



CITY OF CLOQUET

**City Council Agenda
Tuesday, March 7, 2023
6:00 p.m.
City Hall Council Chambers**

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
 - a. Approval of March 7, 2023 Council Agenda
4. **Approval of Council Minutes**
 - a. Regular Council Minutes from the February 21, 2023 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. 23-11, Authorizing the Payment of Bills and Payroll
 - b. Resolution No. 23-13, Approving the Solicitation of Bids for the 2023 Sanitary Sewer Lining Project
 - c. Approve Reappointment of Parks Commissioner – M. Collins
 - d. Approve Temporary On-Sale Liquor License – Queen of Peace School
7. **Public Hearings**
 - a. Now is the time and place for the Public Hearing on the final assessments for the 14th Street Utility Reconstruction
 - Resolution No. 23-12, Adopting Assessments for Utility Improvements Along 14th Street
8. **Presentations**

None.



**City Council Agenda
Tuesday, March 7, 2023
6:00 p.m.
City Hall Council Chambers**

9. Council Business

- a. Resolution No. 23-14, A Resolution Supporting Application for Legislative-Citizen Commission on Minnesota Resources (LCCMR) Funding Associated with St. Louis River Bridge Improvements
- b. Ordinance No. 507A, An Ordinance Amending Cloquet City Code Section 5.6, Regulating the Operation of Snowmobiles, Off-Highway Motorcycles and Special Vehicles, Including All-Terrain Vehicles, Motorized Golf Carts, Utility Task Vehicles and Mini-Trucks Within the City of Cloquet – First Reading
- c. Ordinance No. 505A, An Ordinance Amending City Code Section 9.2 Project Labor Agreements to Amend the Definition of “Covered Project” – Second Reading

10. Council Comments, Announcements, and Updates

11. Adjournment

Cloquet Council Chambers
6:00 P.M. February 21, 2023

Regular Meeting

Roll Call

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

Councilors Absent: None

Pledge of Allegiance

AGENDA

MOTION: Councilor Carlson moved and Councilor Lamb seconded the motion to approve the February 21, 2023 agenda. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Kolodge moved and Councilor Keller seconded the motion to approve the Work Session and Regular Meeting minutes of February 7, 2023 as presented. The motion carried unanimously (7-0).

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

MOTION: Councilor Lamb moved and Councilor Wilkinson seconded the motion to adopt the Consent Agenda of February 21, 2023 approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 23-08, Authorizing the Payment of Bills
- b. Resolution No. 23-10, Approving Application for Exempt Permit to Conduct a Raffle Event at Queen of Peace Parish
- c. Approve Peddlers, Solicitors & Transient Merchants License for Marksman Trading Post

PUBLIC HEARINGS

There were none.

PRESENTATIONS

There were none.

ADOPTING POLICIES FOR ADMINISTRATION OF MN DEED SMALL CITIES DEVELOPMENT PROGRAM

MOTION: Councilor Wilkinson moved and Councilor Lamb seconded the motion to approve **RESOLUTION NO. 23-09, A RESOLUTION ADOPTING POLICIES FOR ADMINISTRATION OF MN DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT SMALL CITIES DEVELOPMENT PROGRAM.** The motion carried unanimously (7-0).

WHEREAS, the City of Cloquet has entered into an agreement with the State of Minnesota, Department of Employment and Economic Development for the allocation of grant funding by the United States Department of Housing and Urban Development under the Community Development Block Grant Program with the City of Cloquet acting as the legal sponsor for this public infrastructure project; and

WHEREAS, certain guidelines, policies, and procedures are required to enable the City of Cloquet to achieve the goals of the Small Cities Development Program; and

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

Cloquet adopts the attached policies and plans, as listed herein, for the Small Cities Development Program:

Residential Anti-Displacement and Relocation Assistance Plan
 Conflict of Interest
 Procedures to ensure No Excluded or Debarred Contractors
 Drug-Free Workplace
 Fair Housing Plan
 Prohibition of Excessive Force
 Section 3 and Women / Minority Business Compliance Plan

AMENDING CHAPTER 5 OF CITY CODE, ATV PERMIT REQUIREMENTS – FIRST READING

City Council is asked to review the proposed **ORDINANCE NO. 506A, AN ORDINANCE TO AMEND CHAPTER 5 OF THE CITY CODE TO REMOVE THE ATV PERMIT REQUIREMENTS**. Action will be taken at the March 7th City Council meeting.

The Mayor and City Council of the City of Cloquet does hereby ordain that Chapter 5.6 of the Cloquet City Code is hereby amended and replaced with the following:

Section 5.6: Regulation of Snowmobiles, Off-Highway Motorcycles, and Special Vehicles Including All-Terrain Vehicles (ATVs), Motorized Golf Carts, Utility Task Vehicles and Mini-Trucks within City Limits

5.6.01 Intent. It is the intent of this Section to supplement Minnesota Statutes chapters 84 and 169, as they may be amended from time to time, concerning the operation of snowmobiles, all-terrain vehicles (ATVs), off-highway motorcycles, and special vehicles as defined in Minn. Stat. 169.045. This section is not intended to allow otherwise what Minnesota State Statutes prohibit, nor prohibit what Minnesota State Statutes allow.

5.6.02 Definitions.

Subd. 1 Snowmobiles. “Snowmobiles” as used in this Section shall have the meaning as defined in Minn. Stat. Section 84.81 as it may be amended from time to time and presently means any self-propelled vehicle or any vehicle propelled or drawn by a self-propelled vehicle designed to travel across ice or snow steered by skis or runners, but not operated exclusively upon railroad or trolley tracks.

Subd. 2 All-terrain Vehicles/ATV. “All-terrain vehicle or ATV” as used in this Section shall have the meaning as defined in Minn. Stat. Section 84.92 as it may be amended from time to time and presently means a motorized flotation-tired vehicle of not less than three low-pressure tires, but not more than six tires that are limited in engine displacement of less than 800 cubic centimeters and total dry weight of fewer than 900 pounds.

Subd. 3 Off-Highway Motorcycle. “Off-highway motorcycle” as used in this Section shall have the meaning as defined in Minn. Stat. Section 84.787 as it may be amended from time to time and presently means a motorized, off-highway vehicle traveling on two wheels and having a seat or saddle designed to be straddled by the operator and handlebars for steering control, including a vehicle that is registered under chapter 168 for highway use if it is also used for off-highway operation on trails or unimproved terrain.

Subd. 4 Motorcycle. “Motorcycle” as used in the Section shall mean every motor vehicle not otherwise defined above having a saddle for the use of the rider and designated for travel on not more than three vehicles in contact with the ground, including motor scooters and bicycles with a motor attached, but excluding a tractor.

Subd. 5 Motorized Golf Cart. A vehicle commonly known as a golf cart has at least three wheels and either an electric or gas-powered motor.

Subd. 6 Mini-Truck. As defined in Minn. Stat. § 169.01, subd. 40(a), which presently is a motor vehicle that has four wheels; is propelled by an electric motor with a rated power of 7,500 watts or less or an internal combustion engine with a piston displacement capacity of 660 cubic centimeters or less; has a total dry weight of 900 to 2,200 pounds; contains an enclosed cabin and a seat for the vehicle operator; commonly resembles a pickup truck or van, including a cargo area or bed located at the rear of the vehicle; and was not originally manufactured to meet federal motor vehicle safety standards required of motor vehicles in the Code of Federal Regulations, title 49, sections 571.101 to 571.404, and successor requirements. A mini-truck does not include: a neighborhood

electric vehicle or a medium-speed electric vehicle as defined by § 73.11; or a motor vehicle that meets or exceeds the regulations in the Code of Federal Regulations, title 49 section 571.500, as it may be amended from time to time.

Subd. 7 Utility Task Vehicle (UTV). A utility task vehicle is a side-by-side, four-wheel drive, off-road vehicle with four wheels, propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less, and has a total dry weight of 1,800 but less than 2,600 pounds.

Subd. 8 Motor Vehicle. “Motor Vehicle” as used in this Section shall mean every self-propelled device in, upon, or by which any person or property is or may be transported or drawn within the City, regardless of whether the motor vehicle is required by law to be registered with the State of Minnesota and regardless of whether the driver, operator or person in physical control of the vehicle is required by law to have obtained a license, permit or endorsement to a license to operate the motor vehicle within the State of Minnesota lawfully. A Motor vehicle shall not include a vehicle moved solely by human power but shall include without limitation the following:

- A. Snowmobile as defined in Subdivision 1.
- B. Recreational vehicles and ATVs, including but not limited to the following:
 - (1) Motorized dirt bike having two or more wheels; and
 - (2) Motorized all-terrain vehicle having three or more wheels, such as a three-wheeler or four-wheeler; and,
- C. Off-highway motorcycle as defined in Subdivision 3;
- D. Motorcycle as defined in Subdivision 4.
- E. Any other motor vehicle as shall be defined in this Section regardless of the vehicle's number of wheels or mode of self-propulsion if other than solely by human power, including but not limited to the following types of commonly understood vehicles:
 - (1) Automobile;
 - (2) Truck; and
 - (3) Van
 - (4) Motorized Golf Cart as defined in Subdivision 5
 - (5) Mini truck as defined in Subdivision 6
 - (6) Utility Task Vehicle as defined in Subdivision 7

5.6.03 Snowmobile and Off-Highway Motorcycle Operation. Unless otherwise specifically modified herein, the City hereby adopts (as they are amended from time to time) Minn. Stat. §84.81 to §84.915 relating to the operation of snowmobiles and §84.787 to §84.796 relating to the operation of off-highway motorcycles within the city limits. In addition, a snowmobile may operate on city roadways and road shoulders. The inside bank or slope of those city streets, county roads, and state highways as are designated on a City Snowmobile Map, which the City shall maintain provided that operation occurs on the farthest right-hand side of the street, road, or highway and whenever possible and legal the operation occurs within the ditch and always in the same direction as traffic.

Subd. 1. Snowmobile Restrictions. However, it shall be unlawful to operate a snowmobile within city limits as follows:

- a. On a public sidewalk used for pedestrian travel;
- b. On boulevards located within the public right-of-way;
- c. On private property except where permission has been obtained from its owner;
- d. On public property, playgrounds, parks, and recreation areas except as designated on the City Snowmobile Map;
- e. On any school grounds, except as permission has been expressly obtained from school authorities;
- f. At a rate of speed over 30 miles per hour but in no event at a rate of speed greater than reasonable and proper under existing conditions;
- g. To operate a snowmobile in a careless, reckless, or negligent manner to endanger person or property; and,
- h. In a manner that disturbs, annoys, or interferes with the peace and quiet of the public.

5.6.04 Authorized Use of ATVs (all-terrain vehicles), motorized golf carts, utility task vehicles, and mini trucks within city limits. Consistent with Minn. Stat. 169.045, ATVs, motorized golf carts, utility task vehicles, and mini-trucks, as defined in this

Section, will only be allowed on designated streets or roadways within the City as designated by the City on a City ATV Route Map which the City shall maintain. It will otherwise comply with the provisions of Minn. Stat. 169.045 as amended from time to time. However, from and after the adoption of this Code section, no person shall drive, operate or be in physical control of any motor vehicle as shall be defined in this Section on the private property of another within the City without the express permission of the owner of the property, nor shall any person drive, operate or be in physical control of a motorized golf cart, all-terrain vehicle, utility task vehicle or mini-truck as shall be defined in this Section upon any lands owned, controlled or regulated by the City and used as a City Park, or otherwise owned by the City, except where specifically permitted by the City as shall be provided for below in this Section.

In that regard, the Mayor, subject to the consent of the Council, shall be instructed to determine what areas of the City-owned, controlled, or regulated lands, if any, will be allowed for this use. For the purpose of designating permitted areas, the City shall post signs of the type typically used in highway traffic regulation by the City designating the areas in which such use will be permitted. In designated areas, it shall be lawful to drive, operate or be in physical control of a motorized golf cart, all-terrain vehicle, utility task vehicle, or mini-truck.

Unless otherwise specifically modified herein, the City hereby adopts the provisions of Minn. Stat. §84.92 to §84.929 relating to the operation of ATVs as they are amended from time to time and adopted by reference.

Subd 1. Motorized golf carts, all-terrain vehicles, utility task vehicles, and mini-trucks are permitted to operate only on designated city streets, not state or federal highways, except to cross at designated intersections.

Subd 2. Motorized golf carts, all-terrain vehicles, utility task vehicles, and mini-trucks are prohibited from city sidewalks except for snow removal or, unless otherwise exempt, as provided herein.

Subd 3. Except for snow removal, motorized golf carts, all-terrain vehicles, utility task vehicles, and mini-trucks may only be operated on designated roadways from sunrise to sunset unless equipped with original equipment headlights, tail lights, and rear-facing brake lights. Except for purposes of snow removal, they shall not be operated in inclement weather or when visibility is impaired by weather, smoke, or other conditions, or at any time when there is insufficient visibility to see persons and vehicles on the roadway at a distance of 500 (Five Hundred) feet.

Subd 4. Motorized golf carts shall display the slow-moving vehicle emblem provided for in Minn. Stat. §169.045, as it may be amended from time to time when operated on designated roadways.

Subd 5. Motorized golf carts, all-terrain vehicles, utility task vehicles, and mini-trucks shall be equipped with a rear-view mirror to provide the driver with an adequate vision from behind as required by Minn. Stat. §169.70.

Subd 6. The operator of a motorized golf cart, all-terrain vehicle, utility task vehicle, or mini-truck may cross any street or highway intersecting a designated roadway.

Subd 7. When operating a motorized golf cart, all-terrain vehicle, utility task vehicle, or mini truck, the operator must have proof of insurance.

Subd 8. Every person operating a motorized golf cart, an all-terrain vehicle, a utility task vehicle, or a mini-truck on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat., Ch. 169, as it may be amended from time to time, except when these provisions cannot reasonably be applied to motorized golf carts or mini-trucks and except as otherwise specifically provided in Minn. Stat. §169.045(7), as it may be amended from time to time.

Subd 10. Additional Mini-truck equipment requirements:

A. A mini truck may be operated on designated roadways if it is equipped with all of the following:

- (1) At least two headlamps.
- (2) At least two tail lamps.
- (3) Front and rear turn-signal lamps.
- (4) An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side or an interior mirror.

- (5) A windshield.
- (6) A seat belt for the driver and front passenger.
- (7) A parking brake.

Subd 11. The number of occupants on the golf cart, all-terrain vehicle, utility task vehicle, or mini-truck may be, at most, the design occupant load.

5.6.05 Limitation of Liability. Nothing in this subchapter shall be construed as an assumption of liability by the City for any injuries to persons or damage to property that may result from the operation of a motorized golf cart, all-terrain vehicle, utility task vehicle, or mini truck.

5.6.06 Violations and Penalties. Any person violating any provision of this code section shall be guilty of a misdemeanor.

AMENDING CITY CODE SECTION 9.2 PROJECT LABOR AGREEMENTS TO AMEND THE DEFINITION OF “COVERED PROJECT” – FIRST READING

City Councilors are asked to review proposed **ORDINANCE NO. 505A, AN ORDINANCE AMENDING CITY CODE SECTION 9.2 PROJECT LABOR AGREEMENTS TO AMEND THE DEFINITION OF “COVERED PROJECT”**. Action will be taken at the March 7th City Council meeting.

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

Section 1. City Code Amendment. That the Cloquet City Code be amended by replacing in its entirety the definition of “Covered Project” found in the paragraph titled “Covered Project Defined.”, found in Section 9.2.02 of Section 9.2: Project Labor Agreements, of Chapter 9 - Public Works, to read as follows:

Covered Project Defined. “Covered Project” means that the City has a contract for construction services on a Project owned by the City with a total Project cost of \$175,000 or more.

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

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

City Administrator Peterson gave a reminder that winter parking is still in effect and with the upcoming snowstorm, cars that are in violation of the ordinance will be ticketed and towed.

ADJOURNMENT

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

Tim Peterson, City Administrator



ADMINISTRATIVE OFFICES

101 14th Street • Cloquet MN 55720
Phone: 218-879-3347 • Fax: 218-879-6555
www.cloquetmn.gov

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Ann Michaud, Assistant Finance Director
Reviewed by: Tim Peterson, City Administrator *TP*
Date: March 7, 2023

ITEM DESCRIPTION: Payment of Bills and Payroll

Proposed Action

Staff recommends the Council move to adopt **RESOLUTION NO. 23-11, 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. 23-11

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 | \$ | 497,227.84 |
| 202 | Federal CDBG Loan (EDA) | | 46.00 |
| 231 | Public Works Reserve | | 1,741.98 |
| 600 | Water - Lake Superior Waterline | | 55,175.86 |
| 601 | Water - In Town | | 48,228.12 |
| 602 | Sewer Fund | | 105,387.52 |
| 605 | Stormwater Fund | | 1,547.10 |
| | TOTAL: | \$ | 709,354.42 |

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 7TH DAY OF MARCH, 2023.**

ATTEST:

Roger Maki, Mayor

Tim Peterson, City Administrator

INVOICES DUE ON/BEFORE 03/07/2023

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|----------|--------------------------------|--------------------------|------------|
| 112050 | ADVANCED SERVICES INC | 11,500.50 | 1,090.00 |
| 118950 | ARAMARK UNIFORM & CAREER | 15,192.97 | 576.15 |
| 121000 | ARROWHEAD SPRINGS INC | 1,731.00 | 101.00 |
| 121350 | ASPEN MILLS INC | 4,481.24 | 1,016.77 |
| 123150 | B W DISTRIBUTING | 2,766.08 | 129.99 |
| 134000 | CARLTON COUNTY HIGHWAY DEPT | 1,251,733.03 | 3,609.24 |
| 134300 | CARLTON COUNTY RECORDER | 690.00 | 46.00 |
| 135710 | CAYWOOD OIL & PROPANE, LLC | 652.98 | 149.00 |
| 137310 | CENTURY LINK | 8,668.91 | 151.49 |
| 137340 | CHAMBERLAIN OIL CO., INC. | 18,156.13 | 110.50 |
| 139025 | CINTAS | 5,621.89 | 156.90 |
| 139030 | CINTAS CORPORATION NO 2 | 12,824.27 | 517.94 |
| 139800 | CLOQUET AREA CHAMBER OF COMMER | 80,288.23 | 4,298.00 |
| 140100 | CLOQUET AUTOMOTIVE | 9,914.64 | 316.29 |
| 145300 | COMMUNITY PRINTING | 9,878.33 | 270.00 |
| 147600 | EXELON CORPORATION | 35,322.18 | 4,262.09 |
| 151050 | DAKOTA SUPPLY GROUP | 4,806.00 | 68.87 |
| 152485 | DEAD ON ARMS INC | 3,207.66 | 37.00 |
| 161675 | EMC NATIONAL LIFE | 25,363.49 | 1,386.01 |
| 166625 | FIRST AID CORP | 2,618.08 | 343.63 |
| 171100 | FRYBERGER, BUCHANAN, SMITH & | 271,844.42 | 82.50 |
| 172300 | GARTNER REFRIGERATION COMPANY | 35,753.10 | 207.50 |
| 175200 | GOPHER STATE ONE CALL INC | 1,510.75 | 20.25 |
| 175700 | GRAINGER | 12,434.41 | 547.32 |
| 179340 | HAGENS GLASS & PAINT | 26,691.80 | 378.21 |
| 180500 | HAWKINS INC | 130,471.60 | 157.84 |
| 184100 | HR GREEN INC | 4,985.50 | 626.75 |
| 198100 | L M C I T | 1,188,760.00 | 1,000.00 |
| 198900 | LAKE SUPERIOR ENERGY COMPANY | 1,426.39 | 577.50 |
| 204500 | LITTLE FALLS MACHINE INC | 11,673.60 | 245.81 |
| 205600 | LOOKING GLASS MEDIA | 1,125.00 | 1,300.00 |
| 211400 | MENARDS INC | 9,493.35 | 83.90 |
| 211700 | METRO SALES, INC. | 9,614.87 | 31.27 |
| 212400 | MICHAUD DIST INC | 405.30 | 20.80 |
| 212700 | MID-STATE TRUCK SERVICE INC | 39,502.61 | 373.28 |
| 219067 | MN DEPT OF ADMINISTRATION | 24,386.44 | 1,741.98 |
| 225900 | MOMENTUM ECM LLC | 4,795.50 | 86.80 |
| 226900 | MOOSE LAKE VETERINARY CLINIC | 16,800.00 | 150.00 |
| 234900 | NORTHERN ENGINE & SUPPLY | 1,310.73 | 229.64 |
| 235450 | NORTHERN SAFETY TECHNOLOGY INC | 219.29 | 100.56 |
| 235565 | NORTHERN TOOL & EQUIPMENT | 1,964.20 | 499.96 |
| 241950 | PACE ANALYTICAL SERVICES INC | 5,747.73 | 458.00 |
| 244975 | PINE KNOT LLC | 119,963.75 | 82.50 |
| 248650 | THE PROJECT CENTER | 2,358.60 | 377.44 |

DATE: 03/02/2023
TIME: 10:57:07
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 03/07/2023

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|----------|-------------------------------|--------------------------|------------|
| 259900 | SAMBATEK, INC | 8,372.50 | 462.00 |
| 268800 | STOCK TIRE COMPANY | 11,486.68 | 223.00 |
| 269300 | STREICHER'S | 485.98 | 187.00 |
| 270400 | SUPERIOR WATER, LIGHT & POWER | 128.88 | 105.28 |
| 271975 | TEAMSTERS JOINT COUNCIL 32 | 650,947.00 | 48,050.00 |
| 276700 | TRITECH SOFTWARE SYSTEMS | 28,826.06 | 26,282.05 |
| 278600 | TWIN PORT MAILING | 50,933.47 | 6,367.03 |
| 279100 | U S BANK EQUIPMENT FINANCE | 8,615.29 | 376.84 |
| 281250 | UNITED RENTALS | 0.00 | 3,080.00 |
| 283700 | USA BLUEBOOK | 9,925.04 | 304.41 |
| 286900 | W L S S D | 1,055,010.00 | 75,848.00 |
| 287800 | WAL-MART COMMUNITY | 1,350.54 | 251.91 |
| 287900 | WAL-MART COMMUNITY | 715.28 | 32.27 |
| 288150 | WASTE MANAGEMENT NORTHERN MN | 458.37 | 70.03 |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 6,230.08 |
| 291400 | WOOD CITY MOTORS | 5,062.83 | 151.67 |
| R0002296 | STEPP MFG | 0.00 | 316.02 |
| | TOTAL ALL VENDORS: | | 196,354.27 |

City of Cloquet
Vendor Summary Report Reconciliation
Invoices Due On/Before 3/7/2023

| | |
|-------------------------------------|--------------------------|
| Bills | 196,354.27 |
| Less: CAFD | 0.00 |
| Less: Library | (27.97) |
| Bills approved | 196,326.30 |
| Other: | |
| Payroll | 550,455.13 |
| Payroll - benefits | <u>(37,427.01)</u> |
| Total Bills and Payroll Approved | <u><u>709,354.42</u></u> |

DATE: 03/02/23
TIME: 10:57:44
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/07/2023

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|--------------|------------------------------|--------------------------|------------|
| ----- | | | |
| GENERAL FUND | | | |
| 00 | | | |
| 161675 | EMC NATIONAL LIFE | 25,363.49 | 1,386.01 |
| 271975 | TEAMSTERS JOINT COUNCIL 32 | 650,947.00 | 36,041.00 |
| | | | 37,427.01 |
| | | | |
| 41 | GENERAL GOVERNMENT | | |
| 139025 | CINTAS | 5,621.89 | 72.31 |
| 139030 | CINTAS CORPORATION NO 2 | 12,824.27 | 34.58 |
| 171100 | FRYBERGER, BUCHANAN, SMITH & | 271,844.42 | 82.50 |
| 211400 | MENARDS INC | 9,493.35 | 27.97 |
| 212400 | MICHAUD DIST INC | 405.30 | 20.80 |
| 225900 | MOMENTUM ECM LLC | 4,795.50 | 86.80 |
| 244975 | PINE KNOT LLC | 119,963.75 | 82.50 |
| 279100 | U S BANK EQUIPMENT FINANCE | 8,615.29 | 141.33 |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 2,586.98 |
| | GENERAL GOVERNMENT | | 3,135.77 |
| | | | |
| 42 | PUBLIC SAFETY | | |
| 121350 | ASPEN MILLS INC | 4,481.24 | 1,016.77 |
| 139025 | CINTAS | 5,621.89 | 84.59 |
| 139030 | CINTAS CORPORATION NO 2 | 12,824.27 | 56.02 |
| 140100 | CLOQUET AUTOMOTIVE | 9,914.64 | 316.29 |
| 145300 | COMMUNITY PRINTING | 9,878.33 | 270.00 |
| 152485 | DEAD ON ARMS INC | 3,207.66 | 37.00 |
| 226900 | MOOSE LAKE VETERINARY CLINIC | 16,800.00 | 150.00 |
| 269300 | STREICHER'S | 485.98 | 187.00 |
| 271975 | TEAMSTERS JOINT COUNCIL 32 | 650,947.00 | 12,009.00 |
| 276700 | TRITECH SOFTWARE SYSTEMS | 28,826.06 | 26,282.05 |
| 279100 | U S BANK EQUIPMENT FINANCE | 8,615.29 | 188.41 |
| 287900 | WAL-MART COMMUNITY | 715.28 | 32.27 |
| 291400 | WOOD CITY MOTORS | 5,062.83 | 58.62 |
| | PUBLIC SAFETY | | 40,688.02 |
| | | | |
| 43 | PUBLIC WORKS | | |
| 121000 | ARROWHEAD SPRINGS INC | 1,731.00 | 80.00 |
| 123150 | B W DISTRIBUTING | 2,766.08 | 65.00 |

INVOICES DUE ON/BEFORE 03/07/2023

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|--------------|--------------------------------|-----------------------|------------|
| ----- | | | |
| GENERAL FUND | | | |
| 43 | PUBLIC WORKS | | |
| 134000 | CARLTON COUNTY HIGHWAY DEPT | 1,251,733.03 | 3,609.24 |
| 137340 | CHAMBERLAIN OIL CO., INC. | 18,156.13 | 110.50 |
| 139030 | CINTAS CORPORATION NO 2 | 12,824.27 | 205.28 |
| 166625 | FIRST AID CORP | 2,618.08 | 343.63 |
| 175200 | GOPHER STATE ONE CALL INC | 1,510.75 | 10.13 |
| 198100 | L M C I T | 1,188,760.00 | 1,000.00 |
| 204500 | LITTLE FALLS MACHINE INC | 11,673.60 | 245.81 |
| 211700 | METRO SALES, INC. | 9,614.87 | 10.43 |
| 212700 | MID-STATE TRUCK SERVICE INC | 39,502.61 | 373.28 |
| 234900 | NORTHERN ENGINE & SUPPLY | 1,310.73 | 229.64 |
| 235450 | NORTHERN SAFETY TECHNOLOGY INC | 219.29 | 100.56 |
| 235565 | NORTHERN TOOL & EQUIPMENT | 1,964.20 | 299.97 |
| 248650 | THE PROJECT CENTER | 2,358.60 | 377.44 |
| 268800 | STOCK TIRE COMPANY | 11,486.68 | 223.00 |
| 281250 | UNITED RENTALS | | 840.00 |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 101.00 |
| 291400 | WOOD CITY MOTORS | 5,062.83 | 93.05 |
| R0002296 | STEPP MFG | | 316.02 |
| | PUBLIC WORKS | | 8,633.98 |
| 45 | CULTURE AND RECREATION | | |
| 112050 | ADVANCED SERVICES INC | 11,500.50 | 1,090.00 |
| 118950 | ARAMARK UNIFORM & CAREER | 15,192.97 | 576.15 |
| 135710 | CAYWOOD OIL & PROPANE, LLC | 652.98 | 149.00 |
| 137310 | CENTURY LINK | 8,668.91 | 133.26 |
| 139030 | CINTAS CORPORATION NO 2 | 12,824.27 | 72.54 |
| 147600 | EXELON CORPORATION | 35,322.18 | 4,262.09 |
| 172300 | GARTNER REFRIGERATION COMPANY | 35,753.10 | 207.50 |
| 179340 | HAGENS GLASS & PAINT | 26,691.80 | 378.21 |
| 211400 | MENARDS INC | 9,493.35 | 27.96 |
| 281250 | UNITED RENTALS | | 140.00 |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 498.60 |
| | CULTURE AND RECREATION | | 7,535.31 |
| 46 | COMMUNITY DEVELOPMENT | | |
| 139800 | CLOQUET AREA CHAMBER OF COMMER | 80,288.23 | 4,298.00 |
| 279100 | U S BANK EQUIPMENT FINANCE | 8,615.29 | 47.10 |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 575.93 |
| | COMMUNITY DEVELOPMENT | | 4,921.03 |

DATE: 03/02/23
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ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 03/07/2023

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|--------------------------------|------------------------------|--------------------------|------------|
| ----- | | | |
| FEDERAL CDBG LOAN (EDA) | | | |
| 46 | COMMUNITY DEVELOPMENT | | |
| 134300 | CARLTON COUNTY RECORDER | 690.00 | 46.00 |
| | COMMUNITY DEVELOPMENT | | 46.00 |
| LIBRARY FUND | | | |
| 45 | CULTURE AND RECREATION | | |
| 211400 | MENARDS INC | 9,493.35 | 27.97 |
| | CULTURE AND RECREATION | | 27.97 |
| PUBLIC WORKS RESERVE | | | |
| 42 | PUBLIC SAFETY | | |
| 219067 | MN DEPT OF ADMINISTRATION | 24,386.44 | 1,741.98 |
| | PUBLIC SAFETY | | 1,741.98 |
| WATER - LAKE SUPERIOR WATERLIN | | | |
| 50 | STATION 1 | | |
| 198900 | LAKE SUPERIOR ENERGY COMPANY | 1,426.39 | 577.50 |
| | STATION 1 | | 577.50 |
| 51 | STATION 2 | | |
| 121000 | ARROWHEAD SPRINGS INC | 1,731.00 | 21.00 |
| 137310 | CENTURY LINK | 8,668.91 | 18.23 |
| 139030 | CINTAS CORPORATION NO 2 | 12,824.27 | 39.60 |
| 175700 | GRAINGER | 12,434.41 | 107.46 |
| 235565 | NORTHERN TOOL & EQUIPMENT | 1,964.20 | 199.99 |
| 283700 | USA BLUEBOOK | 9,925.04 | 143.16 |
| 288150 | WASTE MANAGEMENT NORTHERN MN | 458.37 | 70.03 |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 344.04 |
| | STATION 2 | | 943.51 |
| 52 | LAKE SUPERIOR WATERLINE | | |

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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/07/2023

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|--------------------------------|-------------------------------|--------------------------|------------|
| ----- | | | |
| WATER - LAKE SUPERIOR WATERLIN | | | |
| 52 | LAKE SUPERIOR WATERLINE | | |
| 139030 | CINTAS CORPORATION NO 2 | 12,824.27 | 7.80 |
| 184100 | HR GREEN INC | 4,985.50 | 626.75 |
| 259900 | SAMBATEK, INC | 8,372.50 | 462.00 |
| 270400 | SUPERIOR WATER, LIGHT & POWER | 128.88 | 105.28 |
| | LAKE SUPERIOR WATERLINE | | 1,201.83 |
| | | | |
| 57 | ADMINISTRATION | | |
| 287800 | WAL-MART COMMUNITY | 1,350.54 | 157.92 |
| | ADMINISTRATION | | 157.92 |
| | | | |
| WATER - IN TOWN SYSTEM | | | |
| 49 | CLOQUET | | |
| 123150 | B W DISTRIBUTING | 2,766.08 | 39.00 |
| 139030 | CINTAS CORPORATION NO 2 | 12,824.27 | 53.34 |
| 175700 | GRAINGER | 12,434.41 | 174.08 |
| 180500 | HAWKINS INC | 130,471.60 | 157.84 |
| 241950 | PACE ANALYTICAL SERVICES INC | 5,747.73 | 458.00 |
| 281250 | UNITED RENTALS | | 840.00 |
| 283700 | USA BLUEBOOK | 9,925.04 | 161.25 |
| 287800 | WAL-MART COMMUNITY | 1,350.54 | 93.99 |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 254.66 |
| | CLOQUET | | 2,232.16 |
| | | | |
| 54 | BILLING & COLLECTION | | |
| 151050 | DAKOTA SUPPLY GROUP | 4,806.00 | 68.87 |
| 278600 | TWIN PORT MAILING | 50,933.47 | 6,367.03 |
| | BILLING & COLLECTION | | 6,435.90 |
| | | | |
| 57 | ADMINISTRATION & GENERAL | | |
| 175200 | GOPHER STATE ONE CALL INC | 1,510.75 | 6.08 |
| 211700 | METRO SALES, INC. | 9,614.87 | 10.42 |
| 281250 | UNITED RENTALS | | 700.00 |

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 TIME: 10:57:44
 ID: AP443000.WOW

CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/07/2023

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|-----------------------------|---------------------------|--------------------------|------------|
| ----- | | | |
| WATER - IN TOWN SYSTEM | | | |
| 57 | ADMINISTRATION & GENERAL | | |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 466.00 |
| | ADMINISTRATION & GENERAL | | 1,182.50 |
| ENTERPRISE FUND - SEWER | | | |
| 00 | | | |
| 286900 | W L S S D | 1,055,010.00 | -14,319.00 |
| | | | -14,319.00 |
| 55 | SANITARY SEWER | | |
| 123150 | B W DISTRIBUTING | 2,766.08 | 25.99 |
| 139030 | CINTAS CORPORATION NO 2 | 12,824.27 | 48.78 |
| 175700 | GRAINGER | 12,434.41 | 265.78 |
| 281250 | UNITED RENTALS | | 560.00 |
| 286900 | W L S S D | 1,055,010.00 | 90,167.00 |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 23.76 |
| | SANITARY SEWER | | 91,091.31 |
| 57 | ADMINISTRATION & GENERAL | | |
| 175200 | GOPHER STATE ONE CALL INC | 1,510.75 | 4.04 |
| 211700 | METRO SALES, INC. | 9,614.87 | 10.42 |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 1,132.01 |
| | ADMINISTRATION & GENERAL | | 1,146.47 |
| STORM WATER UTILITY | | | |
| 57 ADMINISTRATION & GENERAL | | | |
| 205600 | LOOKING GLASS MEDIA | 1,125.00 | 1,300.00 |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 101.00 |
| | ADMINISTRATION & GENERAL | | 1,401.00 |
| 59 | OPERATIONS | | |

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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/07/2023

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|-------------------|-------------------------|--------------------------|------------|
| STORM WATER 59 | UTILITY OPERATIONS | | |
| 289015 | WELLS FARGO CREDIT CARD | 142,184.21 | 146.10 |
| | OPERATIONS | | 146.10 |
| | TOTAL ALL DEPARTMENTS | | 196,354.27 |



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: City Council
From: John Anderson, Assistant City Engineer
Reviewed By: Tim Peterson, City Administrator *TP*
Date: March 7, 2023

ITEM DESCRIPTION: Authorization to Bid 2023 Sanitary Sewer Lining

Proposed Action

Staff recommends that the City Council move to adopt **RESOLUTION 23-13, APPROVING THE SOLICITATION OF BIDS FOR THE 2023 SANITARY SEWER LINING PROJECT.**

Background/Overview

The City of Cloquet has 46.9 miles of gravity sanitary sewer in service. A significant portion of that sewer was built with vitrified clay pipe (VCP) before polyvinylchloride (PVC) pipe was widely used in sewer construction. The VCP pipe joints tend to leak over time which causes two problems. The first being the fact that ground water can enter the pipe and create a much larger flow when the clear water enters the sewage stream. This added flow creates a larger volume of sewage that is treated by WLSSD. Ultimately, The City of Cloquet pays WLSSD for treatment of the ground water that infiltrates the sanitary sewer system. The second problem created by leaking joints is roots can enter the pipe and create blockages that need to be removed mechanically, which leads to higher maintenance costs and if not caught in time can cause expensive sewage backups in the system.

Trenchless technologies are available to install a liner inside the pipe to seal the pipe and prevent intrusion of roots and ground water. The City Council has acknowledged the need for this type of proactive maintenance in the Capital Improvement Plan (CIP). The CIP includes an item for Sanitary Sewer CIPP Lining, which budgets \$150,000 in 2023 for this work.

To date, the city has lined 28,200 feet of sanitary sewer, or approximately 10% of the system. There is 105,500 feet of sanitary sewer that is VCP that has not been lined.

Staff has assembled a list of sewer lining candidates and grouped them into two bid schedules to be bid with a base bid and, 2 bid alternates. This will provide the most flexibility for the City Council to decide what to include once we have bid numbers presented.

The base bid includes 2,983 LF of CIPP sewer lining. Alternate A& B includes 877 LF of CIPP sewer lining. The areas included in the base bid and alternates A & B are shown in Exhibit A

Policy Objectives

N/A

To Mayor and Council
2023 Sanitary Sewer Lining
March 7, 2023
Page 2

Project Schedule

March 7 – Authorization to bid
March 10 - Bid Advertisement
March 29- Bid Opening
April 4 - Council Award of Project
October 13 – Construction completed

Financial/Budget/Grant Considerations

The CIP budget for this work is \$150,000. Staff have prepared plans and specifications that include a base project and two alternates. The conservative estimated costs are as follows:

| | |
|---------------------|-----------|
| Base Bid | \$150,000 |
| Alternate A&B | \$50,000 |

The project will be bid such that the base bid and alternate can be awarded at the council's discretion. The project will be funded by the sanitary sewer fund.

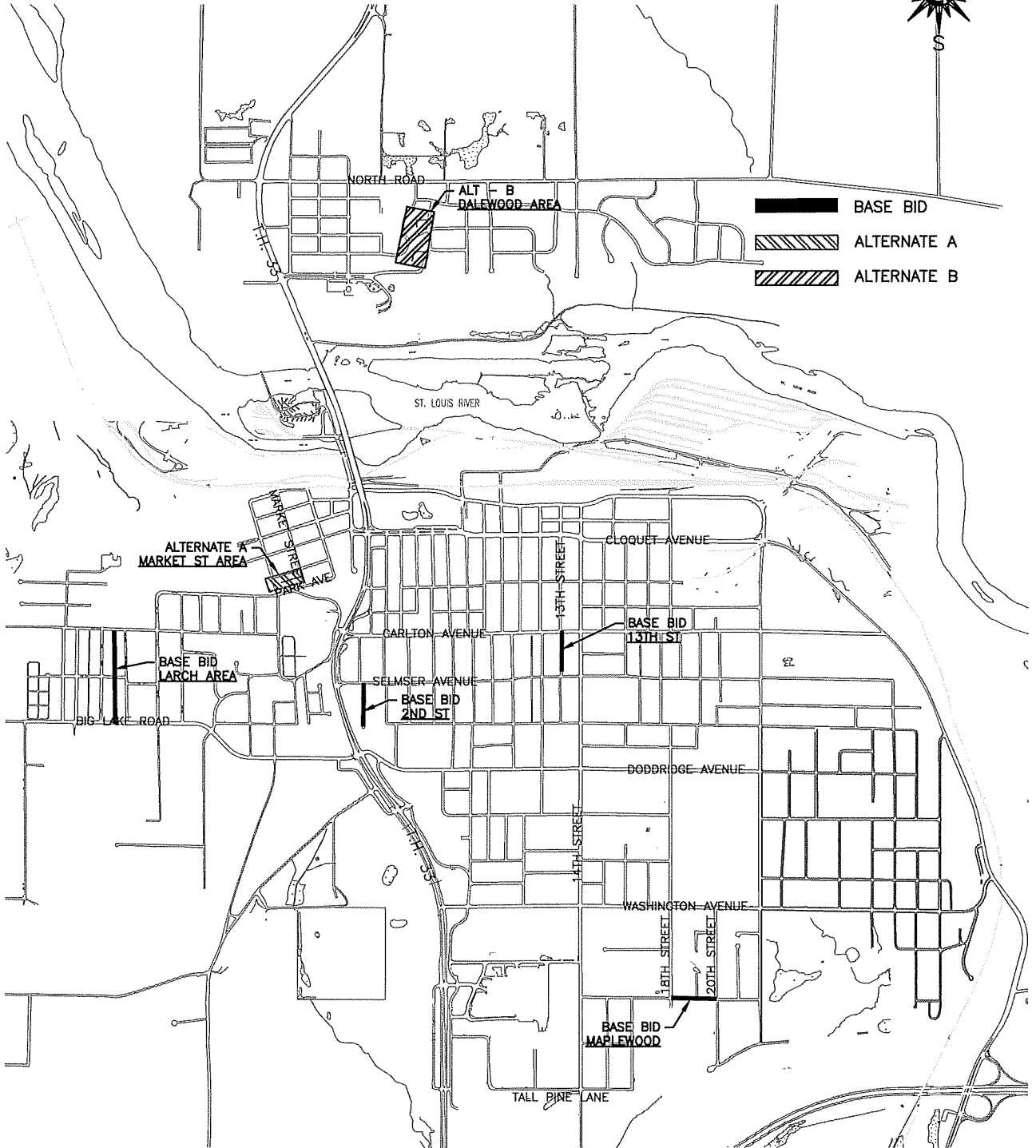
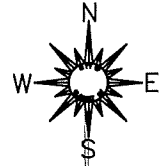
Advisory Committee/Commission Action

N/A

Supporting Documents Attached

- Location Map (Exhibit A)
- Resolution No. 23-13

EXHIBIT A 2023 SANITARY SEWER LINING



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

RESOLUTION NO. 23-13

**RESOLUTION APPROVING THE SOLICITATION OF BIDS FOR
2023 SANITARY SEWER LINING**

WHEREAS, The City has identified a need to maintain its sanitary sewer infrastructure; and

WHEREAS, Proactively reducing inflow and infiltration into the sanitary sewer system will provide benefits to the City of Cloquet both financially and environmentally; and

WHEREAS, A trenchless approach to reducing infiltration provides the most economical approach to this work; and

WHEREAS, The City now wishes to proceed with these improvements.

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

1. Such plans and specifications are hereby approved.
2. The City Engineer is hereby authorized to advertise and solicit bids for such Improvements.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 7th
DAY OF MARCH 2023.**

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Tim Peterson, City Administrator *TP*
Date: March 7, 2023

ITEM DESCRIPTION: Consideration of Reappointment to Parks Commission

Proposed Action

The City Council is asked to consider the reappointment of Matthew Collins to the Parks Commission with a term expiration of December 31, 2025.

Background/Overview

City Code requires the Mayor to appoint members to the various City Boards and Commissions with the approval of City Council. City Council appointed Mr. Collins on March 15, 2022 to fill the remainder of a vacant seat which expired December 31, 2022. Mr. Collins has expressed his interest in continuing to serve on the Parks Commission.

Policy Objectives

The Council can delegate certain functions to appointed administrative Boards and Commissions. Certain Commissions are established per Minnesota Statutes and others serve, such as the Parks Commission, at the direction of the City Council.

Financial/Budget/Grant Considerations

None.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application



ADMINISTRATIVE OFFICES

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

**Application for Appointment to
 Advisory Boards and Commissions**

| | | | |
|--|---------------|--|---|
| Name: Matt Collins | | Date: 2/9/2023 | |
| Address | | | |
| Email: | | | |
| Home Phone: | Work Phone: | Cell Phone: | |
| How long have you lived in Cloquet? 10 plus years | Years/Months: | Which Ward? | |
| What Cloquet community activities have you been involved in? I am involved in Cloquet Youth Baseball and Softball Association. I also volunteer time within the youth Basketball Association and organizing the wiffle ball game at the 4th of July events. | | | |
| Please describe any previous experience you have which is similar to serving on a volunteer Advisory Board/Commission. I currently hold a position on the Cloquet Youth Baseball and Softball Association board of Directors. My title is Baseball Director | | | |
| Do you have a preferred Board/Commission that you are interested in serving on? | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| If yes, fill in the name of Board/Commission: Parks Commision | | | |
| Would you consider an alternate appointment? | | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| If yes, which one? | | | |
| Please describe any schedule conflicts with the regular meeting schedules for the Board/Commissions i.e., routine travel, work schedules and the like. Will prioritize meeting dates | | | |
| Why do you wish to be on a Board/Commission? I wish to be on the board to give an opinion on Youth Sports and how the parks are utilized to benefit the current programs that Cloquet offers. | | | |
| Please describe any other relevant information you would like us to know. I have served on the Parks board previously and am looking to renew my position. | | | |

*** Attach Additional Sheets, if necessary ***



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Tim Peterson, City Administrator
Date: March 7, 2023 *TP*

ITEM DESCRIPTION: Temporary On-Sale Liquor License, Queen of Peace School

Proposed Action

Staff recommends the City Council move to approve the application from the Queen of Peace Catholic School for the issuance of a Temporary On-Sale Liquor License for their annual Masquerade event (formerly called Mardi Gras) to be held at the Queen of Peace Catholic School on April 22, 2023. The license is subject to final approval by the Commissioner of Public Safety.

Background/Overview

Attached the City Council will find an application for a Temporary On-Sale Liquor License from the Queen of Peace Catholic School. They are seeking the license for a one-day event to be held on April 22, 2023 at the Queen of Peace Catholic School.

Under Minnesota Statute and City Code, in order to allow for the event proposed, the applicant is required to obtain a Temporary On-Sale Liquor License which can only be issued to a club or licensed non-profit organization.

City Code states Temporary On-Sale Liquor License applicants must hire law enforcement for security purposes during the event. This would require the applicant to hire two police officers at \$75.00/hr. each for the duration of the event. The applicant is requesting to waive this requirement due to the fact that this event is a fundraiser to help support the daily operations of the school and is a 21 and over event, ensuring all participants are of legal drinking age by carding anyone looking under the age of 40 at the door. They have also indicated there will be several off-duty police officers from Cloquet and Duluth attending the event. The Council has granted the security waiver for this event since 2017.

Policy Objectives

Approval of a temporary license is required under Section 6.3 of the Municipal Code and Minnesota Statutes 340A.404. Under these rules, only a non-profit organization is allowed to obtain a permit for such purposes.

Financial/Budget/Grant Considerations

The City's fee schedule requires a \$50 fee for each license. The applicant has paid the license fee.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Temporary on-sale liquor license application

City of Cloquet
101 14th St
Cloquet, MN 55720

March 1, 2023

To Whom it may concern:

I am writing this letter to request the exemption of Queen of Peace Catholic School's requirement of hiring two police officers, in conjunction with our Temporary on Sale Liquor License, for our Masquerade event on Saturday, April 22nd, 2023.

The Masquerade celebration at Queen of Peace School is a fundraiser to help support the daily operations of our school. We will offer a food buffet and complimentary drinks (including beer and wine) with paid admission. We will also have a DJ for entertainment as well as multiple raffles, silent auction, and a live auction. This will be a 21 and over event. To ensure all participants are of the legal drinking age, we will be carding anyone that looks under 40 years old at the door.

Queen of Peace has been a pillar of our Cloquet community for over 100 years. Numerous events are held at Queen of Peace yearly and we have been upstanding community members. Queen of Peace School and Church run as a not-for profit entity, and we rely heavily on our fundraisers to support our daily operations. The cost of hiring two police officers for our Mardi Gras event would be a burden on our event. In lieu of on-duty police officers, there will be several off-duty police officers from Cloquet and Duluth in attendance the evening of Mardi Gras. We also will offer free cab rides (paid for by our committee) provided by City Cab, for anyone that requests a safe ride home.

Thank you for your consideration of our request.

Respectfully submitted,

Tony Pease



Masquerade Committee Member

tony.pease1986@gmail.com

218-730-7809



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

| | | |
|--------------------------------|----------------------|-------------------|
| Name of organization | Date of organization | Tax exempt number |
| Queen of Peace Catholic School | 1881 | 41-0721655 |

| | | | |
|------------------------------------|---------|-------|----------|
| Organization Address (No PO Boxes) | City | State | Zip Code |
| 102 4th Street | Cloquet | MN | 55720 |

| | | |
|-----------------------------------|----------------|------------|
| Name of person making application | Business phone | Home phone |
| Tony Pease | 218-351-1304 | |

| | | | | |
|------------------|-------------------------------|--|---|---|
| Date(s) of event | Type of organization | <input type="checkbox"/> Microdistillery | <input type="checkbox"/> Small Brewer | |
| April 22, 2023 | <input type="checkbox"/> Club | <input type="checkbox"/> Charitable | <input checked="" type="checkbox"/> Religious | <input type="checkbox"/> Other non-profit |

| | | | |
|-----------------------------|---------|-------|----------|
| Organization officer's name | City | State | Zip Code |
| Len Robinson | Cloquet | MN | 55720 |

| | | | |
|-----------------------------|---------|-------|----------|
| Organization officer's name | City | State | Zip Code |
| Father Nicholas Nelson | Cloquet | MN | 55720 |

| | | | |
|-----------------------------|------|-------|----------|
| Organization officer's name | City | State | Zip Code |
| | | MN | |

Location where permit will be used. If an outdoor area, describe.
Queen of Peace Catholic School (102 4th Street, Cloquet)
Cafeteria

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
NA

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
The Catholic Mutual Relief Society of America
500,000/1,000,000

APPROVAL
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license

Date Approved

Fee Amount

Permit Date

Event in conjunction with a community festival Yes No

City or County E-mail Address

Current population of city

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



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

**CITY OF CLOQUET
 TEMPORARY ON SALE LIQUOR LICENSE APPLICATION**

Check all that apply: Indoor Entertainment Outdoor Entertainment No Entertainment

Organization Name: Queen of Peace Catholic School

Organization Address: 102 4th St

City, State, Zip: Cloquet, MN 55720

Purpose of the Organization: Religious

Is this organization a:

- Charitable, religious, or non-profit organization? Yes No
If yes, attach a copy of the non-profit certificate of incorporation or IRS 501(c)(3) letter.
- Political committee registered under Minnesota Statute 10A.14? Yes No
- Organization which has been existence for three (3) years? Yes No

Contact Person Name: Tony Pesse

Address: _____

City, State, Zip: Cloquet, MN 55720

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-Mail Address: _____

Event Dates and Times: April 22, 2023

Purpose of the Event: Fundraiser

Estimated Total Attendance at the Event: 300-400

Name of Location for Event: Queen of Peace

Address for Event: 102 4th St Cloquet, MN 55720

Is the event a Community Festival? Yes No (Must be designated by the Cloquet City Council.)

Will organization contract for intoxicating liquor? Yes No

If yes, please list:

Name of on sale license holder: _____

Address: _____

Contact Person: _____ Phone No. _____

Full Year On Sale Intoxicating Liquor License No. _____

Will event be outdoors? Yes No

What type of enclosure will be used for the outdoor area? _____

(Area shall be enclosed by a fence or other enclosure)

Describe all types of entertainment to be provided at the event. If entertainment is not planned, describe what will occur.

Live and Silent Auctions, Raffles, food, beer, and wine
Music and Dancing

Days / Times of Entertainment: April 22, 2023 6PM-12 AM

Will there be a band? Yes No


Will the entertainment be amplified? Yes No

Has this organization had any temporary liquor or wine licenses in the City of Cloquet in the past 12 months? Yes No

If yes, list the Event and Date(s): April 30, 2022 Fundraiser

The City of Cloquet reserves the right to request additional information to assist in the evaluation of this application.

I do hereby swear 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 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.

Signature of Applicant:  Date: 3/1/2023

Print Name: Tony Michael Pease
First Middle Last

FOR CITY USE ONLY: (When applicable)

| | Signature: | Approved: | Denied: | Date: |
|---------------------|------------|-----------|---------|-------|
| Police Chief: | | | | |
| City Administrator: | | | | |

Authorization & Release

The undersigned, having filed an application with the City of Cloquet realizing that the City has need to investigate the background and history of the applicant in order to better evaluate his or her application, does hereby authorize and request every law enforcement official and every other person, firm, officer, corporation, association, organization or institution having control of any documents, records or other information pertaining to me to furnish the original or copies of any such documents, records and other information to the City or any of its representatives and to permit said City or any of its representatives to inspect and make copies of any such documents, records and other information. I further authorize any such persons to answer any inquiries, questions or interrogatories concerning the undersigned which may be submitted to them by the City or its authorized representative. I fully understand that the information so obtained by the City may be used by it in its evaluation of my application.

I hereby release and exonerate any person who shall comply with the authorization and request made herein from any and all liability of every nature and kind growing out of and in any way pertaining to the furnishing or inspection of such documents, records and other information.

Data Practices Advisory (*Tennessee Warning*)

Some or all of the information that you are asked to provide on the attached forms are classified by state law as either private or confidential. Private data is information which generally cannot be given to the public, but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to perform background investigations of the applicant, manager and others appearing on the application. This information will be used to determine if it is appropriate for the applicant to be issued a license or permit from the City of Cloquet.

You are not legally required to provide this information. However, failure to furnish the requested information may result in your application being denied.

This information will be used by various City departments in the course of their investigations. In addition, various State and Federal law enforcement agencies may be furnished portions of the information you provide.

If you have any questions in this regard, please contact the City Administrator's Office at (218) 879-3347.

I read and understand the above information regarding my rights as a subject of government data.

**I HAVE READ AND UNDERSTAND THE ABOVE
AUTHORIZATION & RELEASE AND DATA PRACTICES ADVISORY.**



Signature of Applicant

3/1/2023

Date



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 *TRP*
Date: March 7, 2023

ITEM DESCRIPTION: 14th Street Utility Reconstruction Special Assessments

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 23-12, ADOPTING ASSESSMENTS FOR UTILITY IMPROVEMENTS ALONG 14TH STREET.**

Background/Overview

As part of the City's 5-Year Capital Improvement Program (CIP) and approved budget, the sewer and water utilities in 14th Street from Cloquet Avenue to Stanley Avenue were reconstructed in 2021 and 2022.

A Public Hearing on the proposed project was first held on October 6, 2020. Because this was a multi-year project, another public hearing was held on December 7 2021. Following the hearing, the City Council ordered the improvement. Bids for the project were awarded by Carlton County in two separate phases and construction was substantially completed for both phases in the fall of 2022.

The final assessment roll includes 84 individual property owners and the total proposed assessment is approximately \$519,125.36. All of the individual assessments were calculated based on specific rules and formulas outlined in the City's Assessment Policy. Assessments would be payable in equal annual installments extending over a period of ten (10) years and bear interest at a rate of 4.5% per annum. Property owners may prepay the entire assessment, or any portion of it, to the City of Cloquet without interest prior to April 6, 2023. Any principal not paid by November 30th of each year will be certified along with accrued interest to the Carlton County Auditor for collection with the Real Estate Taxes payable over the period stated above.

Written or oral objections will be considered at the hearing however, no appeal may be taken as to the amount of any assessment unless a signed, written objection is filed with the City Administrator prior to the meeting or presented to the presiding officer at the hearing. An owner may appeal an assessment to the District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within 30 days after adoption of the assessment and filing such notice with the District Court within ten days after service upon the Mayor or City Administrator.

To Mayor and Council
March 7, 2023
14th Street Utility Reconstruction Special Assessments
Page 2

Under MN Statutes 435.193 to 435.195, and Chapter 12 of the City Code, the council may, in its discretion, defer the payment of this special assessment for any homestead property owned by a person 65 years of age or older for whom it would be a hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provided in the law, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law and the ordinance adopted under it may, within 30 days of the confirmation of the assessment, apply to the city administrator for the prescribed form for such deferral of payment of this assessment on his property.

Policy Objectives

To adopt final assessments for the completed improvements in accordance with current City Code and State Statute.

Financial/Budget/Grant Considerations

The total cost of the improvement was approximately \$2,102,489 which is slightly below the engineer's estimate of \$2,414,000 and slightly below the budgeted amount of \$2,165,000 . The final assessment roll is attached. Assessments levied are used to reimburse the water and sewer funds over a period of years as set by the Council following the Hearing.

Advisory Committee/Commission Action

N/A

Supporting Documents Attached

- Resolution No. 23-12
- Final Project Assessment Roll
- Staff Presentation

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

RESOLUTION NO. 23-12

**RESOLUTION ADOPTING ASSESSMENTS FOR THE UTILITY
IMPROVEMENTS ALONG 14TH STREET**

WHEREAS, In 2020, the City Council received an engineering study to reconstruct the existing sanitary sewer and water mains along 14th Street from Cloquet Avenue to Stanley Avenue; and

WHEREAS, The Cloquet City Council on October 6th 2020 and again on December 7th 2021 held a hearing to consider the improvement of the sanitary sewer and water mains along 14th Street from Cloquet Avenue to Stanley Avenue; and

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

WHEREAS, Due notice was given that said special assessments would be considered by the City Council at its meeting to be held on March 7, 2023, and at said meeting and time all parties interested were given an opportunity to be heard; and

WHEREAS, The City Council has met, heard and passed upon all objections to the proposed assessment.

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

1. Such assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein is hereby found to be benefitted by the improvement in the amount of the assessment levied against it.
2. Said assessments shall be payable in equal annual installments extending over a period of ten (10) years and shall bear interest at a rate of four- and one-half percent (4.5%) per annum from March 7, 2023. Property owners may prepay the entire assessment, or any portion of it, to the City of Cloquet without interest prior to April 6, 2023. Any principal not paid by November 30th of each year, will be certified along with accrued interest to the Carlton County Auditor for collection with the Real Estate Taxes payable over the period stated above.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 7th
DAY OF MARCH, 2023.**


Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

| Property Owner | Property Address | City State Zip | Parcel No. | Dependent Parcel No. | Subdivision | Description | Frontage | Frontage Assessed | Water Service | Sanitary Service | Water ASSMNT | Sewer ASSMNT | Total ASSMNT | Assessment Categories |
|------------------------------------|---------------------|-------------------|-------------|---|--------------------------------------|--|----------|-------------------|---------------|------------------|--------------|--------------|--------------|-----------------------|
| LS DENTAL BUILDING LLC | 716 14TH ST | CLOQUET, MN 55720 | 06-020-0080 | 06-020-0060 06-020-0100 | CITY OF CLOQUET BLOMGRENS ADDITION | Multiple Parcels | 150.0 | 150 | | 1 | \$ 6,639.00 | \$ 4,920.00 | \$ 11,559.00 | Water - Sewer |
| PETERSON, PAULA | 724 14TH ST | CLOQUET, MN 55720 | 06-020-0120 | | CITY OF CLOQUET BLOMGRENS ADDITION | LOT 4 | 52.2 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| CREMATION SOCIETY OF MINNESOTA LLC | 801 14TH ST | CLOQUET, MN 55720 | 06-230-1980 | 06-230-2040 06-230-2100 | CITY OF CLOQUET UNPLATTED | Multiple Parcels | 232.0 | 232 | | 1 | \$ 10,268.32 | \$ 7,609.60 | \$ 17,877.92 | Water - Sewer |
| MANTHEY, GERALD L | 806 14TH ST | CLOQUET, MN 55720 | 06-230-3260 | | CITY OF CLOQUET UNPLATTED | PT OF N1/2 S1/2 S1/2 OF NW1/4 SW1/4 COM AT W1/4 COR... | 94.7 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| OLSEN, PAULA K | 808 14TH ST | CLOQUET, MN 55720 | 06-230-3220 | | CITY OF CLOQUET UNPLATTED | PT OF N1/2 S1/2 S 1/2 OF NW1/4 SW1/4 COMM AT W 1/4 COR... | 70.0 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| KNUTSON, WENDY L & JOHN E | 809 14TH ST | CLOQUET, MN 55720 | 06-230-2125 | | CITY OF CLOQUET UNPLATTED | BEG AT PT ON E LN OF NE1/4 SE1/4 WH IS 64 RDS S OF NE COR... | 66.0 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| CLARK, DYLAN B M & HAILEY P L | 811 14TH ST | CLOQUET, MN 55720 | 06-230-2160 | | CITY OF CLOQUET UNPLATTED | PT OF SE1/4 OF NE1/4 OF SE1/4 COM AT NE COR OF SE1/4 TH... | 66.0 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| BRYANT, WILLIAM S & JANELLE M | 1312 SAHLMAN AVE | CLOQUET, MN 55720 | 06-335-0040 | | CITY OF CLOQUET SAHLMANS SUBDIV | LOTS 1 & 2 BLK1 | 130.0 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| BUSHEY, JAMIE B & LISA | 904 14TH ST | CLOQUET, MN 55720 | 06-155-0020 | 06-390-0050 | Multiple Plats | Multiple Parcels | 100.0 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| WHITE PINE APARTMENTS CLOQUET LP | 930 14TH ST | CLOQUET, MN 55720 | 06-390-0060 | | CITY OF CLOQUET A J WHITES ADDITION | LOTS 1-3 EX N 21 FT OF W 135 FT OF LOTS 1&2 AND LOT 4 EX... | 146.5 | 146 | | 1 | \$ 6,461.96 | \$ 4,788.80 | \$ 11,250.76 | Water - Sewer |
| HOUSING & REDEVELOPMENT AUTHORITY | 950 14TH ST | CLOQUET, MN 55720 | 06-390-1300 | 06-390-1280 06-390-1260 06-390-1100 | CITY OF CLOQUET A J WHITES ADDITION | Multiple Parcels | 367 | 367 | | | \$ 16,243.42 | \$ - | \$ 16,243.42 | Water |
| | | | | | | | | | | 1 | 0 | | | |
| GARZA, LAURA | 1003 14TH ST | CLOQUET, MN 55720 | 06-335-0440 | | CITY OF CLOQUET SAHLMANS SUBDIV | LOTS 1 AND 2 BLK 2 EX S 38.5 FT THEREOF | 71.5 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| SMITH, EUGENE R & PATRICIA A | 1005 14TH ST | CLOQUET, MN 55720 | 06-335-0460 | | CITY OF CLOQUET SAHLMANS SUBDIV | S 38.5 FT OF LOTS 1 AND 2 BLK 2 ALSO A 33 FT STRIP... | 71.5 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| BONGS, TIMOTHY W | 1006 14TH ST | CLOQUET, MN 55720 | 06-390-1320 | | CITY OF CLOQUET A J WHITES ADDITION | LOT 1 BLK 5 DOC 178258 | 80.34 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| WHITNEY, JANET A | 1008 14TH ST | CLOQUET, MN 55720 | 06-390-1380 | | CITY OF CLOQUET A J WHITES ADDITION | LOT 4 BLK 5 | 95 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| RYAN, TYLER J | 1010 14TH ST | CLOQUET, MN 55720 | 06-230-3360 | | CITY OF CLOQUET UNPLATTED | PT OF SW1/4 OF SW1/4 OF SW1/4 COM SW COR OF... | 111 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| JACOBSON, KENT A & MARY G | 1103 14TH ST | CLOQUET, MN 55720 | 06-330-0320 | | CITY OF CLOQUET RIIHILUOMAS ADDITION | N 75 FT OF LT 9 AND ALL OF LOT 10 BLK 2 | 175 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| HOLZNAGEL, LYNN R & KATHLEEN J | 1402 LINDOLN AVE | CLOQUET, MN 55720 | 06-390-1400 | | CITY OF CLOQUET A J WHITES ADDITION | LOT 1 BLK 6 DOCKET 266587 | 84 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| ZISSOS, JOHN | 1108 14TH ST | CLOQUET, MN 55720 | 06-390-1480 | 06-390-1500 | CITY OF CLOQUET A J WHITES ADDITION | Multiple Lot descriptions | 180 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| NELIS, NORMAN & CANDACE | 1207 WASHINGTON AVE | CLOQUET, MN 55720 | 06-330-0280 | | CITY OF CLOQUET RIIHILUOMAS ADDITION | LOT 8 BLK 2 | | 72 | | 0 | \$ - | \$ 2,361.60 | \$ 2,361.60 | Sewer |
| JACKSON, KIMBERLY | 1109 14TH ST | CLOQUET, MN 55720 | 06-330-0300 | | CITY OF CLOQUET RIIHILUOMAS ADDITION | TH PT OF LT 9 BLK 2 LY SRLY OF N 75 FT | 100.45 | 72 | | 1 | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 | Water - Sewer |
| ELLENA, JOHN A & MARY | 1205 14TH ST | CLOQUET, MN 55721 | 06-510-5832 | | CITY OF CLOQUET | N1/2 NE1/4 NE1/4 NE1/4 EX W 426FT EX N 183 FT OF E... | 150 | 150 | | 1 | \$ - | \$ - | \$ 19,072.00 | Water - Sewer |

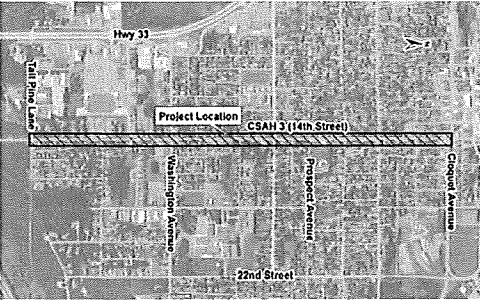
Total = \$ 519,125.36

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| | <p>14th Street Utility Improvements</p>  |
| | <p>Assessment Hearing March 7, 2023</p> <p>John Anderson, Assistant City Engineer</p> |

1

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| | <p>Agenda – 14th Street Utility Improvements Assessment Hearing</p> |
| | <ul style="list-style-type: none"> ■ Staff Presentation ■ City Council Questions ■ Open Public Hearing ■ Council Consider next steps |

2

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|--|---|
| | <p>Project Area</p> |
| |  |

3

| | |
|--|---|
| | <p>Project Funding</p> |
| | <ul style="list-style-type: none"> ■ Sales Tax Funds <ul style="list-style-type: none"> – sanitary sewer, watermain ■ Assessments <ul style="list-style-type: none"> – sanitary sewer, watermain ■ County Highway State Aid Funds <ul style="list-style-type: none"> – Street, sidewalk, multi use trail and Storm sewer |

4

Sewer & Water Costs

- Amount Budgeted for the project – \$2,165,000
- Feasibility Cost Estimate - \$2,414,000
- Construction Contract Actual – \$2,102,489
 - This covers all work to date, All Utility work completed in 2022

5

Assessment Policy

- No Street assessments associated with this project
- Utilities assessments are on a per unit basis
- Typical Residential lots in this area are 72 feet
- Utility assessment / Residential Parcels
 - Estimated at \$7,076 per lot
 - Actual \$5,548.32 per lot (sewer and water)
 - \$3,186.72 Water / \$2,361.60 Sewer
- Utility assessment / Large non-residential parcel
 - Estimated at \$44.49 per foot (water) \$53.80 (sewer)
 - Actual \$44.26 per foot (Water) \$32.80 (Sewer)
 - Range of total Assessment \$10,172 to \$17,878 – 6 parcels

6

Utility Assessment Calculation

| QUANTITY | UNIT | ITEM | BID PRICE | WATER | SEWER | TOTAL |
|----------|------|-------------------------|-------------|--------------|--------------|--------------|
| 575 | LF | 8" PVC SEWER | \$ 49.94 | \$ - | \$ 28,712.63 | \$ 28,712.63 |
| 660 | LF | 8" DIP WATER | \$ 70.17 | \$ 46,308.90 | \$ - | \$ 46,308.90 |
| 27 | LF | 4" MANHOLE | \$ 450.43 | \$ - | \$ 12,971.48 | \$ 12,971.48 |
| 1 | EA | HYDRANT | \$ 6,764.40 | \$ 6,764.40 | \$ - | \$ 6,764.40 |
| 3 | EA | MH CASTINGS | \$ 493.58 | \$ - | \$ 1,360.74 | \$ 1,360.74 |
| 2 | EA | 6" GATE VALVE | \$ 2,576.48 | \$ 5,152.95 | \$ - | \$ 5,152.95 |
| 75 | CY | ROCK EXCAVATION | \$ 150.00 | \$ 5,625.00 | \$ 5,625.00 | \$ 11,250.00 |
| 200 | CY | GRANULAR BEDDING | \$ 19.33 | \$ 1,933.00 | \$ 1,933.00 | \$ 3,866.00 |
| 1 | EA | MISC. FITTINGS | \$ 2,500.00 | \$ 2,500.00 | \$ - | \$ 2,500.00 |
| | | Front Foot Assessment | \$ | \$ 39.52 | \$ | \$ 39.52 |
| | | With Engineering 12% | \$ | \$ 44.26 | \$ | \$ 44.26 |
| | | | | WATER | SEWER | |
| | | Average Residential Lot | 72 feet | \$ 3,186.72 | \$ 2,361.60 | \$ 5,548.32 |

7

Assessment Payments

Payment Options:

- Paid in full without interest within 30 days of the assessment hearing
- Certified and added to property taxes

8

Assessment Payment Financing

Payment details:

- Payment Period – 10 yrs
- Interest Rate – 4.5%
- Collected with Property Taxes
- Typical 72 foot lot would pay about \$700 each year for 10 years
- Payments would begin with 2024 Property Tax

9

Assessment Deferrals

Senior And Retired, Disabled Deferrals

- Eligibility Requirements, deferred assessments continue to accrue interest
- Contact Administration if interested in finding out if you qualify

10

Assessment Objections

- Objections in order to be successful generally need to show the Assessment amount is more than the property value increase due to the improvement

11

Assessment Objections

Process to Object

- Property owner must file written objection with the mayor before completion of this hearing to reserve your right to object
- Serve notice to the Mayor or Administrator within 30 days of this hearing of the objection
- File notice with District Court within 10 days after filing notice with the City

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| | 14th Street Utility Assessment Hearing |
| | <ul style="list-style-type: none">■ Staff Presentation■ City Council Questions■ Hold Public Hearing■ Council Consider adoption of assessment roll |



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed By: Tim Peterson, City Administrator
Date: March 7, 2023

ITEM DESCRIPTION: Pedestrian Bridge LCCMR Funding Application

Proposed Action

Staff recommends that the City Council move to adopt **RESOLUTION NO. 23-14, SUPPORTING APPLICATION FOR LEGISLATIVE-CITIZEN COMMISSION ON MINNESOTA RESOURCES (LCCMR) FUNDING ASSOCIATED WITH ST. LOUIS RIVER BRIDGE IMPROVEMENTS.**

Background/Overview

In 2022 a study was done to refine the scope of proposed improvements to the multiuse pedestrian bridge from Dunlap Island across the north channel of the St. Louis River. The City had previously contracted with AMI Consulting Engineers to conduct both underwater and topside inspections. As part of the 2022 study, local user groups were invited to give feedback on functionality and other needs that may be applicable. With a desired project scope now assembled, the Council is asked to support an application for LCCMR funding from the State of Minnesota.

The LCCMR is made up of 17 members: 5 Senators, 5 Representatives, 5 citizens appointed by the Governor, 1 citizen appointed by the Senate, and 1 citizen appointed by the House. The function of the LCCMR is to make funding recommendations to the legislature for special environment and natural resource projects, primarily from the Environment and Natural Resources Trust Fund (ENRTF). LCCMR funds have been awarded to similar projects in recent years.

Policy Objectives

To protect public safety and limit liability by complying with nationally recognized standards for bridge inspection and maintenance.

Financial/Budget/Grant Considerations

The 2022 study completed by consulting firm S.E.H. estimates a total project cost of \$1.3 - \$2 million depending on the options selected. Currently LCCMR funds require no local match so the application will include a request for 100% funding. The CIP has reserved approximately \$100,000 in sales tax funding which could be used to offset a partial award or to cover excess construction costs as needed.

Advisory Committee/Commission Action

N/A

Supporting Documents Attached

- Resolution No. 23-14

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

RESOLUTION NO. 23-14

**SUPPORTING APPLICATION FOR LEGISLATIVE-CITIZEN COMMISSION ON
MINNESOTA RESOURCES (LCCMR) FUNDING ASSOCIATED WITH
ST. LOUIS RIVER BRIDGE IMPROVEMENTS**

WHEREAS, The City of Cloquet seeks \$2 million to recondition the existing shared use pedestrian, bicycle, ATV and snowmobile bridge over the St. Louis River,

AND WHEREAS, A 2022 study of the Bridge combined structural analysis and user group feedback to identify a scope of improvements including a new bridge deck, pier scour protection, ADA accessibility, security lighting, overlooks and railings.

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

1. That the City of Cloquet supports the above referenced project and authorizes the submittal of a proposal for funding of this project on behalf of the City to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2024 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal; and
2. That, if funding is awarded, the City of Cloquet agrees to accept the award and may enter into an agreement with the state of Minnesota for the above referenced project. The City of Cloquet will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and
3. That City of Cloquet understands that grants from the ENRTF are generally paid out on a reimbursement basis. The City of Cloquet has the financial capability to pay for project expenses prior to seeking reimbursement; and
4. That the City Administrator is hereby authorized to execute such agreements and work plans as necessary and the City Engineer is authorized to implement the project on behalf of the City of Cloquet
5. That the City of Cloquet has the financial capability to ensure adequate construction, operation, and maintenance of the project once completed.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 7th
DAY OF MARCH 2023.**

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator



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 *TCP*
Date: March 2, 2023

Item Description: Ordinance No. 507A, Amending Chapter 5 of the Municipal Code – First Reading

Proposed Action

That the Cloquet City Code be amended by the addition of a new Subdivision 9 Permit to Subsection 5.6.02 Definitions, of Section 5.6, Regulation of Snowmobiles, Off-Highway Motorcycles and Special Vehicles, Including All-Terrain Vehicles (ATV's), Motorized Golf Carts, Utility Task Vehicles and Mini-Trucks within City Limits.

The definition of "permit" would be as follows:

"Permit" as used in this Section shall mean a permit issued by the City of Cloquet under the provisions of Subsection 5.6.04 below or an ATV registration card issued by the Commissioner of Natural Resources pursuant to M.S.S. 84.922. Any motor vehicle regulated by this Section which bears a current permit/registration sticker for the vehicle being driven, affixed in a visible and readable location, shall be considered to be properly permitted under this Section.

Background/Overview

In 2018, the City Council approved a new ordinance that allows ATVs and other special vehicles, e.g., golf carts, mini trucks, and UTVs. Part of that new ordinance required a \$10 permit issued by the city.

In evaluating the current permit process, we have stated it is not cost-effective and is inefficient in its current form.

ATVs are required by state statute to be registered with the state. Officers use the state database through Carlton County dispatch when querying ATVs. Currently, the permit holder information is not in our dispatch system, meaning the city ATV permit information is only available during business hours.

It costs the city more money to produce the permits than the fee covers. The costs to produce the permits are more than the permit fees and do not provide the intended benefits.

Sans the permit, the ordinance and enforcement components remain consistent with the current state of Minnesota ATV rules and laws.

To Mayor and Council
Ordinance No. 507A
March 7, 2023
Page 2

After the first reading of the previously proposed amendment, it was discovered that in order to allow travel by these vehicles on city streets, the state requires a city permit.

With this definition, ATVs with valid DNR registration would not need a city permit, and our City Code still meets the requirements of 169.045. Only vehicles regulated by City Code Section 5.2 that do not have valid DNR registration will now need a City permit with the passage of this amendment.

Policy Objectives

To eliminate redundancy and unnecessary costs to the Cloquet Police Department and fees to our residents.

Financial/Budget/Grant Considerations

If passed, the amendment will save the Cloquet Police Department approximately \$400/yearly.

Advisory Committee/Commission Action

NA

Supporting Documentation Attached

- Proposed Ordinance No. 507A
- Ordinance No. 469A

ORDINANCE NO. 507A

AN ORDINANCE AMENDING CLOQUET CITY CODE
SECTION 5.6, REGULATING THE OPERATION OF SNOWMOBILES,
OFF-HIGHWAY MOTORCYCLES AND SPECIAL VEHICLES, INCLUDING
ALL-TERRAIN VEHICLES, MOTORIZED GOLF CARTS, UTILITY TASK
VEHICLES AND MINI-TRUCKS WITHIN THE CITY OF CLOQUET

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

Section 1. City Code Amendment. That the Cloquet City Code be amended by the addition of a new Subdivision 9 Permit, to Subsection 5.6.02 Definitions, of Section 5.6, Regulation of Snowmobiles, Off-Highway Motorcycles and Special Vehicles, Including All-Terrain Vehicles (ATV's), Motorized Golf Carts, Utility Task Vehicles and Mini-Trucks within City Limits, to read as follows:

5.6.02 Definitions.

Subd. 9 Permit. "Permit" as used in this Section shall mean a permit issued by the City of Cloquet under the provisions of Subsection 5.6.04 below or an ATV registration card issued by the Commissioner of Natural Resources pursuant to M.S.S. 84.922. Any motor vehicle regulated by this Section which bears a current permit/registration sticker for the vehicle being driven, affixed in a visible and readable location shall be considered to be properly permitted under this Section.

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 March, 2023.

CITY OF CLOQUET

Roger Make, Mayor

ATTEST: _____
Tim Peterson, City Administrator

ORDINANCE 469A

AN ORDINANCE AMENDING AND REPLACING CLOQUET CITY CODE CHAPTER 5.6, REGULATING THE OPERATION OF SNOWMOBILES, OFF-HIGHWAY MOTORCYCLES AND SPECIAL VEHICLES INCLUDING ALL-TERRAIN VEHICLES, MOTORIZED GOLF CARTS, UTILITY TASK VEHICLES AND MINI-TRUCKS WITHIN THE CITY OF CLOQUET

The Mayor and City Council of the City of Cloquet does hereby ordain that Chapter 5.6 of the Cloquet City Code is hereby amended and replaced with the following:

Section 5.6: Regulation of Snowmobiles, Off-Highway Motorcycles and Special Vehicles Including All-Terrain Vehicles (ATV's), Motorized Golf Carts, Utility Task Vehicles and Mini-Trucks within City Limits

5.6.01 Intent. It is the intent of this Section to supplement Minnesota Statutes chapters 84 and 169, as they may be amended from time to time, with respect to the operation of snowmobiles, all-terrain vehicles (ATV's), off-highway motorcycles and special vehicles as defined in Minn. Stat. 169.045. This section is not intended to otherwise allow what Minnesota State Statutes prohibit, nor prohibit what Minnesota State Statutes allow.

5.6.02 Definitions.

Subd. 1 Snowmobiles. "Snowmobiles" as used in this Section shall have the meaning as defined in Minn. Stat. Section 84.81 as it may be amended from time to time and presently means any self-propelled vehicle or any vehicle propelled or drawn by a self-propelled vehicle designed to travel across ice or snow steered by skis or runners, but not operated exclusively upon railroad or trolley tracks.

Subd. 2 All-terrain Vehicles/ATV. "All-terrain vehicle or ATV" as used in this Section shall have the meaning as defined in Minn. Stat. Section 84.92 as it may be amended from time to time and presently means a motorized flotation-tired vehicle, of not less than three low pressure tires, but not more than six tires that is limited in engine displacement of less than 800 cubic centimeters and total dry weight of less than 900 pounds.

Subd. 3 Off-Highway Motorcycle. "Off-highway motorcycle" as used in this Section shall have the meaning as defined in Minn. Stat. Section 84.787 as it may be amended from time to time and presently means a motorized , off-highway vehicle traveling on two wheels and having a seat or saddle designed to be straddled by the operator and handlebars for steering control, including a vehicle that is registered under chapter 168 for highway use if it is also used for off-highway operation on trails or unimproved terrain.

Subd. 4 Motorcycle. "Motorcycle" as used in the Section shall mean every motor vehicle not otherwise defined above having a saddle for the use of the rider, and designated for travel on not more than 3 vehicles in contact with the ground, including motor scooters and bicycles with a motor attached, but excluding a tractor.

Subd. 5 Motorized Golf Cart. A vehicle commonly known as a golf cart, having at least three wheels and either an electric or gas powered motor.

Subd. 6 Mini-Truck. As defined in Minn. Stat. § 169.01, subd. 40(a), which presently is a motor vehicle that has four wheels; is propelled by an electric motor with a rated power of 7,500 watts or less or an internal combustion engine with a piston displacement capacity of 660 cubic centimeters or less; has a total dry weight of 900 to 2,200 pounds; contains an enclosed cabin and a seat for the vehicle operator; commonly resembles a pickup truck or van, including a cargo area or bed located at the rear of the vehicle; and was not originally manufactured to meet federal motor vehicle safety standards required of motor vehicles in the Code of Federal Regulations, title 49, sections 571.101 to 571.404, and successor requirements. A mini-truck does not include: a neighborhood electric vehicle or a medium-speed electric vehicle as defined by § 73.11; or a motor vehicle that meets or exceeds the regulations in the Code of Federal Regulations, title 49 section 571.500, as it may be amended from time to time.

Subd. 7 Utility Task Vehicle (UTV). A utility task vehicle means a side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less, and has a total dry weight of 1,800 but less than 2,600 pounds.

Subd. 8 Motor Vehicle. “Motor Vehicle” as used in this Section shall mean every self-propelled device in, upon or by which any person or property is or may be transported or drawn within the City, regardless of whether the motor vehicle is required by law to be registered with the State of Minnesota and regardless of whether the driver, operator or person in physical control of the vehicle is required by law to have obtained a license, permit or endorsement to a license so as to lawfully operate the motor vehicle within the State of Minnesota. A Motor vehicle shall not include a vehicle moved solely by human power, but shall include without limitation the following:

- A. Snowmobile as defined in Subdivision 1;
- B. Recreational vehicles and ATV’s, including but not limited to the following:
 - (1) Motorized dirt bike having two or more wheels; and
 - (2) Motorized all-terrain vehicle having three or more wheels, such as a three-wheeler or four-wheeler; and,
- C. Off-highway motorcycle as defined in Subdivision 3;
- D. Motorcycle as defined in Subdivision 4.
- E. Any other motor vehicle as shall be defined in this Section regardless of the vehicle's number of wheels or mode of self-propulsion if other than solely by human power, including but not limited to the following types of commonly understood vehicles:
 - (1) Automobile;
 - (2) Truck; and
 - (3) Van
 - (4) Motorized Golf Cart as defined in Subdivision 5
 - (5) Mini-truck as defined in Subdivision 6
 - (6) Utility Task Vehicle as defined in Subdivision 7

5.6.03 Snowmobile and Off-Highway Motorcycle Operation. Unless otherwise specifically modified herein, the City hereby adopts (as they are amended from time to time) Minn. Stat. §84.81 to §84.915 relating to the operation of snowmobiles and §84.787 to §84.796 relating to the operation of off-highway motorcycles within the city limits. In addition, a snowmobile may be operated upon city roadways, road shoulders, and the inside bank or slope of those city streets, county roads, and state highways as are designated on a City Snowmobile Map which shall be maintained by the City provided that operation occurs on the farthest right hand side of the street, road or highway and whenever possible and legal the operation occurs within the ditch and always in the same direction as traffic.

Subd. 1. Snowmobile Restrictions. However, it shall be unlawful to operate a snowmobile within city limits as follows:

- a. On a public sidewalk used for pedestrian travel;
- b. On boulevards located within the public right-of-way;
- c. On private property except where permission has been obtained from its owner;
- d. On public property, playgrounds, parks and recreation areas except as designated on the City Snowmobile Map;
- e. On any school grounds, except as permission has been expressly obtained from school authorities;
- f. At a rate of speed in excess of 30 miles per hour but in no event at a rate of speed greater than reasonable and proper under existing conditions;
- g. To operate a snowmobile in a careless, reckless or negligent manner so as to endanger person or property; and,
- h. In a manner that disturbs, annoys or interferes with the peace and quiet of the public.

5.6.04 Authorized Use of ATV's (all-terrain vehicles), motorized golf carts, utility task vehicles and mini-trucks within city limits by permit only. Consistent with Minn. Stat. 169.045, ATV's, motorized golf carts, utility task vehicles and mini-trucks as defined in this Section, will only be allowed on designated streets or roadways within the City as designated by the City on a City ATV Route Map which shall be maintained by the City. However, operation of such vehicles upon the streets and roadways designated on the City ATV Route Map will be by permit only and will otherwise comply with the provisions of Minn. Stat. 169.045 as amended from time to time. However, from and after the adoption of this Code section no person shall drive, operate or be in physical control of any motor vehicle as shall be defined in this Section on the private property of another within the City without the express permission of the owner of the property, nor shall any person drive, operate or be in physical control of a motorized golf cart, all-terrain vehicle, utility task vehicle or mini-truck as shall be defined in this Section upon any lands owned, controlled or regulated by the City and used as a City Park, or otherwise owned by the City, except where specifically permitted by the City as shall be provided for below in this Section.

In that regard, the Mayor, subject to the consent of the Council, shall be instructed to determine what areas of the City owned, controlled or regulated lands, if any, will be allowed for this use, and in areas so designated it shall be lawful to drive, operate or be in physical control of a motorized golf cart, all-terrain vehicle, utility task vehicle or mini-truck. For purposes of designating permitted areas, the City shall post signs of the type normally used in highway traffic regulation by the City designating the areas in which such use will be permitted.

Unless otherwise specifically modified herein, the City hereby adopts the provisions of Minn. Stat. §84.92 to §84.929 relating to the operation of ATV's as they are amended from time to time and adopt them by reference.

Subd. 1. Restrictions on the permitted use of ATV's, motorized golf carts, utility task vehicles and mini-trucks. No person shall operate a motorized golf cart, all-terrain vehicle, utility task vehicle or mini-truck on streets, alleys, sidewalks or other public property without obtaining a permit as provided herein.

- A. Every application for a permit shall be made on a form supplied by the city and shall contain all of the following information:
 - (1) The name and address of the applicant.
 - (2) Model name, make and year and number of the motorized golf cart, all-terrain vehicle, utility task vehicle, or mini-truck.
 - (3) Current driver's license or reason for not having a current license.
 - (4) Other information as the city may require.
- B. The operator of an all-terrain vehicle or utility task vehicle shall either have a valid driver's license and/or a valid ATV safety certificate issued by the Commissioner of the Department of Natural Resources. Proof of the same must be in the possession of the operator at all times.
- C. The annual permit fee shall be as set forth in the annual fee schedule promulgated by the City Council, as may be amended from time to time.
- D. Permits shall be granted for a period of one year and may be renewed annually Jan. 1 to Dec. 31.
- E. No permit shall be granted or renewed unless the following conditions are met:
 - (1) The applicant must demonstrate that he or she currently holds or has held a valid Minnesota driver's license to operate a mini-truck.
 - (2) The applicant may be required to submit a certificate signed by a physician that the applicant is able to safely operate a motorized golf cart, all-terrain vehicle or utility task vehicle on designated roadways.
 - (3) The applicant must provide evidence of insurance in compliance with the provisions of Minnesota Statutes concerning insurance coverage for the golf cart, all-terrain vehicle, utility task vehicle or mini-truck.
 - (4) The applicant has not had his or her driver's license revoked as the result of criminal proceedings.
 - (5) The applicant for a permit to operate an all-terrain vehicle or utility task vehicle shall either have a valid driver's license and/or a valid ATV safety certificate issued by the Commissioner of the Department of Natural Resources.

Subd 2. Motorized golf carts, all-terrain vehicles, utility task vehicles, and mini-trucks are permitted to operate only on designated city streets, not state or federal highways, except to cross at designated intersections.

Subd 3. Motorized golf carts, all-terrain vehicles, utility task vehicles, and mini-trucks are prohibited from city sidewalks except for purposes of snow removal or unless otherwise exempt as provided herein.

Subd 4. Except for purposes of snow removal, motorized golf carts, all-terrain vehicles, and utility task vehicles and mini-trucks may only be operated on designated roadways from sunrise to sunset, unless equipped with original equipment headlights, tail lights, and rear-facing brake lights. Except for purposes of snow removal, they shall not be operated in inclement weather or when visibility is impaired by weather, smoke, fog or other conditions, or at any time when there is insufficient visibility to clearly see persons and vehicles on the roadway at a distance of 500 (Five Hundred) feet.

Subd 5. Motorized golf carts shall display the slow-moving vehicle emblem provided for in Minn. Stat. §169.045, as it may be amended from time to time, when operated on designated roadways.

Subd 6. Motorized golf carts, all-terrain vehicles, utility task vehicles, and mini-trucks shall be equipped with a rear-view mirror to provide the driver with adequate vision from behind as required by Minn. Stat. §169.70.

Subd 7. The operator of a motorized golf cart, all-terrain vehicle, utility task vehicle or mini-truck may cross any street or highway intersecting a designated roadway.

Subd 8. When operating a motorized golf cart, all-terrain vehicle, utility task vehicle or mini-truck, the operator must have a copy of the permit in his or her possession, provide proof of insurance and properly display permit in plain sight as designated by permit.

Subd 9. Every person operating a motorized golf cart, an all-terrain vehicle, a utility task vehicle or a mini-truck under permit on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat., ch. 169, as it may be amended from time to time, except when these provisions cannot reasonably be applied to motorized golf carts or mini-trucks and except as otherwise specifically provided in Minn. Stat. §169.045(7), as it may be amended from time to time.

Subd 10. Additional Mini-truck equipment requirements:

A. A mini-truck may be operated under permit on designated roadways if it is equipped with all of the following:

- (1) At least two headlamps.
- (2) At least two tail lamps.
- (3) Front and rear turn-signal lamps.
- (4) An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror.
- (5) A windshield.
- (6) A seat belt for the driver and front passenger.

(7) A parking brake.

Subd 11. The Cloquet Police Department is authorized to suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any of the provisions of this section or Minn. Stat., Chapter 169, as it may be amended from time to time, or if there is evidence that the permit holder cannot safely operate the motorized golf cart, all-terrain vehicle, utility task vehicle or mini-truck on the designated roadways.

Subd 12. The number of occupants on the golf cart, all-terrain vehicle, utility task vehicle or mini-truck may not exceed the design occupant load.

5.6.05 Exemptions, No permit required.

Subd. 1. Nothing in this subchapter shall prohibit a person from operating a motorized golf cart, all-terrain vehicle, utility task vehicle or mini-truck for the following purposes:

- A. Authorized city staff may operate city owned motorized golf carts, mini-trucks, all-terrain vehicles or utility task vehicles without obtaining a permit within the City on city streets, sidewalks, trails, rights-of-way, and public property when conducting city business;
- B. For law enforcement purposes;
- C. For public safety purposes including fire department and ambulance service;
- D. For emergencies and exigent circumstances as determined by the Chief of Police for the City of Cloquet.

5.6.06 Limitation of Liability. Nothing in this sub-chapter shall be construed as an assumption of liability by the City of any injuries to persons or damage to property which may result from the operation of a motorized golf cart, all-terrain vehicle, utility task vehicle or mini-truck by a permit holder, other authorized user, the grant of such permit, or the failure by the City to revoke such permit.

5.6.07 Violations and Penalties. Any person violating any provision of this code section shall be guilty of a misdemeanor and is subject to having any permit previously granted under this sub-chapter revoked.

EFFECTIVE DATE.

Subd. 1 This Ordinance shall be in full force and in effect from and after its passage, approval, recording and publication as provided by law.

Passed and adopted by the City Council of the City of Cloquet on the 19th day of December, 2017.

Dave Hallback, Mayor

Attest: _____
Aaron Reeves, City Administrator



COUNCIL ACTION

To: Mayor and City Council
From: Holly Hansen, Community Development Director
Reviewed By: Tim Peterson, City Administrator *TL*
Date: March 7, 2023

ITEM DESCRIPTION: Ordinance No. 505A, An Ordinance Amending City Code Section 9.2 Project Labor Agreements to Amend the Definition of “Covered Project”
Second Reading

Proposed Action

City staff recommends the City Council move to adopt **ORDINANCE NO. 505A, AN ORDINANCE AMENDING CITY CODE SECTION 9.2 PROJECT LABOR AGREEMENTS TO AMEND THE DEFINITION OF “COVERED PROJECT.”**

Background/Overview

The mission of the Cloquet Economic Development Authority (EDA) is to take an active role in attracting, retaining, assisting expansion, and enabling redevelopment for business, housing, and other projects in the City to grow the local economy. EDA tools come from state statute Chapter 469, Economic Development. The EDA has several economic development tools that are “gap financing programs” to support private projects in the City, for details: <https://www.cloqueteda.com/business-incentives/local>. The City/EDA gap financing tools are used for projects at either the beginning or end, to stabilize project cash flows most commonly associated with the required public benefits of infrastructure, reduced housing rents, or renovations. The City/EDA gap financing is minority/subordinate financing to incentivize and assist private projects. Leveraging outside funding from non-City sources (agencies, regional, state and federal programs) is critical to fund private projects in the City. Often the City is required to receive outside funding for projects, contractually becoming part of private projects.

At the February 7, 2022 Council Work Session, members of the Cloquet EDA expressed concerns to the Council about City Code Section 9.2 Project Labor Agreements (PLA) as it impacts private development projects and requested City Code be amended to remove private projects from this requirement entirely. The EDA stated that mandating private projects sign a PLA with the regional labor body has hindered development. Since its adoption in 2017 there have been no private development PLA projects, while there have been 20-25 public PLA projects.

The City currently requires private projects using \$175,000 or more in city assistance to sign a PLA. Numerous businesses/developers have informed the EDA over the past seven years that they will not sign a private project PLA because they want full project management control of their financing investments. Small, mid, and large companies have shared with the EDA that while the City’s PLA policy is labor friendly, it is not business friendly. Businesses/developers operate in ways that provide them:

- 1) Choice and flexibility to hire who they choose to work with on the project they are directing without financial penalty for using gap financing public funding incentives.

- 2) Project management control of their investments [they secure primary financing, inject equity, and leverage other (non-city) programs for projects]

Many mid-scale to smaller developers choose to do their own work as general contractors or work closely with small business contractors. This area is predominantly union, so most contractors hired for projects are union labor, but it isn't always available, and businesses need to hire the best skilled contracting teams, union or not. This is the message contained in the attached 2017 Sappi letter submitted during initial city code adoption, they hire 95% union labor but some specialty work doesn't fit this mold and requires flexibility and control to manage by business.

Policy Objectives

Current City Code Chapter 9 – Public Works (Streets) Section 9.2 Project Labor Agreements was adopted May 11, 2017 and amended July 18, 2017 and can be found attached to this staff report or online here (pages 16-17): <https://www.cloquetmn.gov/home/showpublisheddocument/174/636844466001570000>

- **Public Projects – PLA:** Attached the Council will find a copy of the current PLA Contract Document. Project Labor Agreements (PLA) are intended and structured for public projects, the public entity selects a union contractor, and the PLA agreement is between that union contractor and the Duluth Trades Union (not with the local government, e.g. City of Cloquet). In section 4 it notes that the Duluth Trades Council will provide subcontracting referrals of union contractors, and in section 8, the City is part of a committee on the covered project.
- **Private Projects – PLA:** In 2017, the City Council added private development projects with assistance of \$175,000 to comply with PLA standards under City Code Section 9.2. Under a PLA, private economic development projects are treated like a public project in that the gap financing use of public funding, makes it a public project. The PLA agreement is not with the City, it is between that private developer/business, and the Duluth Trades Council which directs labor use. The PLA agreement is structured in favor of the use of union contractors and subcontractors. The Developer may choose to use non-union labor, however if they do, they must pay negotiated wage areas (which unions set these rates for construction trades) and also must pay into the Union's Trust Fund during the course of the project, funds which remain in the Union Trust Fund at the end of the project.
- **Request Council to incentivize, not mandate, the use of PLAs for private projects:** To be both business and labor friendly for private projects, the EDA advises the Council to amend City Code to be poised to respond to public incentive assistance. The EDA recommends full removal of private projects and instead placing private PLA incentives into EDA policies.

Cloquet EDA Policy Additions. To incentivize the use of private PLAs, the Cloquet EDA in its policies guiding the use of TIF, Tax Abatement, and gap financing loans, will add an incentive that if a private project utilizes a PLA the project can increase their qualifying gap financing assistance amount request from the City, as reviewed by the City's Financial Advisors, by 15% so long as the financing percentage does not exceed program policy guidelines.

The EDA works with many organizations, by placing local requirements on private projects, we become more restrictive as the City than for a business/developer to use a tool elsewhere leading to companies looking at locations outside of Cloquet to invest in their business/development growth. Public incentives matter to business retention, attraction, and growth, it demonstrates the City of Cloquet/EDA's support for development and jobs. The City works with various funding

To Mayor and Council
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March 7, 2023
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partners on projects, wage or labor requirements should be dictated by the program being used for the project or its primary financing requirements, not by the city's minority/subordinate gap financing.

CITY CODE AMENDMENT REQUEST:

This below Ordinance Amendment will have City Code affect public city projects only and will remove private projects from City of Cloquet Code requirements.

Advisory Committee/Commission Action

With several private projects under consideration in the City, the EDA wants to be poised to respond to incentive assistance requests and leverage other programs for private projects in the City. Amending City Code to be both business and labor friendly will support EDA's efforts to support business investments, incentivize housing, and support redevelopment projects.

Supporting Documents Attached

- Ordinance No. 505A
- Sappi letter dated 10-30-17
- Current City Code Section 9.2; Current PLA Contract Document; Appendix – Definitions

ORDINANCE NO. 505A

**AN ORDINANCE AMENDING CITY CODE SECTION 9.2 PROJECT LABOR AGREEMENTS
TO AMEND THE DEFINITION OF "COVERED PROJECT"**

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

Section 1. City Code Amendment. That the Cloquet City Code be amended by replacing in its entirety the definition of "Covered Project" found in the paragraph titled "Covered Project Defined.", found in Section 9.2.02 of Section 9.2: Project Labor Agreements, of Chapter 9 - Public Works, to read as follows:

Covered Project Defined. "Covered Project" means that the City has a contract for construction services on a Project owned by the City with a total Project cost of \$175,000 or more.

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 7th day of March 2023.

CITY OF CLOQUET

By: _____
Its Mayor

ATTEST:

By: _____
Its City Administrator

Published this _____ day of _____, 2023.



North America

Cloquet Operations

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October 30, 2017

TO: Mayor Dave Hallback
Members, Cloquet City Council
Jeff Rock
David Bjerkness
Roger Maki
Kerry Kolodge
Steve Langley
Adam Bailey

Michael Schultz
Managing Director

FROM: Mike Schultz, Managing Director

RE: Cloquet's Requirement for Project Labor Agreements

To address your request regarding the impact of the PLA requirement on private economic development projects utilizing financing through the City of Cloquet, I can simply state that the requirement would deter Sappi from seeking any such financing opportunities. Interestingly, we are a union facility and have very robust and constructive relationships with our union leaders. In addition, when contracting work, we seek to utilize union contractors whenever practicable. However, based on my personal experience when Potlatch built the pulp mill through the 90's under a PLA, we had very significant negative economic impact trying to force the use of union labor where the expertise we needed for certain specialty work was non-union. Given the state of the pulp and paper industry, we cannot afford even the slightest inefficiency in any project that we do. As such, especially for large projects, we generally would not consider signing on to a PLA and tie our hands. The Cloquet mill has not signed onto a PLA since being part of Sappi even though I would conservatively estimate that well over 95% of all contract labor we utilize is union. This isn't a union vs. nonunion issue for us. This is an efficiency issue.

Both as an EDA commissioner and as my role as Managing Director of Sappi's Cloquet mill, I can also speak to how disheartened I am to hear that some housing development projects in Cloquet have been scrubbed as a result of the PLA requirement. The absolute number one complaint that I hear of new employees hired into Cloquet is the lack of housing. Most will spend six months to a year to find a home, which of course becomes an added expense to Sappi. It is very difficult to hire professional and skilled labor into our mill as it is. This is just one more aspect that hurts our overall competitiveness as a mill.

We take our responsibility to the City very seriously. It is even in our Vision statement for the Cloquet mill which reads: "Our vision for the Sappi Cloquet mill is to be a dynamic, world class operation that secures a sustainable future for our employees, business partners, and community". Constraints added by the City, such as the PLA requirement, make it just that much harder for us to live up to that vision. It also gives one pause to wonder what the vision is for the City of Cloquet?

Thank you for your request to provide my thoughts on this issue.

Regards,

Mike Schultz
Managing Director
Sappi Cloquet Mill

Section 9.2: Project Labor Agreements

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

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

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

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

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

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

CITY OF CLOQUET - CITY CODE

CHAPTER 9 - PUBLIC WORKS (STREETS)

(4) The City receives ongoing revenue from a Project to pay debt service on bonds provided by the City to assist in the development of said Project, including incremental tax revenues generated by the Project and used, directly or indirectly, to pay debt service on bonds by the City where the proceeds of the bonds issued are used for development of the Project and the amount of the bonds are \$175,000 or more.

(5) That the City otherwise has assets at risk equal to or in excess of \$175,000 because it has agreed to underwrite or guarantee the development of a project.

PROJECT LABOR AGREEMENT [PUBLIC SECTOR]

ARTICLE I PURPOSE

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

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

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

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

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

ARTICLE II
SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III
UNION RECOGNITION

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

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

ARTICLE IV
REFERRAL OF EMPLOYEES

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

ARTICLE V
MANAGEMENT'S RIGHTS

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

ARTICLE VI
WORK STOPPAGES AND LOCKOUTS

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

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

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

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

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

ARTICLE VII **SAFETY**

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

ARTICLE VIII **UNION-MANAGEMENT COOPERATION COMMITTEE**

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

ARTICLE IX **DISPUTES AND GRIEVANCES**

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

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

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

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

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

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

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

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

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

ARTICLE X JURISDICTIONAL DISPUTES

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

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

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

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

ARTICLE XI SUBCONTRACTING

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

ARTICLE XII
HELMETS TO HARDHATS

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

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

ARTICLE XIII
LABOR HARMONY CLAUSE

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

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

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

**ARTICLE XIV
NO DISCRIMINATION**

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

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

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

**ARTICLE XV
SAVINGS AND SEPARABILITY**

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

**ARTICLE XVI
DURATION OF THE AGREEMENT**

The Project Labor Agreement shall be effective _____201_ and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

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

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

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

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

OWNER

PROJECT CONTRACTOR

By: _____
Its: _____

By: _____
Its: _____

DULUTH BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____
Its: _____

SCHEDULE "A"

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

**AGREEMENT TO BE BOUND
PROJECT LABOR AGREEMENT**

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

Attest:

SIGNED FOR THE EMPLOYER:

Dated: _____

Company Name

Company Address

Phone No., Job Site and/or Office

Fax No.

By

Title

APPENDIX - Definitions:

- Project Labor Agreement (PLA) are collective bargaining agreements between building trade unions and contractors that govern terms and conditions of employment for all craft workers—union and nonunion—on a construction project. The labor agreement is between an owner and a regional building trades council, representing all the construction craft unions in a given geographical area. PLAs establish terms and conditions for all construction employees and responsibilities on all construction contractors on a specific construction project. A typical PLA will establish uniform standards for wages, benefits, working hours, overtime, holidays, grievance procedures, jurisdictional dispute resolution, etc. <https://mntrades.org/resources/project-labor-agreements/>
- Prevailing Wage (state term) - the minimum hourly wage employers must pay workers who perform work on construction projects where state dollars are used to fund the construction, installation and repairs. Prevailing wage rates are determined through a voluntary survey of contractors conducted annually by the Minnesota Department of Labor and Industry (DLI) and are enforced by the department. The wage rates include the employer's cost of voluntary, nonmandated benefits, such as vacation or sick leave and health insurance. https://mn.gov/deed/assets/prevailing-wage_tcm1045-420167.pdf
 - Non-PLA Example of Prevailing Wage from the state Department of Employment and Economic Development (business programs):
 - Minnesota Investment Fund Program
Prevailing Wage Requirements: Projects that receive \$500,000 or more in MIF assistance are subject to prevailing wage requirements.
 - Minnesota Job Creation Fund Program
Prevailing Wage Requirements: Projects that receive \$200,000 or more in Job Creation Fund assistance are subject to prevailing wage requirements.
- Davis Bacon (federal term) - Under the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, the U.S. Department of Labor is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards. <https://www.dol.gov/agencies/whd/government-contracts/construction>