



CITY OF CLOQUET

City Council Agenda Tuesday, August 17, 2021 6:00 p.m.

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
 - a. Approval of August 17, 2021, Council Agenda
4. **Approval of Council Minutes**
 - a. Regular Council Minutes from the August 3, 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. 21-37, Authorizing the Payment of Bills
 - b. Approval of Application for Deferment of Special Assessment
 - c. Resolution No. 21-40, Approving Final Layout for State Aid Project No. 009-603-038 on County State Aid Highway 3 (14th Street)
 - d. Resolution No. 21-41, Approving Parking Restrictions on 14th Street from Tall Pine Lane to Washington Avenue and Washington Avenue to Prospect Avenue
 - e. Approval of Off-Site Gambling Permit – Wood City Riders
 - f. Approval of Exempt Permit To Conduct a Bingo and Raffle Event – Queen of Peace Parish
 - g. Approval of New Massage Therapist License – N. Milewski
7. **Public Hearings**

None.
8. **Presentations**

None.



**CITY OF CLOQUET
City Council Agenda
Tuesday, August 17, 2021**

9. **Council Business**
 - a. Appointment of Police Officer – M. Conley
 - b. Approval of Arena Lease Agreement – ISD #94
 - c. PLA Amendment Discussion
10. **Council Comments, Announcements, and Updates**
11. **Adjournment**

Via Teleconference
6:00 P.M. August 3, 2021

DRAFT

Regular Meeting

Roll Call

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

Councilors Absent: None.

Pledge of Allegiance

AGENDA

MOTION: Councilor Swanson moved and Councilor Jaakola seconded the motion to approve the August 3, 2021 agenda. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Wilkinson moved and Councilor Carlson seconded the motion to approve the Regular Meeting minutes of July 20, 2021, as presented. The motion carried unanimously (7-0).

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

MOTION: Councilor Kolodge moved and Councilor Swanson seconded the motion to adopt the Consent Agenda of August 3, 2021, approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- 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

PUBLIC HEARINGS

There were none.

PRESENTATIONS

There were none.

AUTHORIZE PERMANENT IMPROVEMENT TRANSFER OF FUNDS

MOTION: Councilor Kolodge moved and Councilor Lamb seconded the motion to authorize the General Fund to transfer \$435,000 to the Permanent Improvement Fund for the negative cash balance ending July 2021. The motion carried unanimously (7-0).

CHANGE ORDER NO. 1 FOR 2021 SEWER LINING PROJECT

MOTION: Councilor Jaakola moved and Councilor Carlson seconded the motion to approve change order No. 1 to City Contract No. 1096, 2021 Sewer Lining Project. The motion carried unanimously (7-0).

MINNESOTA WILDERNESS ARENA LEASE AGREEMENT

MOTION: Councilor Carlson moved and Councilor Swanson seconded the motion to approve the revised Arena Lease Agreement between the City of Cloquet and Minnesota Wilderness. The motion carried unanimously (7-0).

PLA DISCUSSION

City Administrator Peterson provided Council with Chapter 9.2 of City Code regarding Project Labor Agreements, drawing attention to the areas that include language related to \$175,00 in city funding. Also provided was the Project Labor Agreement, highlighting section 9 that will be amended if Council moves forward with prevailing wage language.

Administrator Peterson also reviewed a spreadsheet of city projects over the last 3 years as examples of project costs. A third piece of information showed EDA tools available for financing projects and the financial impacts to projects if the PLA dollar amount is increased from \$175,000 or \$1 million as discussed at the July 20, 2021 Council meeting.

Council discussed prevailing wage versus increasing the \$175,000 amount and agreed to move forward with the city attorney drafting an amendment to the Project Labor Agreement to include prevailing wage language. Administrator Peterson will have the draft language for Council review at the August 17th Council meeting.

COUNCIL COMMENTS, ANNOUNCEMENTS AND UPDATES

Councilor Wilkinson stated that COVID-19 vaccines remain readily available and encouraged those not vaccinated to get the vaccine so we can remain "open".

Councilor Kolodge shared feedback he's received from citizens complimenting the flowers along Cloquet Avenue.

ADJOURNMENT

On a motion duly carried by a unanimous yeas 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 17, 2021

ITEM DESCRIPTION: Payment of Bills

Proposed Action

Staff recommends the Council move to adopt **RESOLUTION NO. 21-37, 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. 21-37

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	\$	164,603.85
202	Federal CDBG Loan (EDA)		59,500.00
370	Swim Pond Bond Debt Service		8,408.75
372	City Sales Tax Bonds		100,457.50
374	Facilities Bonds		17,545.00
405	City Sales Tax Capital		1,565.00
600	Water - Lake Superior Waterline		147,372.73
601	Water - In Town System		50,145.35
602	Sewer Fund		13,041.91
605	Stormwater Fund		35,679.25
614	Cable Television		51.08
	TOTAL:	\$	<u>598,370.42</u>

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 17TH DAY OF AUGUST, 2021.**

ATTEST:

Roger Maki, Mayor

Tim Peterson, City Administrator

DATE: 08/12/2021
TIME: 12:14:01
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
111350	LEXISNEXIS RISK DATA MNGMT INC	1,050.00	150.00
116100	AMERICAN PAYMENT CENTERS	184.00	92.00
116950	AMERIPRIDE SERVICES INC	6,441.15	629.64
119700	ARROWHEAD CONCRETE WORKS, INC.	10,072.00	2,350.75
121000	ARROWHEAD SPRINGS INC	614.50	113.75
122963	A.W. KUETTEL	0.00	350.00
123150	B W DISTRIBUTING	1,273.79	288.97
126850	BLAINE BROTHERS, INC	4,255.76	46.97
128075	BRAUN INTERTEC CORP	4,112.50	1,565.00
129800	BUREAU CRIMINAL APPREHENSION	1,170.00	375.00
130580	KIM BUSKALA	0.00	520.00
135675	VORK ENTERPRISES INC	1,630.00	915.00
137340	CHAMBERLAIN OIL CO., INC.	5,865.99	182.80
139025	CINTAS	2,923.53	348.28
139030	CINTAS CORPORATION NO 2	6,678.91	666.81
142800	CLOQUET SANITARY SERVICE	12,009.03	2,207.78
142925	CLOQUET SERVICE CENTER	354.14	911.90
145500	COMPENSATION CONSULTANTS, LTD	1,974.00	192.00
147600	EXELON CORPORATION	11,179.16	1,757.27
147725	CORE & MAIN LP	0.00	1,415.86
148800	CROW GOEBEL VETERINARY CLINIC	4,298.29	223.56
150050	D & B TRUCKING AND EXCAVATING	0.00	45,045.00
150100	D A L C O	5,538.83	582.52
156400	CITY OF DULUTH COMFORT SYSTEMS	1,085.03	152.55
160600	EHLERS & ASSOCIATES, INC.	0.00	3,400.00
162640	ENVENTIS TELECOM INC	338.04	51.08
163620	EVERETT LAW LLC	6,510.60	6,087.10
164900	THE FASTENAL COMPANY	413.36	114.95
165375	FERGUSON WATERWORKS #2516	8,311.50	805.99
166750	FIRST HOSPITAL LABORATORIES IN	725.52	222.43
168100	BDG INC	689.00	421.60
171100	FRYBERGER, BUCHANAN, SMITH &	129,914.95	15,399.45
175200	GOPHER STATE ONE CALL INC	866.75	201.15
178500	GUARDIAN PEST SOLUTIONS INC	378.00	47.25
179300	HACH COMPANY	32.17	437.69
180425	HARRIS COMPUTER SYSTEMS	806.05	16,230.49
180500	HAWKINS INC	47,701.23	603.53
190580	JAKES COMPANIES LLC	10,264.80	8,200.00
192225	JOBSHQ	1,878.23	821.88
195850	KIMINSKI PAVING INC	29,984.50	19,008.00
197775	KWIK TRIP INC	703.20	345.87
197800	L & M FLEET SUPPLY INC.	12,269.96	2,280.32
198900	LAKE SUPERIOR ENERGY COMPANY	0.00	267.91
200100	LAKEHEAD TRUCKING, INC.	0.00	923.25

DATE: 08/12/2021
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CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
205050	LOFFLER COMPANIES INC	328.67	49.10
205700	LYN'S AUTO BODY	0.00	2,638.90
206800	MACQUEEN EQUIPMENT INC	6,326.34	135.12
211400	MENARDS INC	2,692.19	38.45
211700	METRO SALES, INC.	6,143.82	758.49
212700	MID-STATE TRUCK SERVICE INC	6,691.83	210.33
220500	MN DEPT OF HEALTH	17,930.00	8,910.00
222275	MN PEIP	488,667.46	62,279.88
225700	MINNESOTA WILDERNESS, LLC	0.00	20,000.00
227575	MPOWER TECHNOLOGIES, INC	2,100.00	1,095.00
229500	NAPA AUTO PARTS	5,145.44	85.94
229850	NATIONAL ASSOC OF SCHOOL	0.00	260.00
235800	NORTHLAND AUTO PARTS	111.78	46.83
236100	NORTHLAND CONSTRUCTORS	110,398.04	13,055.35
239400	OGDEN MACH, WELD, & STEEL, INC	0.00	57.65
240725	O'REILLY AUTO ENTERPRISES LLC	649.18	11.87
242850	PARSONS ELECTRIC LLC	10,076.04	263.14
242950	PAT'S STUMPGRINDING LLC	0.00	2,225.00
244975	PINE KNOT LLC	53,985.50	38.00
259975	THE SAND CREEK GROUP LTD	0.00	1,394.00
261750	SEELYE PLASTICS, INC.	299.84	706.89
261800	SEH	49,593.40	10,449.60
268800	STOCK TIRE COMPANY	4,936.12	290.55
271325	NANCY GETCHELL	5,738.61	525.67
272600	TERMINAL SUPPLY INC	882.97	153.52
277550	TURFWERKS	1,342.68	286.06
279100	U S BANK EQUIPMENT FINANCE	5,172.24	142.71
283700	USA BLUEBOOK	2,471.73	427.37
285400	VIKING ELECTRIC SUPPLY	244.38	113.38
285500	VIKING INDUSTRIAL CENTER	2,471.07	26.86
289015	WELLS FARGO CREDIT CARD	57,933.08	5,328.28
290300	WIDDES FEED & FARM SUPPLY	676.20	214.64
291100	WKLK/WMOZ	2,000.00	103.50
R0002087	ALL ONE HEALTH	0.00	1,343.00
R0002090	3-D CONSTRUCTION	0.00	59,500.00
R0002091	JACKSON'S HEAVY EQUIPMENT	0.00	3,000.00
TOTAL ALL VENDORS:			333,118.43

City of Cloquet
Vendor Summary Report Reconciliation
Invoices Due On/Before 8/17/2021

Total	333,118.43
Less:	
Library	0.00
Cloquet Area Fire District	(920.00)
Total City Bills	<u>332,198.43</u>
Less:	
Payroll benefits	(62,279.88)
Plus:	
Building Permit Surcharge	2,583.14
Credit Card/PSN Fees	2,822.09
Debt Service Payments	145,250.22
MN Energy Auto Pay	741.56
MN Power Auto Pay	174,135.51
MN Sales Tax	803.65
Verizon Auto Pay (May - June)	2,115.70
Total Bills	<u><u>598,370.42</u></u>

DATE: 08/12/21
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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00			
222275	MN PEIP	488,667.46	62,279.88
			62,279.88
41	GENERAL GOVERNMENT		
139025	CINTAS	2,923.53	63.82
139030	CINTAS CORPORATION NO 2	6,678.91	103.94
142800	CLOQUET SANITARY SERVICE	12,009.03	69.29
145500	COMPENSATION CONSULTANTS, LTD	1,974.00	192.00
150100	D A L C O	5,538.83	273.52
163620	EVERETT LAW LLC	6,510.60	6,087.10
171100	FRYBERGER, BUCHANAN, SMITH &	129,914.95	15,399.45
180425	HARRIS COMPUTER SYSTEMS	806.05	3,410.33
192225	JOBSEQ	1,878.23	821.88
211700	METRO SALES, INC.	6,143.82	387.54
242850	PARSONS ELECTRIC LLC	10,076.04	131.57
244975	PINE KNOT LLC	53,985.50	38.00
259975	THE SAND CREEK GROUP LTD		1,394.00
289015	WELLS FARGO CREDIT CARD	57,933.08	1,903.15
R0002087	ALL ONE HEALTH		1,343.00
	GENERAL GOVERNMENT		31,618.59
42	PUBLIC SAFETY		
111350	LEXISNEXIS RISK DATA MNGMT INC	1,050.00	150.00
135675	VORK ENTERPRISES INC	1,630.00	915.00
139025	CINTAS	2,923.53	45.39
139030	CINTAS CORPORATION NO 2	6,678.91	90.18
142800	CLOQUET SANITARY SERVICE	12,009.03	69.29
142925	CLOQUET SERVICE CENTER	354.14	911.90
148800	CROW GOEBEL VETERINARY CLINIC	4,298.29	223.56
150100	D A L C O	5,538.83	273.52
166750	FIRST HOSPITAL LABORATORIES IN	725.52	110.70
197775	KWIK TRIP INC	703.20	345.87
197800	L & M FLEET SUPPLY INC.	12,269.96	76.47
211700	METRO SALES, INC.	6,143.82	162.83
229850	NATIONAL ASSOC OF SCHOOL		260.00
242850	PARSONS ELECTRIC LLC	10,076.04	131.57
268800	STOCK TIRE COMPANY	4,936.12	290.55
271325	NANCY GETCHELL	5,738.61	525.67

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CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
42	PUBLIC SAFETY		
289015	WELLS FARGO CREDIT CARD	57,933.08	1,804.92
	PUBLIC SAFETY		6,387.42
43	PUBLIC WORKS		
119700	ARROWHEAD CONCRETE WORKS, INC.	10,072.00	2,350.75
121000	ARROWHEAD SPRINGS INC	614.50	79.75
123150	B W DISTRIBUTING	1,273.79	288.97
126850	BLAINE BROTHERS, INC	4,255.76	46.97
129800	BUREAU CRIMINAL APPREHENSION	1,170.00	375.00
137340	CHAMBERLAIN OIL CO., INC.	5,865.99	182.80
139025	CINTAS	2,923.53	63.79
139030	CINTAS CORPORATION NO 2	6,678.91	226.12
142800	CLOQUET SANITARY SERVICE	12,009.03	99.44
150050	D & B TRUCKING AND EXCAVATING		45,045.00
166750	FIRST HOSPITAL LABORATORIES IN	725.52	111.73
175200	GOPHER STATE ONE CALL INC	866.75	100.58
180425	HARRIS COMPUTER SYSTEMS	806.05	223.48
197800	L & M FLEET SUPPLY INC.	12,269.96	392.77
198900	LAKE SUPERIOR ENERGY COMPANY		267.91
205050	LOFFLER COMPANIES INC	328.67	9.82
212700	MID-STATE TRUCK SERVICE INC	6,691.83	210.33
229500	NAPA AUTO PARTS	5,145.44	51.97
236100	NORTHLAND CONSTRUCTORS	110,398.04	805.35
240725	O'REILLY AUTO ENTERPRISES LLC	649.18	11.87
242950	PAT'S STUMPGRINDING LLC		2,225.00
272600	TERMINAL SUPPLY INC	882.97	153.52
279100	U S BANK EQUIPMENT FINANCE	5,172.24	47.57
289015	WELLS FARGO CREDIT CARD	57,933.08	-21.13
R0002091	JACKSON'S HEAVY EQUIPMENT		3,000.00
	PUBLIC WORKS		56,349.36
45	CULTURE AND RECREATION		
116950	AMERIPRIDE SERVICES INC	6,441.15	629.64
122963	A.W. KUETTEL		350.00
139030	CINTAS CORPORATION NO 2	6,678.91	97.32
142800	CLOQUET SANITARY SERVICE	12,009.03	1,903.46
147600	EXELON CORPORATION	11,179.16	1,757.27
150100	D A L C O	5,538.83	35.48

DATE: 08/12/21
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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
45	CULTURE AND RECREATION		
178500	GUARDIAN PEST SOLUTIONS INC	378.00	47.25
180500	HAWKINS INC	47,701.23	362.12
197800	L & M FLEET SUPPLY INC.	12,269.96	1,653.97
200100	LAKEHEAD TRUCKING, INC.		923.25
205700	LYN'S AUTO BODY		2,638.90
225700	MINNESOTA WILDERNESS, LLC		20,000.00
229500	NAPA AUTO PARTS	5,145.44	33.97
235800	NORTHLAND AUTO PARTS	111.78	46.83
261800	SEH	49,593.40	3,675.00
277550	TURFWERKS	1,342.68	286.06
289015	WELLS FARGO CREDIT CARD	57,933.08	149.98
290300	WIDDES FEED & FARM SUPPLY	676.20	214.64
	CULTURE AND RECREATION		34,805.14
46	COMMUNITY DEVELOPMENT		
130580	KIM BUSKALA		520.00
211700	METRO SALES, INC.	6,143.82	89.71
291100	WKLK/WMOZ	2,000.00	103.50
	COMMUNITY DEVELOPMENT		713.21
FEDERAL CDBG LOAN (EDA)			
46	COMMUNITY DEVELOPMENT		
R0002090	3-D CONSTRUCTION		59,500.00
	COMMUNITY DEVELOPMENT		59,500.00
CITY SALES TAX BONDS			
60	DEBT SERVICE		
160600	EHLERS & ASSOCIATES, INC.		3,400.00
	DEBT SERVICE		3,400.00
CITY SALES TAX CAPITAL			
81	SPECIAL PROJECTS		

DATE: 08/12/21
 TIME: 12:14:27
 ID: AP443000.WOW

CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CITY SALES TAX CAPITAL			
81	SPECIAL PROJECTS		
128075	BRAUN INTERTEC CORP	4,112.50	1,565.00
	SPECIAL PROJECTS		1,565.00
WATER - LAKE SUPERIOR WATERLIN			
51	STATION 2		
121000	ARROWHEAD SPRINGS INC	614.50	34.00
139025	CINTAS	2,923.53	111.50
139030	CINTAS CORPORATION NO 2	6,678.91	19.44
179300	HACH COMPANY	32.17	437.69
211400	MENARDS INC	2,692.19	38.45
227575	MPOWER TECHNOLOGIES, INC	2,100.00	547.50
261800	SEH	49,593.40	635.52
285400	VIKING ELECTRIC SUPPLY	244.38	113.38
289015	WELLS FARGO CREDIT CARD	57,933.08	255.00
	STATION 2		2,192.48
52	LAKE SUPERIOR WATERLINE		
139030	CINTAS CORPORATION NO 2	6,678.91	62.63
147725	CORE & MAIN LP		1,415.86
197800	L & M FLEET SUPPLY INC.	12,269.96	39.28
236100	NORTHLAND CONSTRUCTORS	110,398.04	12,250.00
	LAKE SUPERIOR WATERLINE		13,767.77
57	ADMINISTRATION		
156400	CITY OF DULUTH COMFORT SYSTEMS	1,085.03	152.55
205050	LOFFLER COMPANIES INC	328.67	9.82
	ADMINISTRATION		162.37
WATER - IN TOWN SYSTEM			
49	CLOQUET		
139025	CINTAS	2,923.53	38.27
139030	CINTAS CORPORATION NO 2	6,678.91	36.44

DATE: 08/12/21
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ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - IN	TOWN SYSTEM		
49	CLOQUET		
180500	HAWKINS INC	47,701.23	241.41
197800	L & M FLEET SUPPLY INC.	12,269.96	78.55
220500	MN DEPT OF HEALTH	17,930.00	8,910.00
261750	SEELYE PLASTICS, INC.	299.84	706.89
261800	SEH	49,593.40	5,185.80
283700	USA BLUEBOOK	2,471.73	427.37
285500	VIKING INDUSTRIAL CENTER	2,471.07	26.86
289015	WELLS FARGO CREDIT CARD	57,933.08	261.28
	CLOQUET		15,912.87
54	BILLING & COLLECTION		
116100	AMERICAN PAYMENT CENTERS	184.00	92.00
180425	HARRIS COMPUTER SYSTEMS	806.05	5,565.42
211700	METRO SALES, INC.	6,143.82	118.41
	BILLING & COLLECTION		5,775.83
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	12,009.03	33.15
175200	GOPHER STATE ONE CALL INC	866.75	60.35
180425	HARRIS COMPUTER SYSTEMS	806.05	2,343.76
205050	LOFFLER COMPANIES INC	328.67	9.82
279100	U S BANK EQUIPMENT FINANCE	5,172.24	47.57
289015	WELLS FARGO CREDIT CARD	57,933.08	55.08
	ADMINISTRATION & GENERAL		2,549.73
ENTERPRISE FUND - SEWER			
55	SANITARY SEWER		
139025	CINTAS	2,923.53	25.51
139030	CINTAS CORPORATION NO 2	6,678.91	30.74
165375	FERGUSON WATERWORKS #2516	8,311.50	805.99
168100	BDG INC	689.00	421.60
197800	L & M FLEET SUPPLY INC.	12,269.96	39.28
206800	MACQUEEN EQUIPMENT INC	6,326.34	135.12
261800	SEH	49,593.40	953.28
	SANITARY SEWER		2,411.52

DATE: 08/12/21
TIME: 12:14:27
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ENTERPRISE FUND - SEWER			
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	12,009.03	33.15
175200	GOPHER STATE ONE CALL INC	866.75	40.22
180425	HARRIS COMPUTER SYSTEMS	806.05	2,343.75
205050	LOFFLER COMPANIES INC	328.67	9.82
279100	U S BANK EQUIPMENT FINANCE	5,172.24	47.57
	ADMINISTRATION & GENERAL		2,474.51
STORM WATER UTILITY			
57	ADMINISTRATION & GENERAL		
180425	HARRIS COMPUTER SYSTEMS	806.05	2,343.75
205050	LOFFLER COMPANIES INC	328.67	9.82
227575	MPOWER TECHNOLOGIES, INC	2,100.00	547.50
	ADMINISTRATION & GENERAL		2,901.07
59	OPERATIONS		
164900	THE FASTENAL COMPANY	413.36	114.95
190580	JAKES COMPANIES LLC	10,264.80	8,200.00
195850	KIMINSKI PAVING INC	29,984.50	19,008.00
239400	OGDEN MACH, WELD, & STEEL, INC		57.65
	OPERATIONS		27,380.60
CABLE TELEVISION			
45	CULTURE AND RECREATION		
162640	ENVENTIS TELECOM INC	338.04	51.08
	CULTURE AND RECREATION		51.08
CLOQUET AREA FIRE DISTRICT			
42	PUBLIC SAFETY		
289015	WELLS FARGO CREDIT CARD	57,933.08	920.00
	PUBLIC SAFETY		920.00
	TOTAL ALL DEPARTMENTS		333,118.43



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 *TP*
Date: August 5, 2021

ITEM DESCRIPTION: Lee Application for Deferment of Special Assessment

Proposed Action

Staff recommends the City Council move to approve the deferment of special assessments for Jacqueline Lee, 1823 Doddridge Ave.

Background/Overview

Attached the Council will find an application for the deferment of special assessments from Jacqueline Lee, 1823 Doddridge Ave. This property is assessed as part of the Prospect Avenue reconstruction project.

The amount of the assessment is \$4,062.91. Under Section 12.2.11 of City Code, the City Council may defer special assessments levied against the property of a senior citizen, retired total or permanently disabled homeowner for whom it would be a hardship to make the annual payment.

The applicant has provided documents as supporting evidence and has not met d. (assessment \$4,062.91) or f. (market value \$100,100) but the important income requirements have been met. The council can recommend deferral based on 12.2.11 Subd 2. Section J. The City Administrator reviewed the application and recommended submittal for Council approval.

- a. The property must be homestead.
- b. Annual gross income shall not exceed 110% of the federal poverty line as defined by Carlton County.
- c. The average annual payment exceeds 3% of the applicant's annual income.
- d. The special assessments to be deferred exceed \$5,000.
- e. Total assets of the applicant do not exceed \$30,000.
- f. The assessed market value of the homestead shall not exceed \$100,000.

There are four other conditions identified under Code of which also have been met or are not applicable.

Policy Objectives

Minnesota Statutes Section 435.193 and City Code Section 12.2.11 address the deferral of special assessments for seniors and retired, disabled homeowners.

Financial/Budget/Grant Considerations

The City Council will collect the full amount of the assessment plus interest in the future. Payments will be delayed until the deferral is terminated. Interest shall continue to accrue over the life of the assessment (10 years). No interest shall accrue past the date at which the assessment would have been fully paid if not deferred.

The special assessment deferral shall terminate and become payable, together with accumulated interest, upon the occurrence of any one of the following events:

- a. Transfer of ownership
- b. Death of owner
- c. Loss of homestead status
- d. No hardship

The applicant must file ANNUALLY for the deferral to continue and to verify compliance with the four (4) conditions stated above.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application (available in accordance with state data privacy regulations)

2021

APPLICATION FOR ASSESSMENT DEFERRAL

City of Cloquet /-1307 Cloquet Avenue/ Cloquet, MN 55720
101 14th Street

for 2022 taxes

SECTION 1 - INFORMATION ON APPLICANT

Applicant's Full Legal Name (Last, First, Middle)

Jacqueline M. Lee

Applicant's Mailing Address (Street Address, City, State, Zip)

1823 Dabridge Ave. Cloquet MN 55720

Applicant's Phone Number:

~~(218) (995) (1295)~~

Applicant's Date of Birth:

~~06/09/1973~~

SECTION 2 - INFORMATION ON PROPERTY

Street Address of Property

1823 Dabridge Ave.

Legal Description of Property

City of Cloquet
se. Twp. R. 15 BK. Acres:
City of Cloquet CO. 1/2 Subd. NO 26
1/2 Subject to M/L Lease

Parcel Identification Number

06-090-0620

4,062.91

SECTION 3 - DEFERRAL INFORMATION

Type and Location of Project:
Reason for Deferral:

street improvement Fairview Ave.
Prospect Ave.
4,062.91

Over 65 years of age

Permanent Disability (Provide proof of permanent disability)

SECTION 4 - SUPPORTING EVIDENCE

Driver's License, Photo ID or other documentation to verify age of applicant. ✓

Copy of the most recent federal tax filing form to determine income eligibility. If you no longer file income taxes, please provide us with a copy of a Social Security Benefit Statement and indicate any other income sources. ✓

5/4

If applying for disability status, a copy of a Social Security Disability Certification.

A copy of the most recent Carlton County Statement of Property Taxes Payable.

A detailed written description of the applicant's total assets.

House & Land - same as above

I certify that the information given herein is true and complete to the best of my knowledge.

Jacqueline Lee
Signature of Applicant

5/5/21
Date

For Office Use Only

Date Submitted to Council For Approval: _____

Project: Prospect Ave. 2019

Approved Denied

Interest Rate: 4% Project Years: 10

Conditions of Deferment or Reason for Denial:

Average Annual Payment: _____

Amount of Principal to be deferred: _____

Amount of Interest to be deferred: _____

Date of Approval sent to County Auditor: n/a

[Signature]
City Administrator Date 6/10/21



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: August 17, 2021

ITEM DESCRIPTION: Approving Carlton County Plans on 14th Street – Phase II

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION 21-40, APPROVING FINAL LAYOUT FOR STATE AID PROJECT NO. 009-603-036 ON COUNTY STATE AID HIGHWAY 3 (14th STREET).**

Staff further recommends the City Council move to adopt **RESOLUTION 21-41, APPROVING PARKING RESTRICTIONS ON 14th STREET FROM TALL PINE LANE TO WASHINGTON AVENUE AND WASHINGTON AVENUE TO PROSPECT AVENUE.**

Background/Overview

As part of the ongoing 14th Street Improvements from Cloquet Avenue to Tall Pine Lane, plans for phase II construction (Prospect Avenue to Tall Pine Lane) will go out for bid this fall. Prior to bidding, the City must pass resolutions approving the final layout and parking restrictions on this County State Aid Highway. City Council took this action at the conclusion of the planning process however, phase II will have a separate project number so the state will require another resolution from the city.

Carlton County, in coordination with the project engineer (S.E.H.) and City of Cloquet, have conducted an extensive public involvement effort in conjunction with development of these plans. Opportunities for information and public input included two public information meeting, a project website and the public hearing held at the October 6, 2020 City Council Meeting.

Highlights of the proposed street sections include a proposed roundabout at the Washington Avenue intersection, additional/improved pedestrian and bike infrastructure throughout the corridor, and improved drainage facilities.

Policy Objectives

To advance proposed capital improvement projects in accordance with state law.

Financial/Budget/Grant Considerations

The roadway, pedestrian and storm sewer construction will be completed and funded 100% by Carlton County. The City will be participating in the construction contract to replace existing sanitary sewer and water infrastructure. The city's portion of Phase II is estimated at \$1,171,500 and was budgeted to be paid using sales tax funds.

To Mayor and Council
14th Street Plan Approval
August 17, 2021
Page 2

Advisory Committee/Commission Action

N/A

Supplemental Documents Attached

- Resolution No. 21-40
- Resolution No. 21- 41

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

RESOLUTION NO. 21-40

**RESOLUTION APPROVING FINAL LAYOUT FOR STATE AID
PROJECT NO. 009-603-038 ON COUNTY STATE AID
HIGHWAY 3 (14th STREET)**

WHEREAS, the Carlton County Engineer has prepared a final layout for State Aid Project No. 009-603-038 on C.S.A.H. 3,(14th Street) from Prospect Avenue to Tall Pine Lane within the City of Cloquet for Roadway, drainage structures and shared use path improvements; and seeks the approval thereof, as described in Minnesota Statutes 162.02 subd 8 and

WHEREAS, As part of the project the City Engineer has identified a need to replace City owned sanitary sewer and watermain along the corridor; and

WHEREAS Carlton County and the City of Cloquet previously entered into an agreement for reconstruction of said improvements; and

WHEREAS, said final layout is on file in the Carlton County Engineer's office, being marked as S.A.P. 009-603-038

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

That said final layout for the improvement of said C.S.A.H. 3 (14th Street) within the corporate limits of the City of Cloquet is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 17th DAY OF AUGUST 2021.

ATTEST:

Roger Maki, Mayor

Tim Peterson, City Administrator

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

RESOLUTION NO. 21-41

**RESOLUTION RELATING TO PARKING RESTRICTIONS ON
14th STREET FROM TALL PINE LANE TO WASHINGTON AVENUE AND
WASHINGTON AVENUE TO PROSPECT AVENUE**

WHEREAS, Carlton County has planned the improvement of 14th Street, State Aid Route No. 603, from Prospect Avenue to Tall Pine Lane; and

WHEREAS, the Carlton County will be expending County State Aid Funds on the improvements of this street; and

WHEREAS, this improvement does not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a State Aid Street project must therefore be conditioned upon certain parking restrictions.

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

That the City shall ban the parking of motor vehicles on both sides of 14th Street (CSAH 3) from Tall Pine Lane to Washington Avenue.

AND MAY IT FURTHER BE RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA:

That the City shall restrict the parking of motor vehicles on 14th Street (CSAH 3) from Washington Avenue to Prospect Avenue, to one side only.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 17th DAY OF AUGUST, 2021.

ATTEST:

Roger Maki, Mayor

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: Tim Peterson, City Administrator *TP*
Date: August 10, 2021

ITEM DESCRIPTION: Approval of Off-Site Gambling for Wood City Riders Snowmobile Club

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 21-39, APPROVING AN APPLICATION TO CONDUCT OFF-SITE GAMBLING FOR THE WOOD CITY RIDERS SNOWMOBILE CLUB.**

Background/Overview

The City has received an application from the Wood City Riders Snowmobile Club to conduct a raffle event at the VFW, 210 Arch Street, on December 3, 2021. The application must first be approved by the City before submission to the Minnesota Gambling Control Board for final approval and permit issuance.

Policy Objectives

Approval of application by local community is required under MN Statutes.

Financial/Budget/Grant Considerations

There is no cost to the City regarding the approval of the application nor does the City retain any fees for its consideration.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Resolution No. 21-38
- LG230 Application to Conduct Off-Site Gambling

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

RESOLUTION NO. 21-39

**A RESOLUTION APPROVING OFF-SITE GAMBLING
FOR WOOD CITY RIDERS SNOWMOBILE CLUB**

WHEREAS, The City of Cloquet received an application from the Wood City Riders Snowmobile Club, 1541 Eagle Avenue, Cloquet, to conduct off-site gambling for a raffle event to be held on December 3, 2021, at the Cloquet VFW, 210 Arch Street, Cloquet, MN 55720.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City Council has reviewed the application of the Wood City Riders Snowmobile Club to conduct off-site gambling for a raffle event on December 3, 2021, at the Cloquet VFW, 210 Arch Street, Cloquet, and has no objection to the Minnesota Gambling Control Board's issuance of such permit.

BE IT FURTHER RESOLVED, That the Cloquet City Council hereby waives the normally required thirty day waiting period for the issuance of said permit.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 17th DAY OF AUGUST 2021.**

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

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

RESOLUTION NO. 21-39

**A RESOLUTION APPROVING OFF-SITE GAMBLING
FOR WOOD CITY RIDERS SNOWMOBILE CLUB**

WHEREAS, The City of Cloquet received an application from the Wood City Riders Snowmobile Club, 1541 Eagle Avenue, Cloquet, to conduct off-site gambling for a raffle event to be held on December 3, 2021, at the Cloquet VFW, 210 Arch Street, Cloquet, MN 55720.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City Council has reviewed the application of the Wood City Riders Snowmobile Club to conduct off-site gambling for a raffle event on December 3, 2021, at the Cloquet VFW, 210 Arch Street, Cloquet, and has no objection to the Minnesota Gambling Control Board's issuance of such permit.

BE IT FURTHER RESOLVED, That the Cloquet City Council hereby waives the normally required thirty day waiting period for the issuance of said permit.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 17th DAY OF AUGUST 2021.**

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

I, Tim Peterson, City Administrator of the City of Cloquet, MN, hereby certify that the above is a true and exact copy of the resolution dated August 17, 2021, original of which is on file and of record at City Hall.

Witness my hand and the official seal of the said City this 17th day of August 2021.

City Administrator, City of Cloquet, Minnesota

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: WOOD CITY RIDERS SNOWMOBILE CLUB License Number: 05353

Address: P O BOX 657 City: CLOQUET, MN Zip: 55720

Chief Executive Officer (CEO) Name: CHRIS ROKKE Daytime Phone: 218-591-2602

Gambling Manager Name: SANDRA M. OLEAN Daytime Phone: 218-590-4515

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 12 / 3 / 21 to 12 / 3 / 21

Check the type of games that will be conducted:

- Raffle
- Pull-Tabs
- Bingo
- Tipboards
- Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: VFW CLUB

Street address and City (or township): 210 ARCH ST., CLOQUET Zip: 55720 County: CARLTON

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes** If yes, a lease is not required.
- No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$N/A (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: N/A Date: _____

Print Lessor's Name: N/A

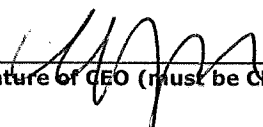
Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.


8/5/21

Signature of CEO (must be CEO's signature; designee may not sign) _____ Date _____

<p>Mail or fax to:</p> <p>Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032</p>	<p>No attachments required.</p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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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 *TP*
Date: August 17, 2021

ITEM DESCRIPTION: Approval of Raffle Permit at Queen of Peace Parish

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 21-38, A RESOLUTION APPROVING EXEMPT PERMIT TO CONDUCT A BINGO AND RAFFLE EVENT AT QUEEN OF PEACE PARISH.**

Background/Overview

The City has received an Exempt Permit application from Queen of Peace Parish for their annual bingo and raffle event to be held on October 16 and 17, 2021 at Queen of Peace Parish, 102 - 4th Street. The application must first be approved by the City before submission to the Minnesota Gambling Control Board for final approval and permit issuance.

Policy Objectives

Approval of application by local community is required under MN Statutes.

Financial/Budget/Grant Considerations

There is no cost to the City regarding the approval of the application nor does the City retain any fees for its consideration.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Resolution No. 21-38
- LG220 Application for Exempt Permit

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Queen of Peace PARISH Previous Gambling Permit Number: X-04657-21-034

Minnesota Tax ID Number, if any: 2976131 Federal Employer ID Number (FEIN), if any: 41-0721655

Mailing Address: 102 4th St

City: Cloquet State: MN Zip: 55720 County: CARLTON

Name of Chief Executive Officer (CEO): FR. NICHOLAS NELSON

CEO Daytime Phone: 218-829-26793 CEO Email: FR.NICHOLAS.NELSON@DULUTHCATHOLIC.ORG
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): LEN. ROBINSON @ DULUTHCATHOLIC.ORG

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Queen of Peace Parish

Physical Address (do not use P.O. box): 102 4th St

Check one:
 City: Cloquet Zip: 55720 County: CARLTON
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): OCTOBER 16, 17, 2021

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin-top: 20px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p>
--	---

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Jason Robinson J. Nelson* Date: 7/16/21

(Signature must be CEO's signature; designee may not sign)

Print Name: _____

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.

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

RESOLUTION NO. 21-38

**A RESOLUTION APPROVING EXEMPT PERMIT
TO CONDUCT A RAFFLE EVENT
AT QUEEN OF PEACE PARISH**

WHEREAS, The City of Cloquet received an application from Queen of Peace Parish, 102 - 4th Street, for an Exempt Permit to conduct a raffle event on October 16 and 17, 2021, at Queen of Peace Parish, 102 4th Street.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City Council has reviewed the application from Queen of Peace Parish, 102 - 4th Street, for an Exempt Permit to conduct a bingo and raffle event on October 17 and 18, 2021 at Queen of Peace Parish, 102 - 4th Street, and has no objection to the Minnesota Gambling Control Board's issuance of such permit.

BE IT FURTHER RESOLVED, That the Cloquet City Council hereby waives the normally required thirty day waiting period for the issuance of said permit.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 17TH DAY OF AUGUST 2021.

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

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

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PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 17TH DAY OF AUGUST 2021.

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

I, Tim Peterson, City Administrator of the City of Cloquet, MN, hereby certify that the above is a true and exact copy of the resolution dated August 17, 2021, original of which is on file and of record in my office.

Witness my hand and the official seal of the said City this 17th day of August 2021.

City Administrator, City of Cloquet, MN



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 17, 2021

ITEM DESCRIPTION: Approval of New Therapeutic Massage Therapist License

Proposed Action

Staff recommends the City Council move to approve the Therapeutic Massage Therapist license for Nicole Milewski, effective September 1, 2021.

Background/Overview

The City has received an application from Nicole Milewski for a new Therapeutic Massage Therapist license operating as a mobile massage therapist for clients in nursing homes, assisted living facilities and in homes of clients who are homebound.

Policy Objectives

Approval of a Therapeutic Massage Therapist license is required under Section 6.9 of the Municipal Code. There is no limit on the number of licenses issued in any one year. Ms. Milewski has submitted the appropriate paperwork and a background check has been completed.

Financial/Budget/Grant Considerations

The City's fee schedule requires a \$50 fee for the therapist license and \$100 for the background check. The applicant has paid all fees.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application



**APPLICATION FOR THERAPEUTIC MASSAGE
 THERAPIST LICENSE**

This application, all required documentation and fees must be submitted by any person desiring to obtain a license to practice therapeutic massage within the City of Cloquet, MN.

APPLICANT INFORMATION		
Name: First	Full Middle	Last
Nicole	Maria	Milewski
Current Address: Street / City / State / Zip Code		
Moorhead Rd		
E-mail address: (if applicable)		
Home Phone:	Cell Phone:	Work Phone:
Date of Birth:	Social Security Number:	
12-18		

BUSINESS INFORMATION		
Business where Massage Therapy Services will be conducted: <input type="checkbox"/> Business <input type="checkbox"/> *Residence		
*A Therapeutic Massage Therapist License will only be issued to a person at a residence which is properly zoned and/or meets the zoning requirements for such location as may be required by the City. For zoning verification, contact the Cloquet Zoning Department at (218) 879-2507 prior to submitting your application.		
Business Name:	Manager of Business:	
Soul Balance Massage & Bodywork	Nicole Milewski	
Business Street Address:		
1551 Moorhead Rd		
Phone Number:	Alternate Number:	
218-341-6725		
Owner of Business:		
Nicole Milewski		
Owner's Residence Address: Street / City / State / Zip Code		
Cloquet, MN 55720		
Home Phone:	Cell Phone:	Work Phone:
E-mail address: (if applicable)		
Property Parcel ID Number:	Property Complete Legal Description:	
NA	NA	

FINANCIAL INFORMATION	
Real Estate Taxes on property to be licensed are:	<input type="checkbox"/> Paid current <input type="checkbox"/> Delinquent
Are there any financial claims to the City of Cloquet owed by the applicant /property owner?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If there are current financial claims owed to the City of Cloquet, please state the amount(s) and type of claim:

Responsible Party:	Amount:	Type of claim (i.e., utilities, etc.)
Responsible Party:	Amount:	Type of claim (i.e., utilities, etc.)

ADDITIONAL INFORMATION
(attach additional sheets as necessary)

Have you ever applied for or held a license to conduct a similar activity in any other City or State? Yes No

If yes, please provide details; description, date and location:

Duluth - September 2010

Have you ever been denied a license to conduct a similar or like activity or had such licenses suspended, revoked or canceled in any City/State, including Cloquet? Yes No

If yes, please provide details; description, date and location:

List all names, nicknames and aliases by which you have been known:

Nude Morrow

List addresses at which you have lived during the preceding five years. Begin with present or last address and work back. Attach additional sheets if necessary.

Street / City / State / Zip Code

Dates at Address:

11-20-20- Present

Street / City / State / Zip Code

30 Anabaw Dr - Duluth, MN 55810

Dates at Address:

March 2010 - November 2020

Name, location and type of every business or occupation you have been engaged in during the preceding five years. Begin with present or last occupation and work back. Attach additional sheets if necessary.

Business or Occupation:

Blackwoods Grill & Bar

City / State / Zip Code

195 US-2 Proctor, MN

Dates at Address:

2010 - 2021

Business or Occupation:

L & M Market Research (work from home)

City / State / Zip Code

Dates at Address:

2015 - 2017

Business or Occupation:

City / State / Zip Code

Dates at Address:

I HEREBY UNDERSTAND AND AGREE THAT:

1. Information revealed herein for a Therapeutic Massage Therapist License in the City of Cloquet will be handled by the City in accordance with federal and state laws regarding privacy of criminal records.
2. A criminal conviction will not bar an applicant from obtaining a Therapeutic Massage Therapist License with the City of Cloquet unless such conviction is directly related to the occupation for which the license is sought, according to Minnesota Statutes §364.03.
3. Failure to reveal a criminal conviction will be considered falsification of the application and may be used as grounds for denial of the license.

(I) do hereby swear that I have submitted all of the required documentation as listed above and that the answers in this application are true and correct to the best of my knowledge. I do authorize the City of Cloquet, its agents, and employees, to obtain any necessary information and to conduct an investigation, if necessary, into the truth of the statements set forth in this application and my qualifications for this license. I do understand that providing false information shall be grounds for denial of my license.


8-11-21

 Signature of Applicant Date

Print Name Nicole Marie Mitewski
First Middle Last

SEND FUTURE APPLICATION RENEWALS TO: Residence Address Business Address

FOR CITY USE ONLY: (When applicable)				
	Signature:	Approved:	Denied:	Date:
Planning:				
Police Chief:				
Fire Dept.:				
Finance Director:				
City Administrator:				

MINNESOTA BUSINESS TAX IDENTIFICATION LAW

Pursuant to Minnesota Statute 270C.72 (Tax Clearance; Issuance of Licenses), Subd. 4. The licensing authority is required to provide the Minnesota Commissioner of Revenue your business tax identification number and social security number of each license applicant. Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest.
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Agreement, the Department of Revenue may supply this information to the Internal Revenue Service.
3. Failure to supply this information may jeopardize or delay the processing of your licensing issuance or renewal application.

License Type: Therapeutic Massage Therapist License

Please supply the following information and return along with your application to the City of Cloquet.

APPLICANT INFORMATION		
Name: First Nicole	Full Middle Marie	Last Milewski
Current Address:		
City: Cloquet	State: MN	Zip Code: 55720
Social Security Number:		

MESSAGE THERAPY BUSINESS INFORMATION		
Business Name: Soul Balance Massage and Bodywork		
Business Address: 1551 Moorhead Rd		
City: Cloquet	State: MN	Zip Code: 55720

TAX IDENTIFICATION NUMBERS	
Federal Tax Identification Number:	87-2128469
Minnesota Tax Identification Number:	

Signature: _____

Date: _____

Cortiva Institute

The Administration of
the Cortiva Institute Joliet Campus
does hereby declare that

Nicole Milewski

has completed the 750 clock hour
Professional Massage Therapy Program

Given on the Eleventh day of October, Two Thousand Fifteen




CAMPUS PRESIDENT/DIRECTOR




DIRECTOR OF EDUCATION/EDUCATION MANAGER



100% Attendance Award

is presented to

Nicole Milewski

Cortiva Institute - Joliet
School of Massage Therapy

October 11, 2015

Patricia Vater

Patricia Vater
Campus Director


Steiner Education Group

The Administration of the
Cortiva Institute
recognizes

Nicole Milewski

For achieving Honor Roll for the August 2015 term

Given on the Twenty-First day of October, Two Thousand Fifteen


EDUCATION MANAGER




REGISTRAR



Certificate of Insurance

AMTA Member ID#: 1371825

Nicole Milewski

Cloquet, MN 55720

AMTA Member Classification: PROF

Enrolled Member Effective Date: 08/01/2021 - 07/31/2022

Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services.

Administered By:

Healthcare Providers Service Organization
Affinity Insurance Services, Inc.
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034

Insurance Company:

Columbia Casualty Company
A CNA Company

TYPE OF INSURANCE	MASTER POLICY NUMBER	LIMITS (per enrolled member)
Professional Liability Occurrence Coverage	0289955556	\$2,000,000 each claim / \$6,000,000 aggregate <small>Subject to the Master Policy Aggregate</small>

Coverage is afforded to AMTA Members for a period of 12 months concurrent with the Enrolled Member Effective Date or until membership is terminated or expires. Student Enrolled membership expires on the last day of the month in which the Student Enrolled Member graduates. No coverage is afforded to Student Enrolled Members for providing massage therapy services outside of school sanctioned and directed activities. If the AMTA Master Policy is non-renewed or cancelled, the AMTA Member's coverage under this policy will terminate upon the expiration of the Enrolled Member Effective Date and will not be renewed. The Master Policy Aggregate may be reduced by claims paid on behalf of other insureds.

ADDITIONAL COVERAGES (Included in Professional Liability Limits specified above)

- | | |
|---|---|
| <ul style="list-style-type: none"> • General Liability • Products Liability • Host Liquor Liability • Personal Injury Liability | <ul style="list-style-type: none"> • Good Samaritan Liability • Malplacement Liability • Fire & Water Legal Liability (subject to \$100,000 sub limit) |
|---|---|

COVERAGE EXTENSIONS	COVERAGE EXTENSION LIMITS
<ul style="list-style-type: none"> • License Protection • Defendant Expense Benefit • Deposition Representation • Assault (excluding Texas) • Medical Payments • First Aid • Information Privacy Coverage (HIPAA) 	<ul style="list-style-type: none"> \$10,000 per proceeding / \$25,000 aggregate \$10,000 aggregate \$2,500 per deposition / \$5,000 aggregate \$10,000 per incident / \$25,000 aggregate \$2,000 per person / \$100,000 aggregate \$2,500 aggregate \$25,000 aggregate

This material is intended to provide a general overview of the products and services offered. Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services. Only the policy can provide the actual terms, coverage amounts, conditions and exclusions.

Please contact HPSO at 1-888-253-1474 directly for a free copy of the complete policy.



Rev. 2/2021

AMTA Coverage

AMTA Members are covered for professional services for which the enrolled member is licensed, certified, accredited or professionally trained to perform as a massage therapist. Student Enrolled members are covered only for those services for which the Student Enrolled Member is professionally trained to perform while engaged in school sanctioned and directed activities. If an enrolled member practices in an jurisdiction which governs massage therapy services, then massage therapy services means those services for which the enrolled member is licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the governmental regulatory agency responsible for maintaining the standards of the profession of massage therapy. Professional services also mean the enrolled member's massage therapy services while acting as a member of a formal accreditation, standards review, or similar professional board or committee, including the directives of such board or committee.

As a AMTA enrolled member covered by the AMTA insurance program, enrolled members are responsible for and expected at all times to be familiar and current with all laws, regulations, etc. in their state of practice that govern their profession as a massage therapist.

Modality Exclusions

Any acts, error or omissions involving the activities designated below are excluded. This list is subject to review and change by AMTA.

Colon hydrotherapy, nutritional or dietary counseling, personal training, pilates, religious healing, procedures that use fire, cupping therapy with use of heat, ear candling, saunas, sun training treatments other than topical tanning lotions or sprays, procedures which penetrate the skin or body cavities either manually or with other methods of intrusion other than manual soft tissue manipulation of the oral or nasal cavities.

Diagnosis, prescription, or service in the capacity of any other profession or branch of healthcare or medicine for which a license to practice is required by law including chiropractic, dentistry, dermatology, naprapathy, naturopathy, nursing, orthopedics, osteopathy, physical therapy, podiatric, psychiatry, psychology and psychotherapy.

Additional Information

An AMTA membership card in conjunction with this notice should serve as acceptable evidence of insurance to anyone requesting proof of your professional liability coverage. If you have any additional questions concerning the AMTA Professional Liability Insurance Plan, please call our insurance administrator, HPSO, toll-free at 1-888-253-1474. We are dedicated to giving you the best service possible and thank you for the opportunity to provide this insurance and membership to you. Please also feel free to call AMTA with questions or comments.

Reporting claims

Please call HPSO toll-free at 1-888-253-1474 for claim reporting procedures or refer to the AMTA Professional Liability Benefits Guide.

Additional Insured Requests

Please call HPSO toll-free at 1-888-253-1474 for additional insured requests.

This program is underwritten by Columbia Casualty Company, a CNA company and is offered through the Healthcare Providers Service Organization Risk Purchasing Group. This material is intend to provide a general overview of the products and services offered. Only the policy can provide the actual terms, coverage amounts, conditions and exclusions.



Healthcare Provider Service Organization (HPSO) is a division of Affinity Insurance Services, Inc., in CA (License #0795465), MN and OK, AIS Affinity Insurance Agency and NY, AIS Affinity Insurance Agency.



CLOQUET POLICE DEPARTMENT

Derek W. Randall
Chief of Police

101 14th STREET
CLOQUET, MINNESOTA 55720-1799
records@cloquetmn.gov

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Derek Randall, Chief of Police
Reviewed By: Tim Peterson, City Administrator *TRP*
Date: August 11, 2021

Item Description: Appointment of Police Officer

Proposed Action

Staff recommends the City Council move to approve the probationary appointment of Megan Conley to the position of Police Officer.

Background/Overview

The 2021 budget includes approved funding for a total of 24 Police Officers. These staffing levels are consistent with the 2014 Law Enforcement Analysis of the Cloquet Police Department by the Upper Midwest Community Policing Institute, in conjunction with the Minnesota Chiefs of Police Association's identified best practices and optimum staffing levels to provide and manage police services. The latest Novak Consulting firm's 2019 assessment of the department also supports this staffing number.

Currently, active department staffing is at 21 sworn officers of the established 24. We have two commanders, four patrol sergeants, one full-time detective, an "officer in investigations" position, one K-9 handler, one School Resource Officer, and ten patrol officers. (We are currently still two officers short and have a job posting pending for the vacancies.)

The shortage of sworn personnel has created challenges at the department regarding appropriate staffing levels, budgetary issues related to shift-replacement overtime, and available staff to keep up with the administrative duties.

In April 2021, we began the hiring process. The process included a pre-screening questionnaire, a written exam, and oral interviews. After those steps, the background investigation, physical exam, psychological exam, and fitness test process were conducted on the top candidates.

Mrs. Conley has completed the required medical and psychological assessment and has been recommended for employment.

After hiring, all new officers are required to complete three months of field training and have a one-year probationary period.

To Mayor and Council
Police Officer Hiring
August 17, 2021
Page 2

Candidate Background

Megan Conley was born and raised in Marinette, Wisconsin. She attended Winona State University where she volunteered with the Winona police reserves and was a mentor with the restorative justice program. Megan graduated in May 2021 with a bachelor's degree in criminal justice, law enforcement, and a double minor in child advocacy and ethnic conflicts studies. She attended Hibbing Community College for her POST Skills accreditation.

Megan stays active by playing hockey and tennis and enjoys fishing and gardening. She is looking forward to being a part of the Cloquet community and serving its citizens

Police Objectives

The hiring of this position is consistent with previous actions of the City Council. It will allow the Police Department to continue to provide a full level of service to our community by maintaining adequate staffing levels.

Financial/Budget/Grant Considerations

No other financial implications to the City as the positions are included in the 2021 budget.

Advisory Committee/Commission Action

The Police Citizen Advisory Board assisted the administration with the creation of the current eligibility list.

Supporting Documentation Attached

None.



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Tim Peterson, City Administrator
Date: August 17, 2021

ITEM DESCRIPTION: Cooperative Hockey Lease Agreement

Proposed Action

Staff recommends that the City Council does not approve the revised Cooperative Hockey Lease Agreement between the City of Cloquet and the Cloquet School District.

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 Cloquet School District, however it was never considered by city staff during negotiations. Over the course of joint meetings, each entity only discussed three year lease terms. Entering into a one-year agreement will put the school district into a different schedule than other lease holders. The district hopes to continue conversations surrounding the larger picture of cost sharing throughout the facility over the next year and revisit the lease in 2022.

Staff perspective throughout negotiations has been simple – cover planned operating expenses through the three lease holders. We have not asked for capital funds, and we have not asked for anyone to cover surprise costs that seem to occur most years. Even with negotiated increases with each leaseholder, budgets reflect ongoing losses. Staff believes the impact of operating losses should not be a burden paid for by the City tax levy. We also believe that a one-year lease will not allow us to plan our future budgets appropriately, as the desire to shift overall costs is something that has only very recently been brought up.

It is with this in mind, staff requests that the City Council does not approve this lease and requests a minimum of a two-year lease.

Supporting Documentation

- Cooperative Hockey Lease Agreement

Tim Peterson

From: Michael Cary <mcary@isd94.org>
Sent: Thursday, August 12, 2021 2:08 PM
To: Tim Peterson
Subject: Hockey Lease Agreement
Attachments: Hockey Arena Lease 2021-22.pdf

Tim,
Our school board approved a 1-year lease agreement for the hockey arena at our meeting on August 9th. The 1 year agreement attached is for the amount as was listed in the first year of the 3 year agreement which you shared with us, which amounts to a 3% increase from the previous year. It's the desire of our Board to have discussion regarding the history of the agreement, the financials of operating the arena, and how that applies to the amount being proposed to the district before agreeing to an extension beyond this year.

Dr. Michael Cary, Superintendent
Cloquet Public Schools
(218) 879-6721
mcary@isd94.org

Cooperative Hockey Lease Agreement

Agreement, made and entered into this _____ day of August, 2021, by and among the City the City of Cloquet, a political subdivision of the State of Minnesota, herein called "City," and Independent School District No. 94, a public corporation and political subdivision of the State of Minnesota, herein called "District."

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 parties hereto under terms and conditions of a lease dated July 1, 1979, with extensions dated October 27, 1981; October 23, 1984; June 23, 1992; March 8, 1994; July 1, 2004; May 27, 2008; June 22, 2009; September 28, 2012; November 23, 2015; and May 29, 2018, operated a skating rink and arena on the above-described real estate.
3. That 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 recreational program for the area youth.
4. 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 District for recreation programs, school programs, Cloquet Area Hockey Association programs, open skating programs, 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 of a recreation program and improvement and maintenance of the present facility.
5. 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 the current lease **set to expire June 30, 2022**, and enter into a new hockey and recreation lease agreement.
6. The City has, pursuant to the Agreement between the City and the Cloquet Area Hockey Association, constructed on the above-described real property an ice arena.
7. 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 modifying the existing structure.
8. 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 District will be modified 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.
9. The parties hereto desire to enter into a lease and recreation 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 one (1) year commencing July 1, 2021, and terminating June 30, 2022.
 - a. This lease, on its effective date, supersedes and cancels the original lease dated July 1, 1975, and any of the extensions.

b. Should any other facility lease be terminated within this lease agreement, both parties agree to meet and review the terms of the Cooperative Lease Agreement.

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

Hockey Lease – Boys' and Girls' Varsity and Junior Varsity (One Year)

January 1, 2022 \$ 138,808

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.

4. Use of Facility by District. The use of the above-described facility shall be made available to the District annually during the hockey season as defined by the Minnesota State High School League. The programs for which said facility may be used shall include, but not be limited to, the following:

a. District Hockey Program:

- i. The facility shall be available for a period of three (3) hours per day for Boy's and three (3) hours per day for Girls', for a total of six hours per day, five days per week with Saturdays at one and three-fourths hours ($1\frac{3}{4}$) for Boys' and one and three-fourths ($1\frac{3}{4}$) for Girls', for a total of three and one-half ($3\frac{1}{2}$) hours of practice by the District Hockey Program participants. The period, Monday through Friday, shall be from Three-thirty p.m. until six-thirty p.m. (3:30 p.m. – 6:30 p.m.) on school days, with Saturday times to be arranged. All ice time shall be scheduled equitably.
- ii. The facility shall be available for purposes of playing regularly scheduled games according to the District Hockey Program schedule. The facility will be cleared for game preparation at least $\frac{1}{2}$ hour before the scheduled game time. If the District has scheduled more than one game on a weekend (Friday/Saturday) and the rink manager sees a conflict in weekend tournament schedules with the CAHA youth teams, the rink manager and District's activities director will collaborate to resolve the schedules. The District's activities director will submit the hockey schedule for the next season by June 1. Any changes to the schedule will be communicated to the rink manager.

b. District Intramural Program: (No cost to District)

- i. The facility shall be available, either for intramural hockey or recreational skating, at times and dates to be scheduled by the City or its assignee and Scheduling Committee.

c. Physical Education Program:

- i. The District may use the facility for purposes of physical education classes during school hours, for skating related or appropriate physical education activities. Specific times and dates shall be scheduled by the City or its assignee to avoid scheduling conflicts with other programs.

d. The facility shall further be made available to the District for such other programs, at times and dates to be scheduled jointly with the City or its assignee.

5. Use of Facility for City – District Community Education Program. (No cost to District) The use of the above-described facility shall be made available to the Community Education Program in the amount of one (1) hour per week throughout the calendar year. Such programs include, but are not limited to, figure skating and programs for senior citizens. The dates and times shall be scheduled by the City or its assignee.

6. Combined Use of Facility By Cloquet Area Hockey Association, Wilderness Hockey, and City. (No cost to District) The use of the above-described facility shall be made available during the ice season for the implementation of existing youth hockey programs and 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. Modifications as per paragraph seven (7).
- b. The care and maintenance of the ice in said facility during each calendar year.
- c. The necessary equipment for the care and maintenance of ice during the calendar year.

- d. Custodial services for the entire building during the term of this Agreement.
 - e. Maintenance of the facility and equipment.
 - f. All utilities during the term of this Agreement.
 - g. Insurance on said facility as below set forth.
8. Additional Responsibilities of District. During games played pursuant to its District Hockey Program Schedule, the District agrees to provide the following:
- a. A minimum of five (5) adults per game to assist with ticket sales and collection, ushering, and door control.
 - b. One (1) scorer per game.
 - c. One (1) announcer-timer per game.
 - d. Liability insurance coverage for spectators and non-participants. This coverage may be limited to provide protection to the District against claims or suits arising out of personal injury to any spectator or non-participant in varsity games, in amounts not less than those specified in Minnesota Statutes, Chapter 466.
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.
10. 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
 - b. Any decision which would go beyond the terms of this Agreement shall, however, be made by the respective Board of Directors, City Council, and School Board of the parties hereto. Should a dispute or controversy arise hereunder, each of the parties shall appoint one (1) arbitrator who shall arbitrate the matter in accordance with the rules of the Minnesota Bureau of Mediation Services, and the decision of the majority thereof shall be final.
11. Insurance-City. The City agrees that, during the term of this Agreement, it will carry liability insurance with an approved insurance company in amounts not less than those specified in Minnesota Statutes, Chapter 466 and casualty insurance with an approved insurance company in such amounts as will cover the replacement value of the facility and related equipment. Such insurance policies shall carry the City and District as named co-insured. The insurance shall not be canceled without consent of the District and the City. Upon its failure to do so, any of the remaining parties shall be entitled, during the term of this Agreement, to purchase such insurance for the benefit of the parties, and to deduct the cost of premiums for same from the monies such party is to pay hereunder. Such insurance shall specifically include the coverage of the structures, contents, and the liquid Freon artificial ice plant, it being the intention of the parties hereto that the payment obligations hereunder shall be contingent upon the continuing availability of artificial ice.
12. Insurance-City and District. The City and District agree that, during the term of this Agreement, they will carry liability insurance in amounts not less than those specified in Minnesota Statutes, Chapter 466, naming the City and each other as named co-insureds.
13. Limitation of Liability. It is agreed by the parties hereto that the obligations of the City and the District 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.
14. Locker Room. The City or its assignee shall provide appropriate maintenance and adequate locker room space for both Boys' and Girls' Hockey teams during the term of this agreement. The District shall have exclusive year-long use of the locker rooms. Request for use by the City or its assignee for other purposes shall have mutual approval of the Head Varsity Hockey Coach and the Superintendent of Schools. Damages beyond normal wear and tear shall be repaired by the District's expense. The "Tobacco Free" Policy shall also be enforced.
15. Damage or Destruction of Facility. In case the above-described facility is damaged or destroyed by any cause against which insurance coverage is carried as set forth herein, the proceeds of such insurance shall be used to repair, restore, or rebuild the facility for use under the terms of this Agreement throughout the remainder of the term hereof. The parties may agree to relocate the structure if they mutually agree to do so in event of total destruction under terms of insurance. Damages beyond normal wear and tear shall be repaired by the District's expense.

**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 **ward thate end and that a satisfactory, continuous** and harmonious relationship will exist between the parties to this Agreement.

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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.

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| 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

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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, at a minimum, to pay a prevailing hourly rate of pay on all work performed on the Project consistent with the Minnesota Prevailing Wage Law, Minn. Stat. 177.41 to Minn. Stat. 177.44, with regard to all work performed on the Project, ~~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.

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Section 10. ~~The All Union 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 to which they are signatories. All other Contractors agree to timely pay all contributions to benefit plans mandated as part of the prevailing wage rate as prescribed by the Minnesota Prevailing Wage Law.~~

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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.

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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.

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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, slow downs 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.

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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 ~~personally or~~ through his or her local union business representative or job steward if a member of a union, 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 employee or 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 Employee, 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 Employee, 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 Employee or 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

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

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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~~ and agrees to become a party to and bound to the foregoing Agreement.

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Attest:

SIGNED FOR THE EMPLOYER:

Dated: _____

Company Name

Company Address

Phone No., Job Site and/or Office

Fax No.

By

Title