



CITY OF CLOQUET

**City Council Agenda
Tuesday, April 5, 2022
City Hall Council Chambers**

**5:15 p.m. Work Session
6:00 p.m. Regular Meeting**

City Council Work Session

- a. Talking Broadband in Cloquet

Regular Meeting

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
 - a. Approval of April 5, 2022 Council Agenda
4. **Approval of Council Minutes.**
 - a. Regular Council Minutes from the March 15, 2022 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 on 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. 22-26, Authorizing the Payment of Bills and Payroll
 - b. New Taxicab License – Ace Taxi of Cloquet



CITY OF CLOQUET

City Council Agenda Tuesday, April 5, 2022 City Hall Council Chambers

7. **Public Hearings**

None

8. **Presentations**

None

8. **Council Business**

- a. Appointments of Assistant Finance Director, Accountant I, and Permit & Accounting Clerk
- b. Appointment of Administrative Police Department Secretary
- c. Resolution No. 22-27, Authorizing Staff to Execute Grant Agreement with the State of Minnesota; and Resolution No. 22-28, Awarding Engineering Services Contract to SEH, Inc.
- d. Ordinance No. 499A, Amending Chapter 17 of the Municipal Code to Allow Child Care Centers in the OM-Office/Manufacturing District – Second Reading

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

- a. Earth Day Clean Up

10. **Adjournment**



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

COUNCIL WORK SESSION

To: Mayor and City Council
From: Holly Hansen, Community Development Director
Reviewed By: Tim Peterson, City Administrator *TP*
Date: April 5, 2022

ITEM DESCRIPTION: **Talking Broadband in Cloquet: Cloquet Broadband Committee Recommendations as a Team of Blandin Foundation's Community Broadband Resources *Accelerate! Program***

Proposed Action

At the April 5th Council Work Session, the Cloquet Broadband Committee will introduce themselves and provide a presentation on the community engagement process they went through to examine broadband gaps in Cloquet, particularly residential gaps. At the conclusion of the presentation, the group will identify their recommended pathway forward.

Background / Overview

As part of their annual goal setting for both 2021 and 2022, the Cloquet EDA both years identified broadband as the top issue to address:

- Goal #1 – Broadband: Improve Residential and Business Networks
Strategy: Facilitate partnerships to improve residential and business broadband service within the City of Cloquet.

Implementation Steps:

1. Complete community broadband survey and evaluate results.
2. Engage with prospective partners on broadband expansion opportunities in Cloquet with strong residential considerations.
3. Engage with current providers on future improvement plans in Cloquet.
4. Consider using/leveraging Cloquet ARPA funding towards identified new broadband partner to conduct an Engineering Study for the City for expansion of broadband and identifying costs.
5. Consider using/leveraging Cloquet ARPA funding towards grant funding for residentially under and unserved areas in the City with new broadband partner or existing provider.
6. Hold a Broadband Community Meeting and move forward on opportunities and pathways for improvements.

During the spring of 2021, the Cloquet EDA sought technical assistance support from the Blandin Foundation, facilitated by Bill Coleman of Community Technology Advisors. The committee launched a July 2021 Cloquet Broadband survey yielding 192 responses. Then in September 2021, the City of Cloquet was invited to apply to Blandin Foundation's Community Broadband

To Mayor and Council
Broadband in Cloquet
April 5, 2022
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Resources *Accelerate! Program* which is a detailed Community Engagement process over 15 weeks that entailed of two-hour weekly Friday meetings plus weekly homework assignments designed to help communities “Slow Down, to Speed Up” to identify true broadband needs. The Cloquet EDA supported the formation of a local Cloquet Broadband Committee comprised of technology experts from local agencies/businesses and resident representation. In January 2022, Cloquet relaunched the same broadband survey and yielded another 491 surveys bringing the total to 683 surveys. The Committee will share their findings with the Council.

Financial/Budget/Grant Considerations

The Council has earmarked \$300,000 in ARPA towards broadband. Efforts and recommendations by the Cloquet Broadband Committee are to begin work immediately partnering, with their identified broadband provider on state and federal grant applications to close service gaps within the City of Cloquet and leverage funding to provide affordable, reliable, high speed internet options in Cloquet.

Advisory/Committee Action

The Cloquet Broadband Committee, a subcommittee formed at the direction of the Cloquet EDA, will provide broadband provider recommendations to the Council at the meeting via a presentation and will be happy to answer any questions.

Supporting Documentation Attached

- None

Cloquet Council Chambers
6:00 P.M. March 15, 2022

Regular Meeting

Roll Call

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

Councilors Absent: None

Pledge of Allegiance

AGENDA

MOTION: Councilor Lamb moved and Councilor Swanson seconded the motion to approve the March 15, 2022 agenda. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Carlson moved and Councilor Wilkinson seconded the motion to approve the Regular Meeting minutes of March 1, 2022 as presented. The motion carried unanimously (7-0).

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

MOTION: Councilor Swanson moved and Councilor Lamb seconded the motion to adopt the Consent Agenda of March 15, 2022, approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 22-19, Authorizing the Payment of Bills
- b. Ordinance No. 499A, Amending Chapter 17 of the Municipal Code to Allow Child Care Centers in the OM-Office/Manufacturing District – First Reading
- c. Resolution No. 22-20, Approving the Conditional Use Permit for Carlton County for Outside Storage in the Farm Residential District
- d. Resolution No. 22-21, Approving the Conditional Use Permit for Aaron Young for Apartments in the City Center District
- e. Old Main Street Closure Request – Northeastern Hotel, Saloon & Grille
- f. Approval of Temporary On-Sale Liquor License – Queen of Peace School

PUBLIC HEARINGS

Mayor Maki announced that now is the time and place for the public hearing to consider public comments related to the initiation of city acquisition by condemnation of 915 Cloquet Avenue/Solem Hotel.

MOTION: Councilor Kolodge moved and Councilor Jaakola seconded the motion to open the public hearing. The motion carried unanimously (7-0). The time is 6:11 p.m.

Community Development Director Holly Hansen read an email received David Guckenberger, grandson of the original Solem Hotel owners, encouraging the redevelopment of the building.

Hearing no further comments, the public hearing was closed.

MOTION: Councilor Wilkinson moved and Councilor Carlson seconded the motion to close the public hearing. The motion was carried unanimously (7-0). The time is 6:12 p.m.

MOTION: Councilor Swanson moved and Councilor Lamb seconded the motion to adopt **RESOLUTION NO. 22-22, ADDING A CONTINGENCY FOR INSPECTION/ANALYSIS BY A STRUCTURAL ENGINEER TO ANY**

PURCHASE AGREEMENT FOR 915 CLOQUET AVENUE. The motion carried unanimously (7-0).

WHEREAS, in accordance with Resolution No. 21-79 passed on December 21, 2021, the City approved the acquisition of 915 Cloquet Avenue (“Property”) by direct purchase through good faith negotiation (pursuant to Minn. Stat. § 117.036) for no more than the appraised value (plus costs pursuant to Minn. Stat. § 117.232) unless further approved by this Council, or if an agreement cannot be reached, by condemnation through the exercise of the City’s power of Eminent Domain subject to further approval following a public hearing on March 15, 2022 at 6:00 p.m.

WHEREAS, in accordance with Resolution No. 22-16 passed on March 1, 2022, the City authorized the EDA to determine further good faith offers for negotiations with Felipe A. Mata and the Estate of Carlos G. Villareal without requiring further approval from the City Council.

WHEREAS, Felipe Mata has made a counteroffer for the purchase of the Property of \$192,800.00, which is equal to the tax assessed value as determined by the County, and indicates he is ready to proceed with demolition if the City does not accept his offer.

WHEREAS, EDA staff, following a discussion by the EDA Board, believes that any further offer for the purchase of the Solem Hotel property at 915 Cloquet Avenue, as determined by the EDA as authorized by the City Council, which is greater than the City’s appraised value of \$8,000, should be contingent upon a determination that the building is structurally sound, following an inspection and analysis by a structural engineer.

WHEREAS, EDA staff further believes that such contingency should be made a part of any purchase agreement for the purchase of the Property from the owners, and that the costs for such analysis should come out of EDA funds designated for this project if so ordered by the City Council.

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

1. The City declines to accept Felipe Mata’s offer of \$192,800.00 as unreasonable in light of the City’s appraisal of \$8,000.00 and relies on the EDA to determine an appropriate counteroffer.
2. The City hereby orders the EDA to make any further counteroffer and purchase agreement for the Solem Hotel property at 915 Cloquet Avenue contingent upon a determination that the building is structurally sound, following an inspection and analysis by a structural engineer, and that the costs for such analysis would come out of EDA funds designated for this project.
3. The City Attorney working with the City Administrator and Community Development Director are authorized to proceed with the preparation of all documents and the taking of all actions necessary for negotiating the purchase price, confirming said price as hereafter approved by the EDA, and preparing a purchase agreement.

PRESENTATIONS

- a. Mayor’s Proclamation – Arbor Day

APPOINTMENT TO PARK COMMISSION

MOTION: Councilor Kolodge moved and Councilor Carlson seconded the motion to appoint Matthew Collins to the Parks Commission to fill a vacancy with a term expiring December 31, 2022. The motion carried unanimously (7-0).

INTENT TO REIMBUSE EXPENDITURES FROM PROCEEDS OF BONDS ISSUED FOR 2022 STREET AND UTILITY PROJECTS

MOTION: Councilor Wilkinson moved and Councilor Lamb seconded the motion to approve **RESOLUTION NO. 22-24, DECLARING THE OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE CITY FOR 2022 STREET AND UTILITY PROJECTS.** The motion carried unanimously (7-0).

POLICE DEPARTMENT VEHICLE

MOTION: Councilor Jaakola moved and Councilor Lamb seconded the motion to approve the purchase of one 2022 Ford Interceptor SUV for a purchase price of \$32,468.38 in 2022. The motion carried unanimously (7-0).

MINNESOTA MAIN STREETS AS A NETWORK COMMUNITY FOR 2022

MOTION: Councilor Lamb moved and Councilor Kolodge seconded the motion to authorize the City to join Minnesota Main Streets as a Network Community for 2022. The motion carried unanimously (7-0).

WHEREAS, Minnesota Main Streets by RETHOS is recognized by Main Street America as the official statewide coordinating program in Minnesota. This project has been financed in part with funds provided by the State of Minnesota from the arts and Cultural Heritage Fund through the Minnesota Historical Society.

WHEREAS, the City's 2007 Comprehensive Plan recognizes the policy importance of preservation and restoration of historic places and the City's 2009 Zoning Ordinance provides historically sensitive design guidelines for structures and sites.

WHEREAS, the City Council adopted 2017 Downtown Cloquet Revitalization Strategy's vision is to: Revitalize Downtown Cloquet as a vibrant mainstreet with strong connectivity between the Historic West End Business District, Cloquet Avenue Business District, and St. Louis Riverfront Parks corridor. The plan provides a framework of concepts, policies, and action steps to guide decision making for local boards to improve the economic vitality of Downtown Cloquet. Downtown objectives for Cloquet include:

- embracing strong pride in local history
- offering quality gathering places
- providing retail attractions
- providing economically vibrant business destinations
- offering quality housing options
- enhancing downtown district visibility and aesthetic improvements
- Supporting and promoting Downtown Cloquet with businesses and community partners

WHEREAS, the Cloquet Economic Development Authority's annual work plan for 2022 identifies the goal of downtown revitalization with the strategy to increase the number and variety of restaurants, breweries/cideries/taprooms etc., retail, office, commercial, and housing mixed-use destinations to maintain Downtown as a vibrant destination and place of commerce. Work to implement the 2017 Downtown Cloquet Revitalization Strategy with detailed recommendations for the Cloquet Avenue and Historic West End Districts.

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

1. The City hereby authorizes the submission of the attached Network Community application to Minnesota Main Streets for 2022.

ACCEPTANCE OF DONATION FROM THE FRIENDS OF CLOQUET PARKS

MOTION: Councilor Jaakola moved and Councilor Swanson seconded the motion to accept a \$1,000 donation from the Friends of Cloquet Parks for construction of Phase III of the Pine Valley single track trail. The motion carried unanimously (7-0).

HIGHWAY 33 REDUCED CONFLICT INTERSECTION BIDS

MOTION: Councilor Wilkinson moved and Councilor Lamb seconded the motion to approve **RESOLUTION NO. 22-25, AUTHORIZING AWARD FOR SAP 112-010-005**. The motion carried unanimously (7-0).

WHEREAS, A resolution of the Council adopted on January 4, 2022, authorized advertising the project for bid.

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

No.	Bidder	Total
1	KGM Contractors, Inc.	\$ 1,192,676.02
2	Northland Constructors of Duluth, Inc.	\$ 1,196,350.00
3	Veit & Company, Inc.	\$ 1,243,733.00
4	KTM Paving	\$ 1,248,800.00
5	Ulland Brothers, Inc.	\$ 1,298,200.00
	Engineer's Estimate	\$ 1,117,007.88

AND WHEREAS, The apparent low bid from KGM Contractors, Inc. was found to meet the minimum bid requirements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the bid from KGM Contractors, Inc. in the amount of \$1,192,676.02 is hereby accepted for SAP 112-010-005.

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

Councilor Swanson commented he appreciates the work of the city staff and members of boards and commissions.

City Administrator Peterson stated the city will be seeking members for the Landfill Host Community Fees Trust Fund Committee for the purpose of distributing fees from the trust fund. The Council will appoint three members. Once the funds have been depleted, the committee will dissolve.

ADJOURNMENT

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

Tim Peterson, City Administrator



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council *MP*
From: Mary Kay Hohensee-Mayer, Assistant Finance Director
Reviewed by: Tim Peterson, City Administrator *TP*
Date: April 5, 2022

ITEM DESCRIPTION: Payment of Bills and Payroll

Proposed Action

Staff recommends the Council move to adopt **RESOLUTION NO. 22-26, A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND PAYROLL.**

Background/Overview

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

Policy Objectives

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

Financial/Budget/Grant Considerations

See resolution for amounts charged to each individual fund.

Advisory Committee/Commission Action

Not applicable.

Supporting Documents Attached

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

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

RESOLUTION NO. 22-26

A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND PAYROLL

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

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

101	General Fund	\$	528,713.60
202	Federal CDBG Loan (EDA)		165.04
231	Public Works Reserve		22,916.82
600	Water - Lake Superior Waterline		53,019.78
601	Water - In Town		68,870.78
602	Sewer Fund		112,533.54
614	Cable Television		16,900.00
701	Employee Severance		150.45
	TOTAL:	\$	803,270.01

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 5TH DAY OF APRIL, 2022.**

ATTEST:

Roger Maki, Mayor

Tim Peterson, City Administrator

DATE: 03/31/2022
TIME: 10:12:54
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
110850	ABCO PLUMBING & HEATING, INC	0.00	14,300.00
110902	GRACE HOLDINGS LLC	0.00	5,149.46
113650	AMAZON.COM CREDIT	3,901.41	756.53
118600	APPLIED INDUSTRIAL TECH.	0.00	178.55
121000	ARROWHEAD SPRINGS INC	266.00	181.00
122958	AUTO ZONE, INC.	0.00	271.88
123150	B W DISTRIBUTING	579.98	185.98
123400	BAKER & TAYLOR	4,905.11	1,619.99
125900	BEST SERVICE	840.50	195.00
129200	BSN SPORTS LLC	0.00	270.96
134000	CARLTON COUNTY HIGHWAY DEPT	4,746.63	2,647.27
134300	CARLTON COUNTY RECORDER	138.00	138.00
136850	CENTER POINT LARGE PRINT	272.04	136.02
137310	CENTURY LINK	1,880.87	253.25
137340	CHAMBERLAIN OIL CO., INC.	1,348.47	704.20
139025	CINTAS	1,028.74	399.82
139030	CINTAS CORPORATION NO 2	2,802.33	811.91
140100	CLOQUET AUTOMOTIVE	2,899.46	2,239.16
142100	CLOQUET MAIL STATION	126.83	49.92
142800	CLOQUET SANITARY SERVICE	4,237.95	110.88
142950	CLOQUET SHAW MEMORIAL	21.60	15.05
145300	COMMUNITY PRINTING	5,196.95	164.50
147050	CONSOLIDATED TELEPHONE COMPANY	6,729.11	3,402.41
147600	EXELON CORPORATION	7,950.24	2,797.86
148800	CROW GOEBEL VETERINARY CLINIC	8,219.72	602.61
149865	COMPUTER WORLD INC	23,871.26	43.75
150100	D A L C O	1,489.98	175.50
152485	DEAD ON ARMS INC	1,284.78	162.50
152775	DELTA DENTAL OF MINNESOTA	10,289.40	3,500.13
161675	EMC NATIONAL LIFE	5,227.48	1,322.51
165375	FERGUSON WATERWORKS #2516	1,369.40	117.14
166625	FIRST AID CORP	519.97	369.00
169180	FORCE AMERICA DISTRIBUTING LLC	312.96	1,097.86
170975	FRIENDS OF THE CLOQUET LIBRARY	60.69	10.50
171100	FRYBERGER, BUCHANAN, SMITH &	42,232.69	11,442.75
171800	GALE/CENGAGE LEARNING	119.19	253.26
172300	GARTNER REFRIGERATION COMPANY	5,992.77	3,198.17
175700	GRAINGER	3,671.57	542.89
180000	GENE HANSMEYER	10,400.00	4,000.00
180500	HAWKINS INC	20,774.57	7,588.34
183075	RILEIGHS OUTDOOR LLC	599.80	149.15
185850	IDENTISYS	0.00	570.00
186500	INDEPENDENT SCHOOL DISTRICT 94	30,164.60	19,335.50
187500	INGRAM LIBRARY SERVICES	0.00	416.21

INVOICES DUE ON/BEFORE 04/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
188000	INNOVATIVE OFFICE SOLUTIONS	600.48	219.52
195175	KEMBLE INCORPORATED	0.00	9,137.50
197800	L & M FLEET SUPPLY INC.	7,327.87	83.97
198100	L M C I T	372,297.00	500.00
209875	MCCOY CONSTRUCTION & FORESTRY	79,961.53	1,321.58
211400	MENARDS INC	659.71	695.00
211645	METERING & TECHNOLOGY SOLUTION	247.04	686.04
211700	METRO SALES, INC.	1,907.62	465.62
212400	MICHAUD DIST INC	88.00	27.50
212700	MID-STATE TRUCK SERVICE INC	19,750.27	1,001.99
217300	MIRACLE RECREATION EQUIPMENT	0.00	397.37
218400	MN CHIEFS OF POLICE ASSOC	0.00	406.00
219067	MN DEPT OF ADMINISTRATION	5,225.46	1,741.82
236125	NORTHLAND FIRE & SAFETY, INC	901.50	44.00
236275	NORTHLAND VEBA TRUST	625.00	1,875.00
236450	THE NORTHSPAN GROUP, INC.	2,500.00	75.00
238950	OCCUPATIONAL DEVELOPMENT	0.00	752.10
241400	OXYGEN SERVICE COMPANY	206.70	25.84
242850	PARSONS ELECTRIC LLC	16,175.70	1,468.65
244300	BRENT BELICH	2,175.75	770.50
244975	PINE KNOT LLC	18,428.00	17,322.00
248650	THE PROJECT CENTER	354.38	627.55
255000	RIVISTAS LLC	2,978.51	56.94
260500	SCHINDLER ELEVATOR CORPORATION	844.83	844.83
263400	SIGN PRO	180.00	43.15
268700	CRAIG STEVENS	6,525.00	600.00
271320	T MOBILE	4,632.85	1,179.39
271325	NANCY GETCHELL	2,435.44	733.82
271975	TEAMSTERS JOINT COUNCIL 32	138,827.00	47,467.00
272600	TERMINAL SUPPLY INC	1,477.69	382.47
276225	KANDI KOUNTRY EXPRESS LTD	132.14	21,470.50
278140	TWIN CITIES FLAG SOURCE	456.00	173.00
278550	TWIN PORTS PAPER & SUPPLY, INC	367.10	291.08
278600	TWIN PORT MAILING	9,401.78	4,458.31
279100	U S BANK EQUIPMENT FINANCE	2,030.78	376.82
280925	UNIQUE MANAGEMENT SERVICES	103.95	47.25
283700	USA BLUEBOOK	817.38	764.33
284875	VERIZON WIRELESS	885.39	320.05
285500	VIKING INDUSTRIAL CENTER	1,462.93	235.20
286900	W L S S D	220,012.20	71,958.00
287800	WAL-MART COMMUNITY	465.48	172.34
287900	WAL-MART COMMUNITY	138.47	46.64
288100	WARNING LITES OF MN, INC.	0.00	15,638.00
289015	WELLS FARGO CREDIT CARD	37,123.45	2,516.85

DATE: 03/31/2022
TIME: 10:12:54
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
290860	WINTER EQUIPMENT COMPANY INC	0.00	6,803.16
292300	WTS MEDIA	0.00	54.63
R0002155	PETERSON, DAVID & DEBRA	0.00	48.00
R0002156	GOURLEY, FRED	0.00	216.60
R0002157	PETERSON, JANA OR SLATER, BRADY	0.00	4,000.00
R0002158	DULUTH NETS	0.00	380.00
TOTAL ALL VENDORS:			312,800.28

City of Cloquet
Vendor Summary Report Reconciliation
Invoices Due On/Before 4/5/2022

Bills	312,800.28
Less: CAFD	0.00
Less: Library	<u>(7,910.62)</u>
Bills approved	304,889.66
Other:	
Payroll	540,132.54
Payroll - benefits	<u>(41,752.19)</u>
Total Bills and Payroll Approved	<u><u>803,270.01</u></u>

INVOICES DUE ON/BEFORE 04/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00			
152775	DELTA DENTAL OF MINNESOTA	10,289.40	3,349.68
161675	EMC NATIONAL LIFE	5,227.48	1,322.51
271975	TEAMSTERS JOINT COUNCIL 32	138,827.00	37,080.00
			41,752.19
41	GENERAL GOVERNMENT		
134300	CARLTON COUNTY RECORDER	138.00	92.00
139025	CINTAS	1,028.74	54.91
139030	CINTAS CORPORATION NO 2	2,802.33	92.35
145300	COMMUNITY PRINTING	5,196.95	58.75
147050	CONSOLIDATED TELEPHONE COMPANY	6,729.11	408.19
149865	COMPUTER WORLD INC	23,871.26	43.75
150100	D A L C O	1,489.98	87.75
171100	FRYBERGER, BUCHANAN, SMITH &	42,232.69	11,442.75
172300	GARTNER REFRIGERATION COMPANY	5,992.77	687.97
188000	INNOVATIVE OFFICE SOLUTIONS	600.48	27.88
197800	L & M FLEET SUPPLY INC.	7,327.87	14.98
212400	MICHAUD DIST INC	88.00	27.50
244975	PINE KNOT LLC	18,428.00	110.00
278600	TWIN PORT MAILING	9,401.78	267.82
279100	U S BANK EQUIPMENT FINANCE	2,030.78	141.30
284875	VERIZON WIRELESS	885.39	245.07
289015	WELLS FARGO CREDIT CARD	37,123.45	194.63
	GENERAL GOVERNMENT		13,997.60
42	PUBLIC SAFETY		
110902	GRACE HOLDINGS LLC		5,149.46
139025	CINTAS	1,028.74	54.10
139030	CINTAS CORPORATION NO 2	2,802.33	142.30
140100	CLOQUET AUTOMOTIVE	2,899.46	2,239.16
147050	CONSOLIDATED TELEPHONE COMPANY	6,729.11	883.57
148800	CROW GOEBEL VETERINARY CLINIC	8,219.72	602.61
150100	D A L C O	1,489.98	87.75
152485	DEAD ON ARMS INC	1,284.78	162.50
172300	GARTNER REFRIGERATION COMPANY	5,992.77	687.97
185850	IDENTISYS		570.00
197800	L & M FLEET SUPPLY INC.	7,327.87	68.99
198100	L M C I T	372,297.00	500.00

INVOICES DUE ON/BEFORE 04/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
42	PUBLIC SAFETY		
218400	MN CHIEFS OF POLICE ASSOC		406.00
236275	NORTHLAND VEBA TRUST	625.00	187.50
244300	BRENT BELICH	2,175.75	176.50
271320	T MOBILE	4,632.85	1,179.39
271325	NANCY GETCHELL	2,435.44	733.82
271975	TEAMSTERS JOINT COUNCIL 32	138,827.00	10,387.00
278600	TWIN PORT MAILING	9,401.78	76.52
279100	U S BANK EQUIPMENT FINANCE	2,030.78	188.42
287900	WAL-MART COMMUNITY	138.47	46.64
	PUBLIC SAFETY		24,530.20
43	PUBLIC WORKS		
121000	ARROWHEAD SPRINGS INC	266.00	143.00
123150	B W DISTRIBUTING	579.98	92.99
134000	CARLTON COUNTY HIGHWAY DEPT	4,746.63	2,647.27
137340	CHAMBERLAIN OIL CO., INC.	1,348.47	611.35
139025	CINTAS	1,028.74	72.66
139030	CINTAS CORPORATION NO 2	2,802.33	256.16
142100	CLOQUET MAIL STATION	126.83	46.67
145300	COMMUNITY PRINTING	5,196.95	23.50
147050	CONSOLIDATED TELEPHONE COMPANY	6,729.11	259.04
166625	FIRST AID CORP	519.97	369.00
169180	FORCE AMERICA DISTRIBUTING LLC	312.96	1,097.86
183075	RILEIGHS OUTDOOR LLC	599.80	149.15
188000	INNOVATIVE OFFICE SOLUTIONS	600.48	25.94
195175	KEMBLE INCORPORATED		9,137.50
209875	MCCOY CONSTRUCTION & FORESTRY	79,961.53	1,321.58
211400	MENARDS INC	659.71	130.83
212700	MID-STATE TRUCK SERVICE INC	19,750.27	745.65
236275	NORTHLAND VEBA TRUST	625.00	562.50
238950	OCCUPATIONAL DEVELOPMENT		752.10
241400	OXYGEN SERVICE COMPANY	206.70	12.92
244975	PINE KNOT LLC	18,428.00	48.00
263400	SIGN PRO	180.00	43.15
272600	TERMINAL SUPPLY INC	1,477.69	382.47
276225	KANDI KOUNTRY EXPRESS LTD	132.14	295.50
278600	TWIN PORT MAILING	9,401.78	76.52
289015	WELLS FARGO CREDIT CARD	37,123.45	18.27
290860	WINTER EQUIPMENT COMPANY INC		6,803.16
	PUBLIC WORKS		26,124.74

INVOICES DUE ON/BEFORE 04/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
45	CULTURE AND RECREATION		
110850	ABCO PLUMBING & HEATING, INC		12,700.00
125900	BEST SERVICE	840.50	195.00
129200	BSN SPORTS LLC		270.96
137310	CENTURY LINK	1,880.87	186.90
139030	CINTAS CORPORATION NO 2	2,802.33	91.65
147050	CONSOLIDATED TELEPHONE COMPANY	6,729.11	612.43
147600	EXELON CORPORATION	7,950.24	2,797.86
172300	GARTNER REFRIGERATION COMPANY	5,992.77	1,822.23
186500	INDEPENDENT SCHOOL DISTRICT 94	30,164.60	19,335.50
211400	MENARDS INC	659.71	192.03
217300	MIRACLE RECREATION EQUIPMENT		397.37
242850	PARSONS ELECTRIC LLC	16,175.70	1,468.65
244300	BRENT BELICH	2,175.75	594.00
244975	PINE KNOT LLC	18,428.00	96.00
260500	SCHINDLER ELEVATOR CORPORATION	844.83	844.83
278140	TWIN CITIES FLAG SOURCE	456.00	173.00
R0002158	DULUTH NETS		380.00
	CULTURE AND RECREATION		42,158.41
46	COMMUNITY DEVELOPMENT		
145300	COMMUNITY PRINTING	5,196.95	11.75
147050	CONSOLIDATED TELEPHONE COMPANY	6,729.11	58.31
188000	INNOVATIVE OFFICE SOLUTIONS	600.48	37.38
236450	THE NORTHSPAN GROUP, INC.	2,500.00	75.00
278600	TWIN PORT MAILING	9,401.78	38.26
279100	U S BANK EQUIPMENT FINANCE	2,030.78	47.10
289015	WELLS FARGO CREDIT CARD	37,123.45	330.64
	COMMUNITY DEVELOPMENT		598.44
FEDERAL CDBG LOAN (EDA)			
46	COMMUNITY DEVELOPMENT		
134300	CARLTON COUNTY RECORDER	138.00	46.00
244975	PINE KNOT LLC	18,428.00	60.00
289015	WELLS FARGO CREDIT CARD	37,123.45	59.04
	COMMUNITY DEVELOPMENT		165.04

DATE: 03/31/22
TIME: 10:13:41
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 04/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

LIBRARY FUND			
00			
142950	CLOQUET SHAW MEMORIAL	21.60	15.05
170975	FRIENDS OF THE CLOQUET LIBRARY	60.69	10.50
			25.55
45	CULTURE AND RECREATION		
113650	AMAZON.COM CREDIT	3,901.41	756.53
123400	BAKER & TAYLOR	4,905.11	1,619.99
136850	CENTER POINT LARGE PRINT	272.04	136.02
139025	CINTAS	1,028.74	49.33
139030	CINTAS CORPORATION NO 2	2,802.33	24.00
142800	CLOQUET SANITARY SERVICE	4,237.95	110.88
147050	CONSOLIDATED TELEPHONE COMPANY	6,729.11	601.43
171800	GALE/CENGAGE LEARNING	119.19	253.26
187500	INGRAM LIBRARY SERVICES		416.21
188000	INNOVATIVE OFFICE SOLUTIONS	600.48	73.15
211700	METRO SALES, INC.	1,907.62	465.62
236125	NORTHLAND FIRE & SAFETY, INC	901.50	44.00
236275	NORTHLAND VEBA TRUST	625.00	187.50
244975	PINE KNOT LLC	18,428.00	108.00
255000	RIVISTAS LLC	2,978.51	56.94
268700	CRAIG STEVENS	6,525.00	600.00
278550	TWIN PORTS PAPER & SUPPLY, INC	367.10	291.08
280925	UNIQUE MANAGEMENT SERVICES	103.95	47.25
284875	VERIZON WIRELESS	885.39	74.98
289015	WELLS FARGO CREDIT CARD	37,123.45	1,914.27
292300	WTS MEDIA		54.63
	CULTURE AND RECREATION		7,885.07
PUBLIC WORKS RESERVE			
42	PUBLIC SAFETY		
219067	MN DEPT OF ADMINISTRATION	5,225.46	1,741.82
	PUBLIC SAFETY		1,741.82
43	PUBLIC WORKS		
276225	KANDI KOUNTRY EXPRESS LTD	132.14	21,175.00
	PUBLIC WORKS		21,175.00

DATE: 03/31/22
TIME: 10:13:41
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 04/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - LAKE SUPERIOR WATERLIN			
50	STATION 1		
118600	APPLIED INDUSTRIAL TECH.		178.55
142100	CLOQUET MAIL STATION	126.83	3.25
	STATION 1		181.80
51	STATION 2		
121000	ARROWHEAD SPRINGS INC	266.00	38.00
137310	CENTURY LINK	1,880.87	66.35
139025	CINTAS	1,028.74	96.16
139030	CINTAS CORPORATION NO 2	2,802.33	49.50
175700	GRAINGER	3,671.57	293.53
180500	HAWKINS INC	20,774.57	2,235.56
236275	NORTHLAND VEBA TRUST	625.00	562.50
283700	USA BLUEBOOK	817.38	199.80
	STATION 2		3,541.40
52	LAKE SUPERIOR WATERLINE		
139030	CINTAS CORPORATION NO 2	2,802.33	74.30
211400	MENARDS INC	659.71	81.58
	LAKE SUPERIOR WATERLINE		155.88
57	ADMINISTRATION		
287800	WAL-MART COMMUNITY	465.48	159.34
	ADMINISTRATION		159.34
WATER - IN TOWN SYSTEM			
00			
R0002155	PETERSON, DAVID & DEBRA		48.00
R0002156	GOURLEY, FRED		216.60
			264.60

INVOICES DUE ON/BEFORE 04/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - IN	TOWN SYSTEM		
49	CLOQUET		
110850	ABCO PLUMBING & HEATING, INC		1,600.00
122958	AUTO ZONE, INC.		271.88
123150	B W DISTRIBUTING	579.98	55.79
137340	CHAMBERLAIN OIL CO., INC.	1,348.47	92.85
139025	CINTAS	1,028.74	43.60
139030	CINTAS CORPORATION NO 2	2,802.33	60.66
165375	FERGUSON WATERWORKS #2516	1,369.40	117.14
175700	GRAINGER	3,671.57	145.44
180500	HAWKINS INC	20,774.57	5,352.78
211400	MENARDS INC	659.71	290.56
211645	METERING & TECHNOLOGY SOLUTION	247.04	686.04
236275	NORTHLAND VEBA TRUST	625.00	187.50
241400	OXYGEN SERVICE COMPANY	206.70	7.75
248650	THE PROJECT CENTER	354.38	627.55
283700	USA BLUEBOOK	817.38	564.53
285500	VIKING INDUSTRIAL CENTER	1,462.93	235.20
288100	WARNING LITES OF MN, INC.		15,638.00
	CLOQUET		25,977.27
54	BILLING & COLLECTION		
145300	COMMUNITY PRINTING	5,196.95	23.50
188000	INNOVATIVE OFFICE SOLUTIONS	600.48	3.32
278600	TWIN PORT MAILING	9,401.78	3,846.15
	BILLING & COLLECTION		3,872.97
57	ADMINISTRATION & GENERAL		
145300	COMMUNITY PRINTING	5,196.95	23.50
147050	CONSOLIDATED TELEPHONE COMPANY	6,729.11	405.84
188000	INNOVATIVE OFFICE SOLUTIONS	600.48	25.93
278600	TWIN PORT MAILING	9,401.78	76.52
287800	WAL-MART COMMUNITY	465.48	13.00
	ADMINISTRATION & GENERAL		544.79

ENTERPRISE FUND - SEWER
 00

INVOICES DUE ON/BEFORE 04/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ENTERPRISE FUND - SEWER			
00			
286900	W L S S D	220,012.20	-15,845.00
			-15,845.00
55	SANITARY SEWER		
123150	B W DISTRIBUTING	579.98	37.20
139025	CINTAS	1,028.74	29.06
139030	CINTAS CORPORATION NO 2	2,802.33	20.99
175700	GRAINGER	3,671.57	103.92
212700	MID-STATE TRUCK SERVICE INC	19,750.27	256.34
241400	OXYGEN SERVICE COMPANY	206.70	5.17
286900	W L S S D	220,012.20	87,803.00
	SANITARY SEWER		88,255.68
57	ADMINISTRATION & GENERAL		
145300	COMMUNITY PRINTING	5,196.95	23.50
147050	CONSOLIDATED TELEPHONE COMPANY	6,729.11	173.60
180000	GENE HANSMeyer	10,400.00	4,000.00
188000	INNOVATIVE OFFICE SOLUTIONS	600.48	25.92
236275	NORTHLAND VEBA TRUST	625.00	187.50
278600	TWIN PORT MAILING	9,401.78	76.52
R0002157	PETERSON, JANA OR SLATER, BRADY		4,000.00
	ADMINISTRATION & GENERAL		8,487.04
CABLE TELEVISION			
45	CULTURE AND RECREATION		
244975	PINE KNOT LLC	18,428.00	16,900.00
	CULTURE AND RECREATION		16,900.00
EMPLOYEE SEVERANCE			
45	EMPLOYEE VACATION & SICK		
152775	DELTA DENTAL OF MINNESOTA	10,289.40	150.45
	EMPLOYEE VACATION & SICK		150.45
	TOTAL ALL DEPARTMENTS		312,800.28



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: April 5, 2022

ITEM DESCRIPTION: Approval of Taxicab License

Proposed Action

Staff recommends the City Council move to approve the new Taxicab License for Ace Taxi of Cloquet, formerly Blue and White of Cloquet, subject to receipt of satisfactory background checks, proof of insurance and taxicab safety documentation.

Background/Overview

Attached the City Council will find an application for a new Taxicab License from Cassandra Nesgoda to operate Ace Taxi of Cloquet within Cloquet city limits. Ms. Nesgoda has purchased Blue and White of Cloquet which was a licensed taxi in Cloquet. City Code limits the number of licenses to one for every 1,000 people residing within city limits. Currently, there is one other Taxicab License issued in the City.

Policy Objectives

Approval of a Taxicab License is required under Section 6.1 of the Municipal Code.

Financial/Budget/Grant Considerations

In an effort to encourage non-licensed taxicabs operating within city limit to license their taxicabs, the City has waived the license fee. All other taxicab license requirements remain the same. Ms. Nesgoda has submitted all of the appropriate paperwork to be licensed.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application



CITY ADMINISTRATOR'S OFFICE
101-14th Street, Cloquet MN 55720
Phone: 218-879-3347 Fax: 218-879-6555
www.cloquetmn.gov
email: kstarnold@cloquetmn.gov

CITY OF CLOQUET, MN
APPLICATION FOR TAXICAB LICENSE

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

INDIVIDUAL SUBMITTING APPLICATION:

Name: Cassandra Jean Nesgoda
First Full Middle Name Last

Address: _____

City, State, Zip: Cloquet, MN 55720

N/A 218-940-5377 _____
Home Phone Work Phone Cell Phone

_____ E-Mail Address

Date of Birth: 10/05 _____ Drivers License # _____

State of Issuance: MN

BUSINESS INFORMATION:

Business / License Name: Ace Taxi of Cloquet

Business Address: 347 19th St.

City, State, Zip: Cloquet, MN 55720

Business Mailing Address (if different from above): N/A

218-940-5377 _____
Business Phone (including area code) Alternate Phone (including area code)

BUSINESS OWNERSHIP INFORMATION:

I am the sole owner/operator of the business for which this license will be granted: Yes No

*If jointly owned or partnership, you must provide the following information on any/all joint owners and partners.
(Use additional sheets as necessary)*

N/A
Joint Owner/Partner Name: _____
First Middle Last

Home Address: _____

City, State, Zip: _____

_____ Home Phone Work Phone Cell Phone

_____ E-Mail Address

Date of Birth: _____ Social Security Number: _____

Drivers License # _____

State of Issuance: _____

N/A
Joint Owner/Partner Name: _____
First Middle Last

Home Address: _____

City, State, Zip: _____

_____ Home Phone Work Phone Cell Phone

_____ E-Mail Address

Date of Birth: _____ Social Security Number: _____

Drivers License # _____

State of Issuance: _____

If the application is submitted on behalf of a partnership, you must include the following information for each partner.
(attach additional sheets as necessary)

1. Have you ever been convicted of any misdemeanor or felony violation of local ordinances (with the exception of misdemeanor traffic violations)? Yes No

If yes, please provide details of convictions (dates of offense, date of conviction, location, charge):

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

If yes, please provide details

3. List all names, nicknames and aliases by which you have been known: N/A

4. List two (2) of your previous addresses, immediately prior to your present address:

Street Address: 2814 W. 2nd St.
 City, State, Zip: Duluth, MN 55806
 Dates at Address: 2008 - 2013

Street Address: 3615 Chambersburg Ave
 City, State, Zip: Duluth, MN 55811
 Dates at Address: 1998 - 2008

(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.

Cassandra Nesgoda Signature of Applicant 03/16/22 Date

Print Name Cassandra Jean Nesgoda
 First Middle Last

SEND FUTURE APPLICATION RENEWALS TO:

- Applicant's Residence Address
 Business Address

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

VEHICLE INFORMATION: (attach additional sheets as necessary)

Unit No. _____

Make of Car: Mitsubishi Model: Galant Year: 2011

Factory VIN 4A32B2FF7BE029038

State License No. CGC536 Vehicle Class Passenger Passenger Capacity 5

Length of time vehicle has been in use: New to Fleet

Holder of legal title to vehicle (if other than applicant):

Name: _____

Address: _____

Unit No. _____

Make of Car: Dodge Model: Grand Caravan Year: 2010

Factory VIN 2D4RN40E3AR340145

State License No. FSR461 Vehicle Class Passenger Passenger Capacity 7

Length of time vehicle has been in use: Previous Vehicle

Holder of legal title to vehicle (if other than applicant):

Name: _____

Address: _____

Unit No. _____

Make of Car: _____ Model: _____ Year: _____

Factory VIN _____

State License No. _____ Vehicle Class _____ Passenger Capacity _____

Length of time vehicle has been in use: _____

Holder of legal title to vehicle (if other than applicant):

Name: _____

Address: _____

DRIVER INFORMATION: (attach additional sheets as necessary)

Driver: Cassandra Jean Nezgoda
Full First Name Full Middle Full Last Name

Current Address: _____

City, State, Zip: Cloquet, MN 55720

N/A _____
Home Phone Cell Phone

Date of Birth: 10/05 Drivers License # _____
State of Issuance: MN

Driver: Jeffrey Elliott Goodspeed
Full First Name Full Middle Full Last Name

Current Address: _____

City, State, Zip: Cloquet, MN 55720

N/A _____
Home Phone Cell Phone

Date of Birth: 01/11 Drivers License # _____
State of Issuance: MN

Driver: Eric James Bergh
Full First Name Full Middle Full Last Name

Current Address: _____

City, State, Zip: Orton, MN 55718

N/A _____
Home Phone Cell Phone

Date of Birth: 05/13 Drivers License # _____
State of Issuance: MN

TAXICAB LICENSE

SAFETY STATEMENT

I, Paul P. P. P., have examined the following:

Vehicle/make: 2011 Mitsubishi Galant
Factory VIN 4A32B2FF7BE029038
License Number: CGE 536

Vehicle/make: _____
Factory VIN _____
License Number: _____

Vehicle/make: _____
Factory VIN _____
License Number: _____

sought to be licensed as a taxicab(s) in the City of Cloquet.

I certify that this vehicle is in a thoroughly safe condition for the transportation of passengers.

Date: 3-23-22

[Signature]
Signature

Wood City Motors
Name of Service Station / Garage

701 Washington Ave
Address of Service Station / Garage

Cloquet, MN 55709

218-879-4668
Phone Number of Service Station / Garage

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.

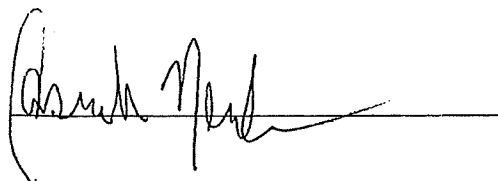
License Type: taxi cab

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

APPLICANT INFORMATION		
Name: First <u>Assandra</u>	Full Middle <u>Jean</u>	Last <u>Nesgoda</u>
Current Address:		
City: <u>Cloquet</u>	State: <u>MN</u>	Zip Code: <u>55720</u>
Social Security Number:		

BUSINESS INFORMATION		
Business Name: <u>Ace Taxi of Cloquet</u>		
Business Address: <u>347 19th St</u>		
City: <u>Cloquet</u>	State: <u>MN</u>	Zip Code: <u>55720</u>

TAX IDENTIFICATION NUMBERS	
Federal Tax Identification Number: <u>88-1246018</u>	
Minnesota Tax Identification Number: <u>8005046</u>	

Signature: 

Date: 3/28/22

Certificate of Compliance Minnesota Workers' Compensation Law

THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

LICENSE or CERTIFICATE NO (if applicable)	BUSINESS TELEPHONE NO.	FAX TELEPHONE NO.
---	------------------------	-------------------

BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe), otherwise it is the legal name of the business entity.)

DBA ("doing business as" or also known as an assumed name) (if applicable)

BUSINESS ADDRESS (must be physical street address, no PO boxes)	CITY	STATE	ZIP CODE
COUNTY	E-MAIL ADDRESS		

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.

NUMBER 1 – Workers' compensation insurance policy information

INSURANCE COMPANY NAME (not the insurance agent)	NAIC Number
POLICY NO.	EFFECTIVE DATE
	EXPIRATION DATE

NUMBER 2 – Reason for exemption from workers' compensation insurance

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, contact 651-284-5032 or 1-800-342-5354.

- I have no employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.)
- I am self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered:

Other: _____

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

PRINT NAME <i>Cassandra Jean Absgoda</i>		
APPLICANT SIGNATURE (required) <i>Cassandra Absgoda</i>	TITLE <i>Owner</i>	DATE <i>03/16/22</i>

NOTE: You must notify us if there is any change to your Workers' Compensation Insurance Information or Employee Status Change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or on a tape.

Account Summary For Ace Taxi of Cloquet LLC

Quote #: 12708705
 Status: Pending
 Policy Type: AP

Originally Quoted: 3/17/2022 11:15 AM CDT
 Quote Printed: 3/21/2022 12:50 PM EDT
 Proposed Effective: 3/17/2022 12:00 AM CDT
 Proposed Expiration: 3/17/2023 12:00 AM CDT

Quoted By: Pam Dalbec
 Northern States Agency, Inc.
 750 Main Street, Suite 222
 Mendota Heights, MN 55118
 Phone - (651) 646-2651
 Fax - (651) 646-1971
 pdalbec@nsa-mga.com
 Producer: J3 INSURANCE
 PO BOX 240
 Carlton, MN 55718
 Phone - (218) 384-4236

DOT #: Unknown
 MC #: Unknown

Symbol	Coverage	Limit (\$)	Premium (\$)
7	Liability	500,000 CSL	11,156
10	UM - BI Only	500,000 CSL	1,250
10	UIM - BI Only	500,000 CSL	1,533
	Medical Payments	N/A	N/A
7	PIP	Non-Stacked	2,972
7	Physical Damage	See Specific Unit	N/A

Total **\$16,911.00**

Revision: 73MN2021R01

Vehicle Information

NICO-Rate Version: 8.7.5236.135

Unit	Liability	UM	UIM	Med Pay	PIP	Phys Dam	Cargo/ In-Tow	AI/Lessor	Unit Sub Total
1 2011 MITSUBISHI GALANT (29038) Radius: Up to 50 Miles	5,578	Incl.	Incl.	N/A	1,486	N/A	N/A	N/A	7,064
2 2010 DODGE GRAND CARAVAN (40145) Radius: Up to 50 Miles	5,578	Incl.	Incl.	N/A	1,486	N/A	N/A	N/A	7,064



Office of the Minnesota Secretary of State Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

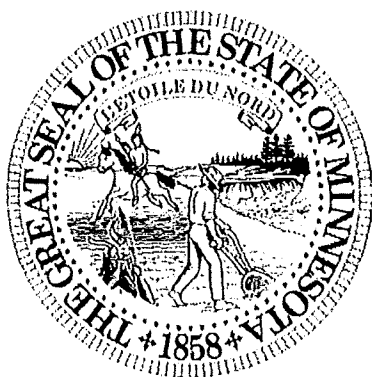
The business entity is now legally registered under the laws of Minnesota.

Name: Ace Taxi of Cloquet L.L.C.

File Number: 1303472000027

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 03/16/2022



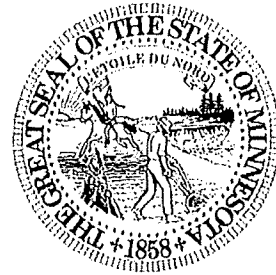
Steve Simon

Steve Simon
Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State

Minnesota Limited Liability Company/Articles of Organization

Minnesota Statutes, Chapter 322C



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Organization:

ARTICLE 1 - LIMITED LIABILITY COMPANY NAME:

Ace Taxi of Cloquet L.L.C.

ARTICLE 2 - REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:

Name Address:

Cassandra Jean Nesgoda

ARTICLE 3 - DURATION: PERPETUAL

ARTICLE 4 - ORGANIZERS:

Name: Address:

Cassandra Jean
Nesgoda

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: Cassandra Jean Nesgoda

MAILING ADDRESS: None Provided

EMAIL FOR OFFICIAL NOTICES:



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James Barclay, Asst City Administrator & HR Director
Reviewed by: Tim Peterson, City Administrator *TLP*
Date: April 5, 2022

ITEM DESCRIPTION: Asst Finance Director, Accountant I and Permit & Accounting Clerk Appointment

Requested Action

Staff recommends the City Council move to appoint Ann Michaud to the position of Assistant Finance Director, Marlaina Cooper to the position of Accountant I and Karin Stedman to the position of Permit and Accounting Clerk.

Background/Overview

With the announcement of the City's current Assistant Finance Director's retirement, staff posted the above position vacancies in-house and received 1 application of interest for each position from internal applicants, the City's Accountant I, Ann Michaud applied for the Assistant Finance Director position, one of the City's Permit and Accounting Clerks, Marlaina Cooper applied for the Accountant I position and one of the City's Parks Maintenance Persons, Karin Stedman applied for the Permit and Accounting Clerk position. Interviews were conducted and all three applicants were selected by staff as qualified for the respective positions.

Ann has worked in the Finance Department since her hire in October 2018 and has performed well in her duties, preparing and processes utility billing, accounts receivable, special assessments and as the main back-up for payroll and accounts payable. Ann has a bachelor's degree in Finance/Management from Bemidji State University.

Marlaina has worked for the City since October 2019 and has performed well in her duties, many in support of the Finance Department. Part of this process will see the transfer of the accounts receivable responsibility shift to the Accountant I position. Marlaina has an associate degree from Weber State University.

Karin has worked for the City since July 2015 and has performed well in her current duties and meets all the eligibility criteria for this position. Karin has an associate degree from Anoka-Hennepin Technical College.

Policy Objectives

Keeping a fully staffed department is consistent with the service level directives of the City Council. The City Council is the hiring authority for the City as determined by City Code and State law. The City Council must act to appoint this individual to complete the hiring process.

Financial/Budget/Grant Considerations

These positions are all currently fully funded as part of the adopted 2022 operating budget.

Advisory Committee/Commission Action

None

Supporting Documentation Attached

None



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 *TP*
Date: April 5, 2022

Item Description: Appointment of Administrative Police Secretary

Proposed Action

Staff recommends that the City Council move to approve the six-month probationary appointment of Raeanna Marnati to the position of Administrative Police Secretary effective April 6, 2022.

Background/Overview

Administrative Police Secretary, Haley Fogarty, resigned from the position effective February 25, 2022. Ms. Fogarty's resignation created a vacancy that needed to be filled.

In February, an internal posting was completed as required under the AFSCME labor agreement. No members of the AFSCME unit applied for the position. The vacancy was then advertised externally, and out of the applications received interviews were conducted with five of the top candidates.

The City identified Ms. Marnati as its top candidate through this interview process. Ms. Marnati is currently employed as a Fraud Specialist at a Twin Port credit union and has stated that she would be able to start work with the City of Cloquet on or before April 20, 2022. Ms. Marnati has accepted the City's preliminary offer of employment subject to City Council approval.

Policy Objectives

The Police Department currently functions with two Administrative Secretary positions. These positions are integral to assisting our officers and the public with service demands. Keeping a fully staffed department is consistent with the service level directives of the City Council.

The City Council is the hiring authority for the City as determined by City Code and State law. The City Council must act for appointing this individual to complete the hiring process.

Financial/Budget/Grant Considerations

This position is fully funded as part of the adopted 2022 operating budget.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

None.



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: John Anderson, Assistant City Engineer
Reviewed By: Tim Peterson, City Administrator *TP*
Date: April 5, 2022

ITEM DESCRIPTION: Stormwater Resiliency Planning Grant

Proposed Action

Staff recommends that the City Council move to approve the following two resolutions:

1. **RESOLUTION NO. 22-27, A RESOLUTION AUTHORIZING STAFF TO EXECUTE GRANT AGREEMENT WITH THE STATE OF MINNESOTA;** and
2. **RESOLUTION NO. 22-28, A RESOLUTION AWARDED ENGINEERING SERVICES CONTRACT TO SEH, INC**

Background/Overview

In the Fall of 2021, the Minnesota Pollution Control Agency (MPCA) issued a request for grant applications for a Stormwater Resiliency Plan with a submittal deadline of December 21, 2021. This is the first year the MPCA has offered this grant program and this year's round has \$850,000 available in grant funds. The MPCA received 49 grant applications totaling just under \$3,000,000 in requests for funding.

City staff wrote a grant application to produce a planning document that would update the Stormwater Master Plan for the City of Cloquet. The current Stormwater Master Plan was developed in 1983 and along with some minor revisions is the planning document being used to guide decisions about stormwater infrastructure needs for the City. The existing Stormwater Master Plan has become outdated needs updating. There has clearly been a change in precipitation the past 50 years and it is reasonable to predict that there will be more change going forward. Determining the impacts of these changes and planning for stormwater infrastructure around the best information is a primary goal of this project.

Staff has assembled a workplan to produce a "Stormwater Resiliency Assessment and Action Plan". This workplan consist of a combination of City staff time for data collection and engineering consultant time to create a Hydrology and Hydraulic model of the data collected. The workplan also includes tasks for public input on the model and input on problem areas of localized flooding.

Policy Schedule

Provided the City Council direction is to proceed and accept the grant, the grant documents are anticipated to be finalized by May 1, 2022. The workplan must be completed and final reporting submitted to the MPCA by June 30, 2023

To Mayor and Council
Stormwater Resiliency Planning Grant
April 5, 2022
Page 2

Policy Objectives

N/A

Financial/Budget/Grant Considerations

Staff prepared and submitted a budget along with the grant application. The budget included \$106,440.00 for consulting engineering and \$26,906.00 of in-kind match of staff time. This staff time is primarily associated with data collection and public input tasks. Staff time in the budget represents a 25% in-kind match. The grant guidelines required a minimum of 10% match. Caleb Peterson, Public Works Director, would be the authorized signer to execute grant documents and John Anderson, Assistant City Engineer, would be designated as authorized representative responsible for completion and reporting on the workplan.

Staff collaborated with engineers at SEH, Inc. to develop the workplan, which identifies the portions of the work to be completed by the consultant and the portions to be completed by city staff. The grant amount covers the entire consultant budget within the workplan and the net cost for the city is only staff time.

Advisory Committee/Commission Action

N/A.

Supporting Documents Attached

- Resolution No. 22-27
- Resolution No. 22-28
- Grant Agreement
- SEH Proposal

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

RESOLUTION NO. 22-27

**A RESOLUTION AUTHORIZING STAFF TO EXECUTE GRANT
AGREEMENT WITH THE STATE OF MINNESOTA**

WHEREAS, the City of Cloquet has a Stormwater Master Plan that is nearly 40 years old; and

WHEREAS, the City of Cloquet was awarded \$106,440 in state funds thru Minnesota Pollution Control Agency Stormwater Resiliency Planning Grant to contribute towards preparing a **Stormwater Resiliency Assessment and Action Plan**; and

WHEREAS, the City of Cloquet must enter into a grant agreement with the State of Minnesota in order to receive state funds.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, that the City of Cloquet will enter into an agreement with the State of Minnesota for the above referenced project; and

BE IT FURTHER RESOLVED, the City of Cloquet will comply with all applicable laws, environmental requirements and regulations as stated in the Grant Agreement; and

BE IT FURTHER RESOLVED, the Public Works Director is hereby authorized to execute the Grant Agreement on behalf of the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 5TH DAY OF APRIL 2022.

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

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

RESOLUTION NO. 22-28

**A RESOLUTION AWARDING ENGINEERING SERVICES
CONTRACT TO SEH, INC.**

WHEREAS, the City of Cloquet was awarded \$106,440 in state funds thru Minnesota Pollution Control Agency Stormwater Resiliency Planning Grant to contribute towards preparing a Stormwater Resiliency Assessment and Action Plan; and

WHEREAS, preparation of the Stormwater Resiliency Assessment and Action Plan requires specialized stormwater modeling to be completed; and

WHEREAS, the City of Cloquet has received a proposal from SHE, Inc. in the amount of \$106,440.00 to complete the stormwater modeling identified in the Stormwater Resiliency Planning Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City of Cloquet hereby agrees to enter into an Agreement with SEH, Inc. in the amount of \$106,440.00 for engineering services.

BE IT FURTHER RESOLVED, The Public Works Director is hereby authorized to act as agent on behalf of the City of Cloquet.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 5TH DAY OF APRIL 2022

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

SWIFT Contract number: 209690

AI:

Activity ID

This grant contract is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State") and **City of Cloquet**, 101 14th St., Cloquet, MN 55720 ("Grantee").

Recitals

1. Under Minn. Stat. § 116.03, subd.2, the State is empowered to enter into this grant.
2. The State is in need of the **Cloquet Stormwater Resiliency Assessment & Action Plan** (Project).
3. Grantee will comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), subd. 4 (a) (1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1. Term of Grant Contract

1.1 Effective Date. May 1, 2022, Per [Minn. Stat.§16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 Expiration Date. June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will perform the duties specified in **Attachment A** which is attached and incorporated into this grant contract.

3. Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4. Consideration and Payment

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant contract as follows:

- (a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant contract. Grantee certifies they will provide no less than 10% (ten percent) of the total grant amount as cash match or in-kind services.

- (b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the total amount set forth in the travel expense items of the detailed budget section of **Attachment A**, which is attached and incorporated into this grant contract; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$106,440.00 (One Hundred Six Thousand Four Hundred Forty Dollars and Zero Cents.)**

4.2 Payment

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for expenses incurred to-date may be submitted as frequently as monthly. First invoice is required no later than 6 (six) months or midway through the project, whichever comes first. Email updates about the status of the project are required to be provided to the MPCA Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The MPCA Authorized Representative will not approve an invoice through the state system without this project update. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a Grant Project Final Report, in a format provided to the Grantee by the MPCA, has been submitted to the MPCA Authorized Representative and approved. Payment of the final 10% of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to mpca.ap@state.mn.us, cc'd to the State's Authorized Representative, and contain the following information:

- Name of Grantee
- Grantee's Authorized Representative
- State's Authorized Representative
- SWIFT Contract No.
- Total grant amount awarded
- Invoice number
- Invoice date
- Invoicing period (actual working period covered by the invoice)
- Amount of grant expended this invoicing period
- Cumulative amount of grant expended to date
- Amount of match expended this invoicing period
- Cumulative amount of match expended to date
- Time and material breakdown for invoicing period:
 - Itemization by each task worked on that period and for each position that worked on it showing actual hourly rates, hours worked and total \$ amounts (divided into grant-funded and match); consultant invoices may be requested

- Receipts for supplies and any other itemized materials costs to be reimbursed with grant funds or counted as match
- Itemized per diem expenses, stipends or similar; receipts may be requested to be submitted with invoice
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant contract. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

(b) Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5. Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is (enter name), Grants Coordinator, or successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance of each invoice submitted for payment.

The Grantee's Authorized Representative is **John Anderson**, 101 14th St., Cloquet, MN 55720, 218-655-1509, JAnderson@cloquetmn.gov, or successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, Waiver, and Grant Contract Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments. Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Change Orders. If the State's Authorized Representative or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract, or cause an extension of the term of this Contract. Major changes require an Amendment rather than a Change Order. A Change Order also is required to name a successor if the State's Authorized Representative or the Grantee's Authorized Representative is no longer available to fulfill that role.

The Change Order Form must be approved and signed by the State's Authorized Representative and the Grantee's Authorized Representative in advance of doing the work included in the Change Order. Documented changes will then become an integral and enforceable part of the Contract. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

7.4 Waiver. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.5 Grant Contract Complete. This grant contract contains all negotiations and contracts between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9. State Audits

Under Minn. Stat. § 16B.98, subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Intellectual Property

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the

Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 Intellectual property rights

(a) Intellectual property rights. The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

(3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

11. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 Termination by the State. The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the

refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. Data Disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

16. Reporting Requirements

Final Report. By the date specified in the project workplan and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, plus all project deliverables identified in the workplan.

If the States Authorized Representative determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional / corrected information reasonably requested by the State's Authorized Representative. The Final Report and Project Deliverables shall not be approved by the State's Authorized Representative and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the State's Authorized Representative.

Signatures

Title	Name	Signature	Date
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Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Cloquet, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective May 1, 2014, this Supplemental Letter Agreement dated April 1, 2022 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Cloquet Stormwater Resiliency Assessment & Action Plan.

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

Project Manager: Rachel Pichelmann, PE, CFM
Address: 11 Civic Center Drive, Suite 200
Mankato, MN 56001
Telephone: 651.724.8245 **email:** rpichelmann@sehinc.com

Scope: The Basic Services to be provided by Consultant:

See Attachment 1 for proposed workplan.

Schedule: See Attachment 1 for proposed schedule for each subtask.

Payment: The lump sum fee is \$106,440 including expenses and equipment.

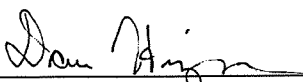
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2. Additional work, if required, shall be compensated in accordance with the rate schedule which can be obtained by contacting Dan Hinzmann.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Cloquet, Minnesota

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

By: _____
Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Cloquet, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 1, 2022

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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ATTACHMENT 1



520 Lafayette Road North
St. Paul, MN 55155-4194

Planning Grants for Stormwater, Wastewater, and Community Resilience

Project workplan

Doc Type: Grant Application

Project title:

Cloquet Stormwater Resiliency Assessment & Action Plan

Statement of project details

The City of Cloquet proposes to develop a Stormwater Resiliency Assessment & Action Plan that identifies locations and causes of localized flooding, assesses risk and community vulnerability due to localized flooding, develops potential projects to reduce flooding and mitigate the effects of climate change, and estimates the cost of project implementation. Public engagement will be conducted during the development of this Plan to obtain information about past flooding and provide educational opportunities for the public to learn about the City's stormwater infrastructure, climate change, and their ability to improve community resiliency. The area that is proposed to be included in this Plan covers portions of the Fond Du Lac Reservation along the Big Lake Road corridor as well as southern portions of the City of Cloquet both of which are areas identified as Environmental Justice areas of concern.

Goal statement, project deliverable(s), tasks, and subtasks

Goal statement: The City of Cloquet intends to achieve the following goals through this planning process: (1) Update the outdated comprehensive stormwater master plan that was developed in 1983 and was updated in 2001, (2) identify areas of stormwater infrastructure inadequacies, (3) identify and project impacts of climate change on existing stormwater infrastructure, (4) expand stormwater master plan to cover a larger area, (5) identify specific stormwater projects that will less the impacts of flooding associated with climate change, (6) solicit public input on specific areas of localized flooding, (7) identify specific stormwater projects to address localized flooding, and (8) estimate funding needed to implement projects identified.

The Stormwater Resiliency Assessment & Action Plan will identify specific locations with inadequate stormwater infrastructure and the resulting high risk of localized flooding. Current and future rainfall events will be analyzed with an XPSWMM model of the City's stormwater infrastructure. The Plan will also include a vulnerability assessment and risk assessment to better understand the community impacts associated with localized flooding. Projects focused in minimizing localized flood risk will be developed and prioritized for future implementation. Throughout this process, community outreach and engagement will be a critical component of obtaining valuable information about flood observations, soliciting ideas for improving stormwater management, and providing education about climate change, localized flooding, and the need to invest in stormwater infrastructure.

Project deliverables: The primary deliverable will be a Stormwater Resiliency Assessment & Action Plan for the City of Cloquet. This Plan will provide detailed information about preceding studies and available stormwater data, the XPSWMM modeling used to identify areas as having a high risk of localized flooding, and the results of the risk assessment and vulnerability assessment. This Plan will also clearly identify projects which could be implemented to minimize localized flood risk within Cloquet during current and future climate conditions. These projects will be prioritized based on the results of the risk assessment, vulnerability assessment, and other factors. Implementation cost estimates will be developed for each of these projects. XPSWMM modeling will be conducted to estimate the expected benefits of the projects as it relates to localized flood risk, and community vulnerability. This Plan is expected to provide a comprehensive summary of the City's plan to increase stormwater resiliency and will be used for future funding applications for project implementation.

Task 1 of 7: Data Collection, Review & Development

Subtask 1a: Assemble & Review Documents Produced in Previous Studies

Brief description of activities involved: The previously developed Stormwater Management Plan (1983) and updated plan (2001) will be reviewed to better understand stormwater issues and priorities identified in those documents. Stormwater information such as modeling, analyses, and reports that was developed as part of City projects will also be compiled and reviewed.

Timeframe: May 2022

Name and Title of person(s) responsible: John Anderson (Cloquet Assistant City Engineer), Peter Johnson (Cloquet Engineering Technician), Dan Hinzmann (SEH Client Service Manager), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

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Subtask 1b: Compile Existing GIS Data

Brief description of activities involved: GIS data of the City's storm sewer, topography, culverts, ditches, water bodies, Environmental Justice areas, and population densities will be compiled for use in this plan.

Timeframe: May 2022

Name and Title of person(s) responsible: John Anderson (Cloquet Assistant City Engineer), Peter Johnson (Cloquet Engineering Technician)

Subtask 1c: Conduct Outreach to Obtain Community Input

Brief description of activities involved: An interactive web-based map of the study area will be developed and used as a platform to compile community input. The community will be asked to add virtual "pins" to the map to identify areas of observed flooding and ideas for improving stormwater management within the study area.

Timeframe: June 2022

Name and Title of person(s) responsible: Caleb Peterson (Cloquet Public Works Director), John Anderson (Cloquet Assistant City Engineer), Peter Johnson (Cloquet Engineering Technician), Dan Hinzmann (SEH Client Service Manager), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead)

Subtask 1d: Identify Data Gaps & Develop Topographic Survey Request

Brief description of activities involved: The City-provided GIS data will be reviewed to identify gaps in the data that are needed to conduct an accurate analysis of the City's stormwater management system. This gap analysis will then be used to develop a scope of work for field data collection.

Timeframe: May - June 2022

Name and Title of person(s) responsible: Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Subtask 1e: Field Data Collection

Brief description of activities involved: Survey-grade equipment will be used to obtain critical information about the City's existing stormwater management infrastructure within the study area. It is expected that survey data will be collected of the storm sewer system, culverts, overland drainageways and ditches, and stormwater ponds.

Timeframe: June - August 2022

Name and Title of person(s) responsible: John Anderson (Cloquet Assistant City Engineer), Peter Johnson (Cloquet Engineering Technician), Joe Hafner (Cloquet Engineering Technician), Cloquet Engineering Interns

Subtask 1f: GIS Database Development

Brief description of activities involved: The dataset developed during Subtask 1b will be expanded to include the data collected in during completion of Subtask 1d. This new comprehensive GIS database will include a more complete record of the City's stormwater management system including storm pipes and culverts, overland drainageways and ditches, ponds, and other waterbodies. This dataset will also include impervious and/or land use data.

Timeframe: August - September 2022

Name and Title of person(s) responsible: John Anderson (Cloquet Assistant City Engineer), Peter Johnson (Cloquet Engineering Technician), Joe Hafner (Cloquet Engineering Technician), Cloquet Engineering Interns, Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Task 2 of 7: Identify Stormwater Infrastructure Inadequacies

Subtask 2a: Define Criteria for Determining Stormwater Infrastructure Adequacy

Brief description of activities involved: A hydrologic and hydraulic model of the study area will be developed using XPSWMM. This model will include a 2D modeling component that represents flood storage and overland flow patterns to simulate real-world conditions more accurately than a traditional 1D model. This model will also provide inundation mapping showing flood-prone areas and potential flooding depths for all rainfall events analyzed.

Timeframe: September - November 2022

Name and Title of person(s) responsible: John Anderson (Cloquet Assistant City Engineer), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead)

Subtask 2b: XPSWMM Model Development - Existing Conditions

Brief description of activities involved: A hydrologic and hydraulic model of the study area will be developed using XPSWMM. This model will include a 2D modeling component that represents flood storage and overland flow patterns to simulate real-world conditions more accurately than a traditional 1D model. This model will also provide inundation mapping showing flood-prone areas and potential flooding depths for all rainfall events analyzed.

The area that is proposed to be included in this Plan development is shown on the attached map. As shown on the map, two distinct area types - urban and rural - are identified within the study boundary. Because the characteristics of these two area types are unique, a type of analysis will be conducted for each type: in the urban area, detailed XPSWMM modeling will be conducted based on storm sewer, culvert, ditch, and pond information, and overland flow and surface flooding will also be represented. In the rural area where less stormwater infrastructure exists, the XPSWMM analysis will be largely based on overland flow patterns dictated by the topography, with some culverts and ditches.

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Timeframe: September - November 2022

Name and Title of person(s) responsible: John Anderson (Cloquet Assistant City Engineer), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Subtask 2c: XPSWMM Model Calibration

Brief description of activities involved: Using information on localized flooding that has occurred in the past (compiled by the City as part of Subtask 1a and obtained from the Community as part of Subtask 1c), the XPSWMM model will be calibrated to improve the overall accuracy and relevance of the modeling effort. Historic rainfall events will be simulated and inundation maps will be generated and used to obtain feedback on the validity of the modeling results. The XPSWMM model parameters and input data will be modified as needed to produce results that match observations of past localizing flooding. As noted in the previous subtask description, the XPSWMM modeling will consist of different features for the urban and rural area types to reflect the conditions within each area type.

Timeframe: November 2022

Name and Title of person(s) responsible: John Anderson (Cloquet Assistant City Engineer), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Subtask 2d: Stormwater Infrastructure Inadequacy Mapping

Brief description of activities involved: The XPSWMM modeling completed as part of Subtasks 2b and 2c will be used to map locations of known flooding for various rainfall events based on rainfall events currently used for design. This map will also include color-coded mapping of the modeled pipe segments to indicate which segments are hydraulically adequate or inadequate.

Timeframe: November - December 2022

Name and Title of person(s) responsible: John Anderson (Cloquet Assistant City Engineer), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Task 3 of 7: Existing Stormwater Management System Resiliency & Vulnerability Evaluation

Subtask 3a: Identify Stormwater-Related Climate Change Factors

Brief description of activities involved: Climate change factors that may impact the City's stormwater management system will be identified and may include rainfall intensity, rainfall depth, and snowfall/snow melt. These parameters will be identified for a point 50 years from now which coincides with an estimated 50-yr lifespan of stormwater infrastructure installed today. The community impacts of additional parameters such as temperature trends will also be considered.

Timeframe: December 2022 - January 2023

Name and Title of person(s) responsible: Caleb Peterson (Cloquet Public Works Director), John Anderson (Cloquet Assistant City Engineer), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead)

Subtask 3b: Assess Resiliency of Existing Stormwater System to Climate Change

Brief description of activities involved: The XPSWMM model completed as part of Subtasks 2b and 2c will be used to simulate rainfall events that are based on current climate change projections. To complete this task, future rainfall projections from three different sources/models (county-specific Atlas-14 replication tables based on MN 10 km dynamically downscaled climate projections, the EPA's CREAT Climate Scenarios Projection Map, the DNR's Climate Explorer, and the EPA's Climate Explorer) will be considered to establish a potential range for future rainfall depth and intensities. Inundation maps showing flood-prone areas and estimated flooding depths will be generated based on future rainfall events. The results of this climate change simulation will be compared to the results from Subtask 2b for the same design event (10-yr) to identify the impacts to localized flooding associated with climate change.

Timeframe: December 2022 - January 2023

Name and Title of person(s) responsible: Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Subtask 3c: Existing Stormwater Management System Risk Assessment

Brief description of activities involved: A database identifying areas with low, moderate and significant impacts (costs) to existing infrastructure will be developed. This database will be compared to the XPSWMM modeling results from Subtasks 2b and 3b to combine the likelihood of flooding with the impact of flooding. The results of this comparison will be used to identify the areas at greatest risk of localized flooding under current and future climate conditions.

Timeframe: December 2022 - January 2023

Name and Title of person(s) responsible: Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Subtask 3d: Existing Stormwater Management System Vulnerability Assessment

Brief description of activities involved: The flood inundation results generated from the XPSWMM modeling will be compared to the environmental justice areas including those based on income/poverty and people of color to identify the areas most vulnerable to flooding.

Timeframe: December 2022 - January 2023

Name and Title of person(s) responsible: Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

ATTACHMENT 1

Task 4 of 7: Identify Stormwater Projects that Lessen Impacts of Localized Flooding due to Climate Change

Subtask 4a: Develop and Evaluate Concepts for Stormwater Management Improvements

Brief description of activities involved: Stormwater management improvement project concepts will be developed and may include increasing pipe capacity, incorporating more stormwater detention, or rerouting drainage systems. Up to ten (10) project concepts will be developed based on the results of the risk and vulnerability assessments. These projects will focus on reducing the localized flooding while minimizing risk throughout the community and reducing the vulnerability of the community. These concepts will be analyzed using the XPSWMM model for both current and future rainfall events to assess their ability to lessen impacts of localized flooding due to climate change. Inundation maps will be produced to show the benefits of the concepts within the urban and rural areas in the study limits shown on the attached map. The project list will be compared to the City's Capital Improvement Plan to identify opportunities for cost savings by adding stormwater infrastructure improvements to a previously planned project.

Timeframe: January - February 2023

Name and Title of person(s) responsible: Dan Hinzmann (SEH Client Service Manager), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Subtask 4b: Estimate Project Implementation Costs

Brief description of activities involved: Project implementation costs will be estimated and will include construction, engineering, and property acquisition costs.

Timeframe: January - February 2023

Name and Title of person(s) responsible: Dan Hinzmann (SEH Client Service Manager), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Task 5 of 7: Proposed Stormwater Management System Resiliency & Vulnerability Evaluation

Subtask 5a: Proposed Stormwater Management System Risk Assessment

Brief description of activities involved: The impact database developed in Subtask 3c will be compared to the XPSWMM modeling results of the proposed stormwater management system to combine the likelihood of flooding with the impact of flooding. The results of this comparison will be used to identify the change in risk associated with the proposed conditions under current and future climate conditions.

Timeframe: February 2023

Name and Title of person(s) responsible: Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Subtask 5b: Proposed Stormwater Management System Vulnerability Assessment

Brief description of activities involved: The flood inundation results of the proposed conditions generated from the XPSWMM modeling will be compared to the environmental justice areas including those based on income/poverty and people of color. This will be compared to the vulnerability assessment completed as Subtask 3d to identify the benefits associated with decreased vulnerability in the community.

Timeframe: February 2023

Name and Title of person(s) responsible: Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Task 6 of 7: Development of Cloquet Stormwater Resiliency Assessment & Action Plan

Subtask 6a: Prioritize Proposed Stormwater Management System Improvements

Brief description of activities involved: The results of Task 5 will provide the primary framework for prioritizing proposed improvements to the stormwater management system, with a focus on reducing localized flood risk and vulnerability to flooding. An additional consideration for project prioritization will be the feasibility of adding a stormwater improvement to an already planned City project, which can result in significant cost savings for implementation.

Timeframe: March 2023

Name and Title of person(s) responsible: Dan Hinzmann (SEH Client Service Manager), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Subtask 6b: Draft Stormwater Resiliency Assessment & Action Plan

Brief description of activities involved: A draft Stormwater Resiliency Assessment & Action Plan will be prepared and will include a description of the work completed as part of the preceding tasks, maps of the study area showing locations of localized flooding for current and future climate conditions, results of the risk and vulnerability assessments, and proposed projects for lessening the impacts of localized flooding and climate change.

Timeframe: March 2023

Name and Title of person(s) responsible: Caleb Peterson (Cloquet Public Works Director), John Anderson (Cloquet Assistant City Engineer), Dan Hinzmann (SEH Client Service Manager), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Subtask 6c: Conduct Community Engagement & Solicit Feedback

Brief description of activities involved: Prepare a GIS Story Map to present the main components and findings of the Resiliency Assessment & Action Plan to the community. A PDF of the draft Plan will also be provided, but the Story Map format provides an

ATTACHMENT 1

interactive, more user-friendly format for public viewing. Invite the public to provide feedback on the draft plan.

Timeframe: April 2023

Name and Title of person(s) responsible: Caleb Peterson (Cloquet Public Works Director), John Anderson (Cloquet Assistant City Engineer), Peter Johnson (Cloquet Engineering Technician), Dan Hinzmann (SEH Client Service Manager), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead)

Subtask 6d: Finalize Stormwater Resiliency Assessment & Action Plan

Brief description of activities involved: The Stormwater Resiliency Assessment & Action Plan will be modified to incorporate public input and comments provided by City staff.

Timeframe: April - May 2023

Name and Title of person(s) responsible: Dan Hinzmann (SEH Client Service Manager), Rachel Pichelmann (SEH Project Manager), Riley Mondloch (SEH Technical Lead), Carson Webb (SEH Modeler)

Task 7 of 7: Final Report and Project Deliverables

Subtask 7a: Submit Grant Final Report

Brief description of activities involved: Will provide a final grant project report using the MPCA template approximately one month prior to the end of the grant agreement or at completion of the project, whichever occurs first. Will respond promptly to any requests by the MPCA authorized representative for additional information and/or corrections to the report.

Timeframe: No later than June 2023.

Name and Title of Person(s) Responsible: John Anderson (Cloquet Assistant City Engineer)

Subtask 7b: Submit Project Deliverables

Brief description of activities involved: Will provide the Stormwater Resiliency Assessment & Action Plan detailing the modeling conducted, the community's risk associated with and vulnerability to localized flooding, the impact climate change is expected to have on localized flooding, and conclusions and recommendations.

Timeframe: No later than June 2023.

Name and Title of Person(s) Responsible: John Anderson (Cloquet Assistant City Engineer)



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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Al Cottingham, City Planner/Zoning Administrator
Reviewed By: Tim Peterson, City Administrator *TP*
Date: April 5, 2022

ITEM DESCRIPTION: Amending Chapter 17 of the Municipal Code

Proposed Action

The Planning Commission recommends the City Council move to adopt **ORDINANCE NO. 499A - AN ORDINANCE TO AMEND CHAPTER 17 OF THE MUNICIPAL CODE TO ALLOW CHILD CARE CENTERS IN THE OM – OFFICE/MANUFACTURING DISTRICT.**

Background/Overview

The City Economic Development Authority (EDA) has requested the Planning Commission look at amending the OM – Office/Manufacturing District pertaining to Child Care Centers. The Ordinance under “Conditional Uses” allows commercial uses that are permitted in the RC – Regional Commercial District, this would allow childcare centers. Under “Prohibited Uses” childcare centers are not allowed.

A public hearing was held on Tuesday, March 8, 2022, to consider amendments to the text of the Cloquet Zoning Ordinance. A legal notice was published in the Pine Knot on February 25, 2022, Property owners were **not** sent a notice of the hearing since this is a textual amendment. The amendment, if approved, would amend Section 17.6.16 Subd. 4. B. of the Zoning Ordinance to remove childcare centers.

Policy Objectives

In 2015 the City changed the name of the Industrial District in the Zoning Ordinance to Office/Manufacturing District. There were no changes to the types of allowed or conditional uses with the change. The zoning of the business park was then changed from Industrial and Regional Commercial to Office/Manufacturing. Staff really did not take into account that with the change uses that were allowed in the easterly portion of the business park may not be allowed with the change. This has thus brought about the proposed change.

Financial Impacts

The Zoning Ordinance Text Amendment fee is \$300. These fees have been waived since the city is the applicant.

Advisory Committee Recommendation

The Planning Commission has recommended approval of the Zoning Ordinance Text Amendment on a 4–0 vote.

Attachments

- Ordinance No. 499A

ORDINANCE NO. 499A

AN ORDINANCE TO AMEND CHAPTER 17 OF THE MUNICIPAL CODE
TO ALLOW CHILD CARE CENTERS IN THE
OM – OFFICE/MANUFACTURING DISTRICT

The City Council of the City of Cloquet does hereby ordain as follows:

Section 1. Section 17.4.16 Subd. 4 Prohibited Uses is amended to read:

B. Institutional. Schools, orphanages, homes for the aged, and similar institutions for human care.

Section 2. Effective Date. This ordinance shall take effect and be in force from and after its passage and publication in accordance with law.

Passed this ___ day of _____, 2022.

CITY OF CLOQUET

By: _____
Its Mayor

ATTEST:

By: _____
Its City Administrator

Published this _____ day of _____, 2022.