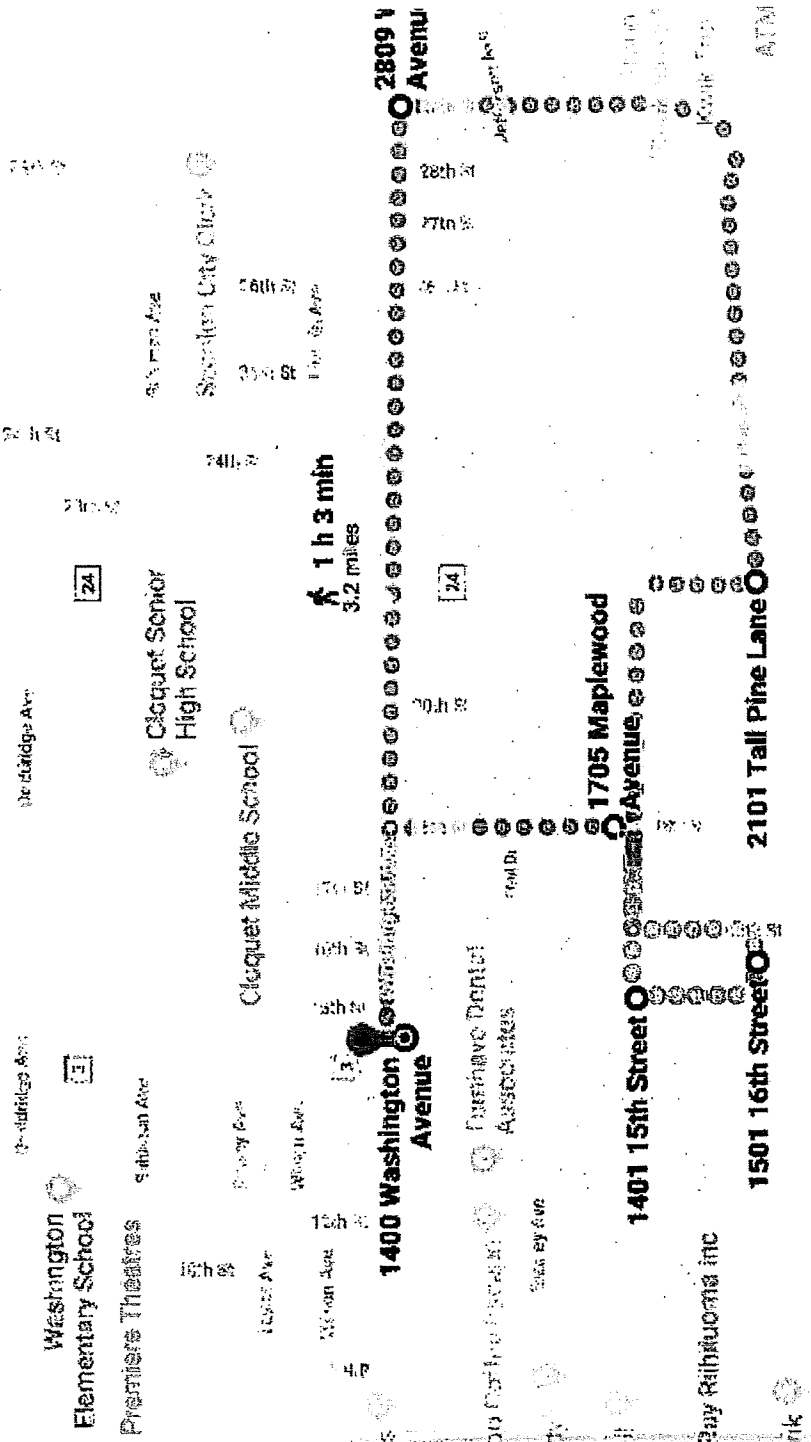
OPTIONS

Directions to your phone

Washington Ave

1 h 3 min

3.2 miles



45

45

45

45





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: Nancy Klassen, Finance Director *NJK*
Reviewed by: Tim Peterson, City Administrator *TCP*
Date: July 27, 2021

ITEM DESCRIPTION: Permanent Improvement Transfer

Staff Recommendation

Staff recommends the Council authorize the General Fund to transfer \$435,000 to the Permanent Improvement Fund for the negative cash balance ending July 2021.

Background

In 2017, the City spent more for overlays than the Permanent Improvement Fund had accumulated in cash. Also, the City stopped levying for the Permanent Improvement Fund in 2019. The transfer was recommended by the City Administrator at the July 20, 2021, during the Fund Balance Policy Plan discussion.

Policy Objectives

Fund past project costs.

Financial Impacts

The transfer of \$435,000 will bring the cash balance of the Permanent Improvement Fund back into a positive position. The General Funds fund balance reserve will be 46% based on the 2020 audit after the transfer. The Office of the State Auditor and the City's Fund Balance Policy recommends 35% to 50% of revenues.

Advisory Committee/Commission Action

Not applicable.

Supporting Documents Attached

None



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: City Council
From: John Anderson, Assistant City Engineer
Reviewed By: Tim Peterson, City Administrator *TCP*
Date: August 3, 2021

ITEM DESCRIPTION: Change Order No. 1 to City Contract 1096, 2021 Sewer Lining Project

Proposed Action

Staff recommends that the City Council move to approve change order No. 1 to city contract 1096, 2021 sewer lining project.

Background/Overview

On March 2, 2021 the City Council awarded the 2021 Sewer Lining Project contract to Insituform Technologies USA, LLC with the low bid of \$133,433.50. Following preparation of plans and bidding the project, City Utility crews responded to a mainline sewer backup call on Selmser Avenue between 17th and 18th Street. During the course of investigating the backup, it was discovered that this line had a collapsed segment, a number of protruding service taps and another section of missing pipe. The collapsed section was repaired by our staff. Since we have a sewer lining contract open, we have an opportunity to add some additional work to the existing contract at competitive bid prices. We have discussed adding this work to the contract at the bid price and the contractor has accepted. Staff is recommending adding this lining work to the contract to avoid future sewer back up on this line.

Policy Objectives

The project's objectives are to reduce I&I into the sanitary sewer system. With less I&I the operational costs to provide sanitary sewer service to our residents are reduced as our billing from WLSSD are decreased. Additionally, another objective is to provide a system that requires less cleaning maintenance as root intrusion into a lined pipe is substantially reduced.

Financial/Budget/Grant Considerations

The engineers estimate for this project is \$155,879.00 The contract with Insituform Technologies USA, LLC, including the base bid and alternate A, totals \$133,433.50. The change order includes \$8,659.50 of additional work for a revised contract amount of \$142,093.00. The 2021 budget includes \$180,000 from the sewer utility to fund this work.

Advisory Committee/Commission Action

N/A.

Supporting Documents Attached

- Change Order No. 1

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

SAP n/a	Minn. Proj. No. n/a	CO No. 01
Project Location City of Cloquet Various locations		
Local Agency City of Cloquet	Local Project No. 1096	
Contractor Insituform Technologies USA LLC	Contract No. 1096	
Address/City/State/Zip 1140 Bunker Lake Blvd NW Anoka, MN 55303		
Total Change Order Amount \$ 8,659.50 increase		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions:

Additional two segments of sewer lining identified as
02-066 to 02-061 - 113 LF
02-067 to 02-066 - 175 LF

**Group/ Funding Category	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Alt A	Inspection, Cleaning & Preperation of Sewer	LF	2.50	283.00	\$ 707.50
Alt A	Installation of 8" diameter CIPP	LF	24.20	283.00	\$ 6,848.60
Alt A	Milling of Intruding Taps	Each	310.80	2.00	\$ 621.60
Alt A	Building Service Reinstatement	Each	80.30	6.00	\$ 481.80

***Group/Funding category is required for Federal Aid projects*

Approved by Project Engineer: _____ Date: _____

Print Name: John Anderson Phone: 218-879-6758

Approved by Contractor:  Date: 7/26/2021

Print Name: Dan Gotz Phone: 612-225-0040

Distribution: Project Engineer (Original), Contractor (copy), DSAE (copy for funding review)

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: Federal Funding State Aid Funding Local funds

District State Aid Engineer: _____ 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

To: Mayor and City Council
From: Tim Peterson, City Administrator *TEP*
Date: August 3, 2021

ITEM DESCRIPTION: Arena Lease Agreement

Proposed Action

Staff recommends that the City Council move to approve the revised Arena Lease Agreement between the City of Cloquet and Minnesota Wilderness.

Background/Overview

The City, Minnesota Wilderness, School District and Hockey Association (CAHA) have operated and utilized a skating rink and arena cooperatively since at least 1975. The Agreement has been amended and revised numerous times since 1975 and details the various financial usage and other obligations of these parties. The most current lease expired on June 30, 2021.

The attached Agreement has already been approved by the Minnesota Wilderness. There are no other proposed changes to the Agreement at this time.

Financial/Budget/Grant Considerations

None to the City of Cloquet.

Advisory Committee/Commission Action

None

Supporting Documentation

- Arena Lease Agreement

Arena Lease Agreement

Agreement, made and entered into this ____th day of _____, 2021, by and between the City of Cloquet, a political subdivision of the State of Minnesota, herein called "City," and the Minnesota Wilderness, herein called "Wilderness."

RECITALS

1. The City is the owner of certain real property located in Cloquet, Carlton County, Minnesota, and as described as follows, to-wit:
Southwest Quarter of the Southeast Quarter of the Southwest Quarter (sw ¼ of se ¼ of sw ¼), Section Twenty-three (23), Township Forty-nine (49), Range Seventeen (17), West.
2. The City has requested that a new lease agreement by and between the parties be entered into which agreement would continue to provide revenue to the City to permit the necessary operation, improvements, and updating of the existing facility so as to permit a continued quality arena facility.
3. That the parties hereto have agreed that the City, in order to operate the facilities for the general public for the citizens of Cloquet and for the Cloquet Area School District for recreation programs, school programs, Cloquet Area Hockey Association programs, open skating programs, Wilderness team and for other uses for the general public and the citizens of Cloquet, must receive additional rentals to enable them to meet their requirements for operation and improvement and maintenance of the present facility.
4. That the parties hereto have agreed that said repairs to the premises, updating of the facilities and the general usability for handicapped people in order to meet State and Federal guidelines will continue and to do so parties will enter into a new hockey lease agreement.
5. The City has constructed on the above-described real property an ice arena.
6. The parties hereto are desirous of obtaining maximum usage of the above-described real property and the ice arena located thereon by their respective residents and/or members and, in particular, are desirous of maintaining and improving the existing structure.
7. That the parties hereto have agreed that the financial contributions of the City for a community recreation program for City and general public uses and the lease agreement for the Wilderness will be entered into in order to allow the City to undertake the projects necessary to meet State guidelines for such a structure and to finance the necessary obligations for the daily operations of the structure.
8. The parties hereto desire to enter into a lease agreement to insure the foregoing.

TERMS OF AGREEMENT

1. Subject Property. The property being subject of this Agreement is the following described property and the ice arena located therein in Cloquet, Carlton County, Minnesota, to-wit:
Southwest Quarter of the Southeast Quarter of the Southwest Quarter (sw ¼ of se ¼ of sw ¼), Section Twenty-three (23), Township Forty-nine (49), Range Seventeen (17), West.
2. Term. **The term of this lease shall be a period of three (3) years commencing July 1, 2021, and terminating June 30, 2024.**
 - a. This lease, on its effective date, supersedes and cancels any existing leases and/or extensions.
 - b. This lease will automatically renew each year unless either party provides written notice of its intent to terminate this agreement at least 30 days prior to a new lease year beginning (June 1, 2022 or June 1, 2023).
 - c. If arena is unable to be used or occupied during normal operating times for a period longer than 30 continuous days, both parties agree to open lease negotiations.

3. Financial Contribution of the Wilderness. Contributions of the Wilderness upon execution hereof shall be made in accordance with the following schedule:

Hockey Lease – (Three Years)

June 1, 2021	\$ 35,000
June 1, 2022	\$ 36,000
June 1, 2023	\$ 37,000

4. Use of Payments. The parties hereto agree that the sums to be paid to the City hereunder shall be used as per paragraph seven (7) of the recitals, and shall further be used for the operational and maintenance expenses of said facility during the term of this agreement.
5. Use of Facility by Wilderness. The use of the above-described facility shall be made available to the Wilderness annually during the hockey season as defined by the North American Hockey League. The programs for which said facility may be used shall include, but not be limited to, the following:
- a. Wilderness Hockey Program:
 - i. 180-200 hours of practice time per season between the hours of 8:00 am and 2:45 pm Monday – Friday. Beginning last week of August and ending after the season completion in early May dependent on playoff status.
 - ii. 28 regular season home games between Sept. through early May each year. Wilderness will work in conjunction with the City or its assignee to minimize any scheduling conflicts. Use of Community Room included.
 - iii. Year round use of the training room. Wilderness agrees to maintain and furnish all required training equipment. Scheduling of use of training room by other parties will be done through the Wilderness. Only high school or older aged users are allowed.
 - iv. Wilderness pre-draft camp final main camp between mid-May and Late June of each year. 80-120 players from both the U.S and overseas participate in these camps.
 - v. Dedicated Locker Room for the Wilderness Team and visiting team.
 - vi. Community/Party Room to be used for meeting purposes and key sponsorship personnel during home games.
 - vii. Allowed to sell some food products (Outside BBQ, maybe pizza etc.) during Wilderness games.
 - viii. Allowed to sell alcohol during Wilderness games.
 - b. The facility shall further be made available to the Wilderness for such other programs, at times and dates to be scheduled jointly with the City or its assignee.
6. Combined Use of Facility By Cloquet Area Hockey Association, Wilderness Hockey, Cloquet School District and City. The use of the above-described facility shall be made available during the ice season for the implementation of existing youth hockey programs, school district hockey programs, Wilderness hockey program as well as programs which may be developed. The times and dates thereof shall be scheduled by the City or its assignee.
7. Obligations of the City. The City, or its assignee shall, during the term of this Agreement, provide the following:
- a. The care and maintenance of the ice in said facility during each calendar year.
 - b. The necessary equipment for the care and maintenance of ice during the calendar year.
 - c. Custodial services for the entire building during the term of this Agreement.
 - d. High Speed Internet meeting the NAHL requirement for Hockey TV broadcast of each game.
 - e. Sound System and PA system kept in good working order.
 - f. Maintenance of the facility and equipment except the equipment described in 5(a)(iii).
 - g. All utilities during the term of this Agreement.
 - h. Insurance on said facility as below set forth.

8. Additional Responsibilities of Wilderness. During games played pursuant to its Wilderness Hockey Schedule, the Wilderness agrees to provide the following:
- a. Box Workers.
 - b. Clock Operator.
 - c. Official Scorer.
 - d. Announcer.
 - e. Light Show Operator.
 - f. Bartenders.
 - g. Apparel Sales Person.
 - h. Ticket Taker.
 - i. Security Personnel.
 - j. Liability insurance coverage for spectators and non-participants. This coverage may be limited to provide protection to the Wilderness against claims or suits arising out of personal injury to any spectator or non-participant in Wilderness games, in an amount not less than \$2,000,000 per occurrence with the City named as an additional insured.
 - k. Liquor license and liquor liability insurance in the minimum amount of \$1,000,000 per occurrence with the City named as an additional insured.
9. Concessions. It is understood by the parties that the concessions within said facility shall, during the terms of this agreement, be operated by the City or its assignee except as provided in 5(a)(vii)(viii).
10. Advertising. Wilderness will continue to manage the advertising media and sponsorships within the facility. This includes but not limited to: dasher boards, ice logos, banners & rink signage.
11. Management of Facility. The facility described herein shall be subject to the supervision of the City or its assignee.
- a. Day-to-day management and control of the facility shall be vested in the City or its assignee
12. Insurance-City. The City agrees that, during the term of this Agreement, it will carry liability insurance with an approved insurance company of the League of Minnesota Cities Insurance Trust (LMCIT) in amounts not less than those specified in Minnesota Statutes, Chapter 466 and casualty insurance with an approved insurance company or LMCIT in such amounts as will cover the replacement value of the facility and related equipment. The Wilderness shall be named an additional insured on the City's liability coverage. The insurance shall not be canceled without consent of the Wilderness and the City. Such insurance shall specifically include the coverage of the structures, contents, and the liquid Freon ice plant, it being the intention of the parties hereto that the payment obligations hereunder shall be contingent upon the continuing availability of ice.
13. Liability and Indemnification. The parties agree that they will, subject to any indemnification provisions provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. To the fullest extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of a party's negligence or a party's failure to perform its obligations under this Lease. The parties agree their indemnity obligation shall survive the completion or termination of this Lease.
14. Limitation of Liability. It is agreed by the parties hereto that the obligations of the City with regard to the described facility shall be limited as set forth herein, and under M.S.A. 466.01 et al, except as may be otherwise agreed upon in writing by the parties hereto.
15. Locker Room. The City or its assignee shall provide appropriate maintenance and adequate locker room space for the Wilderness during the term of this agreement. Damages beyond normal wear and tear caused by the Wilderness shall be repaired by the Wilderness' at it's expense. The "Tobacco Free" Policy shall also be enforced.
16. Assignment. It is mutually agreed that all the terms and conditions of the Agreement shall extend, apply to and bind the successors and assigns of the respective parties hereto as fully as the respective parties are

themselves bound, but this provision shall not authorize the assignment or subletting of this Agreement without the written consent of all of the parties hereto.

17. Contractual Review. Prior to the start of the Wilderness season, a joint meeting with the City or its assignee will be conducted to review all areas related to this Agreement.

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, set their hands and seals the day and year first above written.

CITY OF CLOQUET

By: _____
Its Mayor

By: _____
Its City Administrator

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, set their hands and seals the day and year first above written.

Minnesota Wilderness

By: _____
Its Owner

By: _____
Its Owner

Section 9.2: Project Labor Agreements

9.2.01 Policy. The City desires to advance or preserve its own proprietary interest in a Project where it acts as an owner, investor or developer. That interest is best served when construction of Covered Projects proceed in a timely, cost-effective manner with the highest degree of quality and with minimal delays and disruptions. City contracts should be performed with the highest degree of safety for workers and the public, and in a manner, that provides meaningful training and employment opportunities for residents. Throughout the state and country, public and private construction owners regularly utilize and require project labor agreements for billions of dollars' worth of construction each year. Project labor agreements that establish uniform terms and conditions of employment for the contractors and other parties working on a project have been shown to provide an effective mechanism for construction management because they allow project owners to:

- (1) Predict their labor costs and requirements, and, therefore, more accurately estimate actual total project costs;
- (2) Promote cost-efficient, timely and safe construction project delivery, by providing access to a reliable supply of properly trained and skilled construction craft personnel for all aspects of the project;
- (3) Assure greater productivity and workmanship quality from construction craft personnel, thereby yielding high quality, cost-efficient projects, while also reducing maintenance and repair costs over the life of the project;
- (4) Integrate work schedules and standardize work rules for the project to provide a well-coordinated, efficiently functioning construction worksite that will minimize delays, promote quality, and maintain project safety; and
- (5) Assure that construction will proceed without interruption from staffing shortages, high employee turnover, safety incidents, and labor disputes by providing reliable project staffing, contractual guarantees against work stoppages and mutually binding procedures for resolving disputes.

9.2.02 Project Labor Agreement Required. A project labor agreement, will be substantially in the form adopted by resolution of the Council from time to time and will be kept by the city administrator as a public document. It shall be required to be used on any Covered Project, as Covered Project is defined below, which involves a project with a total City investment of \$175,000 or more. Any project labor agreement entered into by the City shall be made binding on all contractors and subcontractors working on the Covered Project. The City shall implement the project labor agreement by requiring adherence to the agreement in the bid specifications in all relevant bid documents. No contractor shall be required to be or become a party to a collective bargaining agreement on any other construction project in order to qualify to work under a project labor agreement implemented for a particular city project.

Project Defined. "Project" shall mean the erection, destruction, demolition, painting, remodeling or repairing of any building, highway, sidewalk, bridge, water or gas line, sewer and sewage treatment facility or other similar work.

Covered Project Defined. "Covered Project" means that the City has a contract for construction services on a Project owned by the City with a total Project cost of \$175,000 or more, or the City has a proprietary interest because one or more of the following conditions are met:

- (1) The City makes a payment or grant of \$175,000 or more to assist the development of a Project.
- (2) The City guarantees loan payments, lease payments or contract for deed payments of \$175,000 or more to assist the development of a Project.
- (3) The City receives ongoing revenue from a Project to repay loans provided by the City to assist the development of said Project, including incremental tax revenues generated by the Project and used directly or indirectly, to repay the loan by the City where the proceeds of the loan are used for development of that Project and the amount of the loan is \$175,000 or more.

- (4) The City receives ongoing revenue from a Project to pay debt service on bonds provided by the City to assist in the development of said Project, including incremental tax revenues generated by the Project and used, directly or indirectly, to pay debt service on bonds by the City where the proceeds of the bonds issued are used for development of the Project and the amount of the bonds are \$175,000 or more.
- (5) That the City otherwise has assets at risk equal to or in excess of \$175,000 because it has agreed to underwrite or guarantee the development of a project.

PROJECT LABOR AGREEMENT [PUBLIC SECTOR]

ARTICLE I PURPOSE

This Agreement is entered into this _____ day of _____, 201_ by and by and between _____, its successors or assigns (hereinafter "Project Contractor"), _____ (hereinafter "Owner") and the Duluth Building and Construction Trade Council, on behalf of its affiliated local unions, acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Union or Unions", with respect to the construction of the _____ [name of Project], hereinafter "Project".

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to _____ [name of Project Contractor] alone is intended, the term "Project Contractor" is used.

The parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to establish a framework for labor-management cooperation and stability. The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II
SCOPE OF AGREEMENT

Section 1. This Project Labor Agreement shall apply and is limited to all construction work included in all bid categories for the Project under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: [list all aspects of the construction work involved.]

Section 2. It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Project Labor Agreement by executing this Agreement prior to commencing work. This Project Labor Agreement is a material term of the bid specifications for the Project and therefore, regardless of whether a contractor executes this Agreement, by virtue of the owner and/or Project Contractor accepting the bid offer of the Contractor, a Contractor who performs work on this project is bound to this PLA regardless of their execution of this Agreement. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, The National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V, VI and VII of this Project Labor Agreement, which shall apply to such work.

Section 3. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 4. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 5. The Owner and/or Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 6. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Labor Agreement will not have further force or effect on such items or areas, except when the Project Contractor or

Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

Section 9. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisor employees as defined by the National Labor Relations Act. No Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. However, any Contractor performing work on the Project which is not party to a Local Area Labor Agreement for a craft employed by the Contractor, agrees to install hourly wage rates, hours, fringe benefit contributions, referral procedures and all other terms and conditions of employment as fully set forth in the applicable Local Area Agreement as attached as Schedule A for work on the Project for each craft employed by the Contractor. But in no event, shall the wages be less than the wages that are applicable to this project under the Davis-Bacon Act. All employees covered by this Agreement shall be classified in accordance with the work performed. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

Section 10. The Contractors agree to timely pay contributions to the established employee benefit funds in the amounts designated in the Local Area Labor Agreements attached as Schedule A.

The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

Section 11. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, ready mix, asphalt or other similar material and all workers removing any materials from the construction site shall receive a total package of wages and benefits at least and not lower than the wages and benefits provided for in the then current Highway, Heavy Construction Agreement between Teamsters Local 346 and the Associated General Contractors of America, or the Highway Heavy Prevailing Wage Schedule, whichever is greater.

ARTICLE III
UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply fully with the posted visitor and security and safety rules of the Project.

ARTICLE IV
REFERRAL OF EMPLOYEES

Applicants for the various classifications covered by this Agreement required by the Employer or Contractors on the Project shall be referred to the Contractors by the Unions. The Unions represent that its local unions administer and control their referrals and it is agreed that these referrals will be made in a non-discriminatory manner and in full compliance with Federal and State laws.

ARTICLE V
MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement or the applicable local area agreements, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause.

ARTICLE VI
WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Unions or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site or any site of a

contractor or supplier necessary for the performance of work at the project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than thirty (30) days.

Section 3. The Unions shall not be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 4. Any party alleging a breach of this Article shall have the right to petition a court for temporary and permanent injunctive relief. The parties agree that the moving party, upon proving a breach of this Agreement, shall be entitled to temporary and permanent injunctive relief.

ARTICLE VII **SAFETY**

The parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state and local health and safety laws and regulations.

ARTICLE VIII **UNION-MANAGEMENT COOPERATION COMMITTEE**

The parties to this Agreement agree to form a Union-Management Committee, consisting of signatory unions, contractors, and representatives of the City of Cloquet. The purpose of the Committee is to ensure cooperation on matters of mutual concern, including productivity, quality of work, safety and health.

ARTICLE IX **DISPUTES AND GRIEVANCES**

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work on the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Labor Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When an employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within ten (10) working days after the occurrence of the violation, or knowledge of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) of the Local Area Agreement and/or this PLA alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Local Area Agreement and/or this PLA alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within seven (7) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager or his or her designee of a Local Union and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) neutral arbitrators from which the Arbitrator shall be selected. The parties shall alternatively strike arbitrators from the list until one remains, who shall preside at the hearing. The party striking first shall be determined by the flip of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be

borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE X JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XI SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE XII
HELMETS TO HARDHATS

Section 1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIII
LABOR HARMONY CLAUSE

The contractor shall furnish labor that can work in harmony with all other elements of labor employed on the Project and shall submit a labor harmony plan to demonstrate how this will be done. "Harmony" shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slowdowns, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the Project. The labor harmony plan should include the company's labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the work throughout the contract performance is a material element of this contract. Failure by the contractor or any of its lower-tier subcontractors to comply with this requirement shall be deemed a material breach of the contract which will subject the contractor to all rights and remedies the Owner or Project Contractor may have, including without limitation the right to terminate the contract.

**ARTICLE XIV
NO DISCRIMINATION**

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or non-membership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1, should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

**ARTICLE XV
SAVINGS AND SEPARABILITY**

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

**ARTICLE XVI
DURATION OF THE AGREEMENT**

The Project Labor Agreement shall be effective _____ 201_ and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the project commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event, any such Local Area Agreement expires, the Contractor shall abide by

all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the day and year above written.

OWNER

PROJECT CONTRACTOR

By: _____
Its: _____

By: _____
Its: _____

DULUTH BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____
Its: _____

SCHEDULE "A"

- A-1 Asbestos Workers Local 49
- A-2 Boilermakers Local 647
- A-3 BAC Local 1 Chapter 3 Duluth & Iron Range
- A-4 Carpenters Local 361
- A-5 Cements Masons/Plasterers Local 633
- A-6 Elevator Constructors Local 9
- A-7 IBEW Local 242
- A-8 Iron Workers Local 512
- A-9 Laborers Local 1091
- A-10 Millrights & Machinery Erectors Local 1348
- A-11 Operating Engineers Local 49
- A-12 Painters & Allied Trades Local 106
- A-13 Plumbers & Fitters Local 11
- A-14 Roofers Local 96
- A-15 Sheet Metal Workers Local 10
- A-16 Sprinkler Fitters Local 669
- A-17 Teamsters Local 346

**AGREEMENT TO BE BOUND
PROJECT LABOR AGREEMENT**

The undersigned EMPLOYER agrees that it has reviewed a copy of the Project Labor Agreement for the _____ Project located in _____, Minnesota with the Duluth Building and Construction Trades Council and further agrees to become a party to and bound to the foregoing Agreement.

Attest:

SIGNED FOR THE EMPLOYER:

Dated: _____

Company Name

Company Address

Phone No., Job Site and/or Office

Fax No.

By

Title

CITY OF CLOQUET PROJECTS

Project Description	2016	2017	2018	2019	2020	2021
Riverfront, Dunlap Island Park, Braodway Streetscape		\$ 3,993,000				
Skyline Blvd. Landscaping/Lighting	\$ 100,000					
Veterans & Fauley Park	\$ 1,450,000					
New Skatepark	\$ 465,000					
Cloquet Ave Overlay, Lighting & Streetscape			\$ 2,850,000			
Misc. Sewer CIPP lining		\$ 150,000				\$ 170,000
Misc. Street Overlays		\$ 685,000	\$ 660,000	\$ 499,705		
Pine Tree Plaza Frontage Rd Reconstruct				\$ 606,000		
Slate St Sidewalk/Safe Routes to School	\$ 152,000					
West I-35 Grontage Rd Reclaim	\$ 385,000					
3rd St Reconstruction, Carlton-Cloquet	\$ 930,000					
North Water Loop, Well #11-Buisness Park				\$ 390,000		
West End/Arch St Reconstruction			\$ 2,000,000			
Washington Ave Utilities				\$ 195,000		
Prospect Ave Area Reconstruction					\$ 3,200,000	
Water Treatment Plant #1			\$ 6,800,000			
Spring Lake Res Rehab						\$ 100,000
Pine Valley Single Track Trail		\$ 125,000			\$ 95,000	\$ 13,100
Pine Valley (Barn) Ice Plant/Floor					\$ 800,000	
Northwoods Arena DHU					\$ 375,000	
14th Street Sewer/Water Reconstruction, Cloquet-Prospect						\$ 1,065,000



To: Mayor and Cloquet City Council
From: Holly Hansen, Community Development Director
Reviewed By: Tim Peterson, City Administrator
Date: July 27, 2021

ITEM DESCRIPTION: Economic Development Tools – the City of Cloquet

Previous TIF District Projects

- a. **Oakwood Apartments** \$505,000 TIF Housing District
 - i. Site prep costs for multifamily, stick-built onsite
 - ii. City of Cloquet portion of TIF \$106,050 (21% taxes)

- b. **14th Street Apartments Building II** \$196,657 TIF Housing District
 - i. Site prep costs for multifamily, factory stick-built/modular, City of Cloquet sold property to developer
 - ii. City of Cloquet portion of TIF \$41,298 (21% taxes)

- c. **14th Street Apartments Building III** \$394,219 TIF Housing District
 - i. Site prep costs for multifamily, factory stick-built/modular, City of Cloquet sold property to developer
 - ii. City of Cloquet portion of TIF \$82,786 (21% taxes)

- d. **County Club Patio Homes TIF Housing District** \$437,775 TIF Housing District
 - i. Site prep costs for single-family, Factory stick-built/modular
 - ii. City of Cloquet portion of TIF \$91,932.75 (21% taxes)

- e. **Trails Edge Townhomes** TIF Housing District \$312,218
 - i. Site prep and foundational elements for duplex/townhome to complete the last five lots in the development to bring to completion, stick-built onsite
 - ii. City of Cloquet portion of TIF \$65,566 (21% taxes)

- f. **Daqota Trails Edge Townhomes** \$200,000 TIF Development District
 - i. Site prep for new commercial building
 - ii. City of Cloquet portion of TIF \$42,000 (21% taxes)



Financial Impacts

If the PLA amount were increased to \$500,000 this would translate to:

- \$500,000 in a City gap Loan for a project
- \$500,000 in the City's amount for a Tax Abatement Bond
- \$2.37 Million in Tax Increment (City's portion is 21% which would be \$497,700)

If the PLA amount were increased to \$1,000,000 this would translate to:

- \$1,000,000 in a City gap Loan for a project
- \$1,000,000 in the City's amount for a Tax Abatement Bond
- \$4.74 Million in Tax Increment (City's portion is 21% which would be \$995,400)

I've been asked to identify possible projects that would trigger issuance of City gap financing of these levels could include:

- Downtown Building that required extensive renovation under a Renewal / Renovation TIF District
- Contaminated Commercial or Industrial Site that requires clean-up for transition/resale into redevelopment for another use such as Retail as a Redevelopment TIF District
- A new duplex subdivision that requires infrastructure – roads, sidewalks, lighting, utilities, etc. to set up for development
- A partnership of financing with a private provider to expand broadband into underserved or unserved areas in the city limits
- Industrial or commercial employer requiring unique project needs/support