



**CITY OF CLOQUET
City Council Agenda
Wednesday, July 5, 2017
7:00 p.m.
City Hall Council Chambers**

CITY COUNCIL WORK SESSION

5:30 Downtown Revitalization Discussion
6:45 Future Work Session Agenda Items

1. **Roll Call.**
2. **Pledge of Allegiance.**
3. **Approval of Agenda.**
 - a. Approval of July 5, 2017 Council Agenda
4. **Approval of Council Minutes.**
 - a. Regular Council Minutes from the June 20, 2017 meeting
 - b. Special Meeting Minutes from the June 26, 2017 meeting
5. **Consent Agenda.**

Items in the Consent Agenda are considered routine and will be approved with one motion without discussion/debate. The Mayor will ask if any Council members wish to remove an item. If no items are to be removed, the Mayor will then ask for a motion to approve the Consent Agenda.

 - a. Resolution No. 17-62, Authorizing the Payment of Bills and Payroll
 - b. Resolution No. 17-61, Approval of Raffle and Bingo Permit – Queen of Peace Parish
 - c. Approval of New Liquor License – Cloquet Labor Temple
6. **Public Hearings.**

None.
7. **Presentations.**

None.



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7:00 p.m.
City Hall Council Chambers**

8. Council Business.

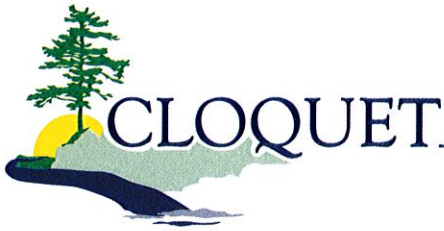
- a. Outdoor Seating at Avenue C
 - Ordinance No. 467A, An Ordinance To Amend Chapter 6 of the Municipal Code Pertaining to Liquor License Application
- b. Renewal of Master Partnership Agreement with MnDOT
- c. Authorization to Bid Skate Park Project
- d. Zuercher Technologies Suite Software
- e. Appointment of New Police Officers

9. Public Comments.

Please give your name, address, and your concern or comments. Visitors may share their concerns with the City Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, irrelevant, or overly argumentative. All comments will be taken under advisement by the Council. No action will be taken at this time.

10. Council Comments, Announcements, and Updates.

12. Adjournment.



ADMINISTRATIVE OFFICES

1307 Cloquet Avenue • Cloquet, MN 55720
Phone: 218-879-3347 • Fax: 218-879-6555
email: admin@ci.cloquet.mn.us
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James Barclay, Interim City Administrator
Date: June 29, 2017

ITEM DESCRIPTION: Future Work Session Agenda Planning

Proposed Action

The City Council is asked to provide input for the upcoming City Council work session meeting agenda.

Background/Overview

The City Council typically meets in a work session format prior to each regular City Council meeting to discuss items not otherwise on the regular meeting. To ensure that the City Council is provided opportunity to give input regarding future work session agenda items, staff is suggesting the Council be given an opportunity at each meeting.

Approximately 5 minutes will be set aside as part of each work session to discuss the next work session meeting. For this purpose, attached the Council will find the tentative agenda and proposed discussion items for the upcoming work session meeting.

Policy Objectives

Does the City Council agree with the agendas as proposed?

Financial/Budget/Grant Considerations

None

Advisory Committee/Commission Action

None

Supporting Documentation Attached

- Upcoming agenda item list

2017
Tentative Upcoming Council
Work Session Agenda Items

July 18

ADM.....FDL Tribal Council Meet and Greet



Regular Meeting

Roll Call

Councilors Present: Bailey, Bjerkness, Kolodge, Langley, Maki, Rock, Mayor Hallback

Councilors Absent: None

Pledge of Allegiance

AGENDA

MOTION: Councilor Rock moved and Councilor Maki seconded the motion to approve the June 20, 2017 agenda. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Bailey moved and Councilor Kolodge seconded the motion to approve the minutes of the Work Session and Regular Meeting of June 6, 2017 and the minutes of the Special Meeting of June 13, 2017. The motion carried unanimously (7-0).

CONSENT AGENDA

MOTION: Councilor Langley moved and Councilor Rock seconded the motion to adopt the consent agenda of June 20, 2017 approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 17-57, Authorizing the Payment of Bills
- b. Resolution No. 17-56, Adopting and Confirming Special Assessments for Delinquent Utilities and Miscellaneous Bills
- c. Labor Day Celebration

PUBLIC HEARINGS

There were none.

PRESENTATIONS

There were none.

VARIANCE FROM THE SUBDIVISION CODE TO SUBDIVIDE PROPERTY

MOTION: Councilor Rock moved and Councilor Bjerkness seconded the motion to adopt **RESOLUTION NO. 17-58, A RESOLUTION APPROVING THE VARIANCE FROM THE SUBDIVISION CODE TO SUBDIVIDE PROPERTY BY MEANS OTHER THAN PLATTING FOR THOMAS MONTGOMERY**. The motion carried unanimously (7-0).

WHEREAS, Thomas Montgomery is proposing a Variance from the Subdivision Code to subdivide property by means other than platting; and

WHEREAS, As required by ordinance, notification was advertised in the Pine Journal and property owners within 350 feet have been notified. A public hearing was held to consider the application at the regular meeting of the Cloquet Planning Commission on June 13, 2017 at which time Zoning Case / Development Review No. 17-13 was heard and discussed; and

WHEREAS, the property of the proposed Variances is located at 1520 Airport Road and is legally described as follows:

The Northeast Quarter of the Northeast Quarter of the Northwest Quarter, Section 27, Township 49 North, Range 17 West, Carlton County, Minnesota, subject to MPL easement on Docket 243894. And,

WHEREAS, the Planning Commission reviewed the staff report and recommends approval of the Variance from the Subdivision Code to subdivide property by means other than platting.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, that it approves of Zoning Case 17-13 for a variance from the Subdivision Code to subdivide property by means other than platting for property located at 1520 Airport Road.

VETERANS PARK THREE PHASE POWER SUPPLY

MOTION: Councilor Kolodge moved the adoption of **RESOLUTION NO. 17-60, AUTHORIZING THE PURCHASE OF ELECTRICAL EQUIPMENT FROM POVOLNY SPECIALTIES, ENTERING INTO AN AGREEMENT WITH MINNESOTA POWER, AND ENTERING INTO AN AGREEMENT WITH PARSONS ELECTRIC.** The motion failed due to the lack of a second.

WHEREAS, The City has received a request to provide three phase power in Veterans Park to power music and light panels;

WHEREAS, The Wood City Music Festival has been held in Cloquet for the last three years and plans to continue this event into the future;

WHEREAS, Installing a power source of this type allows for other music based events to be held at this location in the future;

WHEREAS, it is the City Council's intent to support and promote community events in our parks;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the electrical equipment be procured through PolVolny Specialties in the amount of \$14,500, the power drop and pad mounted transformer be supplied by Minnesota Power for \$10,189, and the electrical installation be completed by Parsons Electric for \$13,823.

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

NATIONAL NIGHT OUT

MOTION: Councilor Rock moved and Councilor Bailey seconded the motion to authorize the Cloquet Police Department to contact area businesses and organizations to request and receive monetary and material donations to cover food, memorabilia and equipment rental expenses for the National Night Out event scheduled for August 1, 2017. The motion carried unanimously (7-0).

LETTER OF UNDERSTANDING WITH LOCAL #545

MOTION: Councilor Rock moved and Councilor Bjerkness seconded the motion to approve the Letter of Understanding (LOU) between the City of Cloquet and Local #545, and to authorize the hiring of a temporary individual to perform the duties of Administrative Police Secretary on an ongoing basis during a medical leave of absence. The motion carried unanimously (7-0).

PUBLIC COMMENTS

Jana Peterson, Pine Journal, inquired about the status for hiring a new Police Chief. Mayor Hallback answered that it has not been discussed yet.

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

There were none.

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

James Barclay, Interim City Administrator

Special Meeting

Roll Call

Councilors Present: Bailey, Bjerkness, Kolodge, Langley, Maki, Rock Mayor Hallback

Councilors Absent: None



AGENDA

City Administrator search update, confidential selection of finalists for interviews by City Council.

MOTION: Councilor Bailey moved and Councilor Rock seconded the motion to approve the June 26, 2017 agenda. The motion carried unanimously (7-0).

Sharon Klump of Springsted-Waters Executive Recruitment, assisted the City Council in the selection of semi-finalists to proceed to the next step of interviews by the City Council.

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


James Barclay, Interim City Administrator



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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James Barclay, Interim City Administrator 
Date: June 28, 2017

ITEM DESCRIPTION: Approval of Bingo and Raffle Permit for Queen of Peace Parish

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 17-61, A RESOLUTION APPROVING EXEMPT PERMIT TO CONDUCT A BINGO AND RAFFLE EVENT AT QUEEN OF PEACE PARISH.**

Background/Overview

The City has received an application from Queen of Peace Parish, 102 4th Street, for a bingo and raffle event to be held on October 28 and 29, 2017, at Queen of Peace Parish.

Policy Objectives

Approval of application by the local community is required under MN Statutes. Since they are a licensed organization they are required to complete the LG230 form as submitted.

Financial/Budget/Grant Considerations

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

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Resolution No. 17-61
- LG230 Application for Exempt Permit

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

RESOLUTION NO. 17-61

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

WHEREAS, The City of Cloquet received an application from Queen of Peace Parish, 102 - 4th Street, for an Exempt Permit to conduct a bingo and raffle event on October 28 and 29, 2017 at Queen of Peace Parish, 102 - 4th Street.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City Council has reviewed the application of Queen of Peace Parish, 102 - 4th Street, for an Exempt Permit to conduct a bingo and raffle event on October 28 and 29, 2017 at Queen of Peace Parish, 102 - 4th Street, and has no objection to the Minnesota Gambling Control Board's issuance of such permit.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 5th DAY OF JULY, 2017.**

Dave Hallback, Mayor

ATTEST:

James Barclay, Interim City Administrator

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Queen of Peace Parish Previous Gambling Permit Number: X 0465 717-025

Minnesota Tax ID Number, if any: 2976131 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 102 4th St

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

Name of Chief Executive Officer (CEO): Fr Justin Fish

Daytime Phone: 218 879 6793 Email: _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): Same

City or Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): Oct 28th + 29th 2017

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

Bingo Paddlewheels Pull-Tabs Tipboards

Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ _____)

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

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *Justin Fish* Date: 6-20-17
(Signature must be CEO's signature; designee may not sign)

Print Name: Father Justin Fish

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Mail application with:

_____ a copy of your proof of nonprofit status, and
 _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions?
 Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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



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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James Barclay, Interim City Administrator
Date: June 26, 2017

ITEM DESCRIPTION: Approval of New Liquor License – Cloquet Labor Temple

Proposed Action

Staff recommends the City Council move to approve the On-Sale Intoxicating Liquor License for JOTODD Enterprises, LLC, dba Cloquet Labor Temple, 1403 Avenue C, effective August 1, 2017, subject to final approval by the State of Minnesota.

Background/Overview

The City has received an application from Todd Monahan, 12 Maple Drive, Esko, seeking to obtain a new On-Sale Intoxicating Liquor and Sunday On-Sale Intoxicating Liquor License at 1403 Avenue C. Mr. Monahan is in the process of purchasing the business from the existing license holder and is looking to begin his operation August 1, 2017. The current owner and license holder will remain in effect until the sale is complete.

The applicant has submitted the necessary Liquor Liability and Worker's Compensation Insurance certificates. The Police Department has conducted its criminal background check on the new applicant and found no issues of concern.

Policy Objectives

Approval of On-Sale Intoxicating Liquor Licenses are required under Chapter 6 of the City Code and Mn. Statutes 340A.404 under State law. As a Statutory City of the Third Class, the City is limited to a maximum of twelve (12) licenses. However, in 1987, the City held a special election which resulted in the authorization of one (1) additional license.

Financial Impacts

The City's fee schedule requires each license holder to pay set fees for each license. The total fees received by the City for alcohol licenses are required to be consistent with the level of service to administer and enforce local liquor laws. The applicant has paid all fees which are required by the City.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License CLOQUET License Period From: 8/1/17 To: 4/30/18

Circle One: New License License Transfer _____ Suspension _____ Revocation _____ Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: JOTODD ENTERPRISES DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name CLOQUET LABOR TEMPLE Business Address 1403 AVE C City CLOQUET

Zip Code 55720 County CARLTON Business Phone 218-879-2262 Home Phone _____

Home Address MAPLE DR City ESKO Licensee's MN Tax ID # 5120998

(To Apply call 651-296-6181)

Licensee's Federal Tax ID # 82-1871854

(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:
TODD WILLIAM MONAHAN MAPLE DRIVE
ESKO, MN. 55735

Partner/Officer Name (First Middle Last) JODE BETH MONAHAN DOB _____ Social Security # _____ Home Address SAME

(Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: _____ Policy # _____

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.
 City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

BUSINESS OWNERSHIP INFORMATION:

Type of Ownership: Sole Proprietorship Partnership Limited Liability Corporation (LLC) Corporation (Inc)

If the above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

TODD WILLIAM MONAHAN
Partner/Officer Name: First Middle Last
Home Address: MAPLE DRIVE
City, State, Zip: ESKO, MN. 55733

Date of Birth Social Security No.

JODI BETH MONAHAN
Partner/Officer Name: First Middle Last
Home Address: MAPLE DRIVE
City, State, Zip: ESKO, MN. 65733

Date of Birth Social Security No.

Are you the owner or one of the owners of the business stated in this application? Yes No

If yes, how long have you been in the business at this location? NEW

If you are not the business owner, please list business owner information:

Name: _____
(First) (Full Middle) (Last)

Address: _____

Home Phone Work Phone Cell Phone

The property at which I am requesting a license for, I Own Rent Lease Other: _____

(If you rent or lease the premises, you must attach a copy of your fully executed rental or lease agreement)

If you are not the property owner, please list property owner information:

Name: TODD WILLIAM MOWAHAN
(First) (Full Middle) (Last)

Address: MAPLE DR.
ESKO, MN 55733

Home Phone _____ Work Phone 218-355-8613 Cell Phone _____

Property/Business Information:

Intoxicating liquor licenses will only be issued to establishments which are properly zoned and/or meet those zoning requirements for such location as may be required by the City.

For Zoning Verification, contact the Cloquet Zoning Department at (218) 879-2507 prior to submitting your application to obtain a "Certificate of Zoning Compliance."

You must indicate the exact legal description of the premises to be licensed, with a plot plan of the area showing dimensions, locations of buildings, street access, parking facilities and the locations of and distances to the nearest church building and schools.

The license application must include a complete description of the compact and contiguous area in which the licensee will conduct business, including a description of physically connected attachments to the main structure such as patios, decks, or pavilions.

If the description covers a building with more than one story or room which are used for business purposes other than those permitted to be in combination with the license, then the description must specify the floor and the space to which the license will apply.

Property Zoning District: _____

Property Parcel ID Number: 04 - 305 - 0020

Property Complete Legal Description: _____

Is there more than one story to building? Yes No

If yes, please describe: union hall/meeting space

Does business have inside access to another business establishment? Yes No

If yes, please describe: union offices

Will licensed area include any outdoor attachment such as a patio or deck? Yes No
If yes, is area fenced in? Yes No

(Please describe in detail and attach drawing) _____

How many off-street parking spaces are to be provided exclusively for your customers? 50

Days of Operation: MONDAY - SUNDAY

Hours of Operation: MONDAY - SATURDAY 9:00AM - 1:00AM SUNDAY 10:00AM - 12:00A

Give a complete description of business activities to be conducted on the premises: BAR WITH PIZZA AND JUKE BOX

Will live entertainment and/or dancing be provided? Yes No

2 A.M. LIQUOR LICENSE Will applicant be applying for 2 A.M. Sales? Yes No

SUNDAY SALES Will applicant be applying for Sunday Liquor? Yes No

To be completed if applying for Sunday Sales:

Minnesota Statute 340A.504, Subd. 3. Intoxicating liquor; Sunday sales; on-sale.

A restaurant, club, bowling center, or hotel with a seating capacity for at least 30 persons and which holds an on-sale intoxicating liquor license may sell intoxicating liquor for consumption on the premises in conjunction with the sale of food between the hours of 10:00 a.m. on Sundays and 2:00 a.m. on Mondays.

For restaurant or hotel, what is the seating capacity for guests at one time? NIA

(Must meet provisions of the Uniform Fire Code for a formal occupancy rating or other similar documentation and square footage to arrive at the proper seating capacity. Please contact our Building Official at 879-2507 with any questions.)

(For a hotel, seating must be 30 guests at one time and must meet provisions of the Uniform Fire Code for a formal occupancy rating or other similar documentation and square footage to arrive at the proper seating capacity. Please contact our Building Official at 879-2507 with any questions.)

Are meals regularly prepared on the premises and served at tables to the general public? Yes No

Square footage of total dining area: NIA

Principal part of the business will be food: Yes No

Estimated percentage of gross sales for: Food NIA Liquor NIA

If a Restaurant, please provide copy of Restaurant License from the Minnesota Department of Health.

License Type: Small Establishment Medium Establishment Large Establishment

Submit a floor plan of the dining room(s), showing dimensions and indicating the number of persons intended to be served in each of such rooms.

Real estate taxes on property to be licensed are: Paid current Delinquent

Are there any financial claims to the City of Cloquet owed by the applicant, business owner, or property owner?

None exist. There are financial claims owed to the City of Cloquet.

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

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

Please answer all questions truthfully and to the best of your knowledge. Providing false information may be cause for denial of your license. Please add additional information if necessary.

1. Have you been convicted of any misdemeanor or felony violation of local ordinances related to the sale of alcoholic beverages? Yes No

If yes, please provide statement of all convictions (date of offense, location, charge and date of conviction.)

2. Have you previously operated in this City or another City or State under a license or permit which had been denied, suspended or revoked? Yes No

If yes, please provide information and state reasons. (if necessary, attach list to application)

3. Do you currently hold a license of the same in this City, any other City, State or Country? Yes No

If yes, please provide business information for that license.

Business Name: _____

Address: _____

Phone No. _____

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: Todd W. Monahan Date: 6/13/17

Print Name TODD WILLIAM MONAHAN
First Middle Last



PUBLIC WORKS DEPARTMENT
1307 Cloquet Avenue • Cloquet MN 55720
Phone: 218-879-2507 • Fax: 218-879-6555
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, City Engineer
Reviewed/Approved By: James Barclay, Interim City Administrator
Date: June 29, 2017

A handwritten signature in blue ink, appearing to be "JB", located to the right of the "Reviewed/Approved By" line.

ITEM DESCRIPTION: Outdoor Seating at Avenue C Restaurant – 207 Avenue C

Proposed Action

Staff recommends the City Council adopt **ORDINANCE NO. 467A, AN ORDINANCE TO AMEND CHAPTER 6 OF THE MUNICIPAL CODE PERTAINING TO LIQUOR LICENCE APPLICATION**. Also, to allow for the outdoor seating area for Avenue C Restaurant and the “Sidewalk Use Permit Agreement” for the outdoor seating area to occupy the public sidewalk.

Background/Overview

Avenue C opened their doors in January of 2017 in the Historic West End. Since they have been open, they have discussed the idea of having outdoor seating as part of their restaurant. Staff had some concerns with this because the area they were discussing was the public sidewalk in front of the building. Our concerns were from a liability issue and keeping at least a four foot wide walkway open for pedestrian movement.

The current City Code related to liquor license application requires a description of the premises for which liquor may be dispensed and consumed. The description may not include any parking lot or sidewalk. The proposed Ordinance would allow for use of these areas subject to conditions spelled out in the Ordinance.

Staff contacted the City of Duluth because they have the same type of situation in portions of Duluth. We were informed that they have a “Sidewalk Use Permit Agreement” that spells out the requirement for Public Liability Insurance in the amount of \$1,500,000. Staff has amended this agreement to be for the City of Cloquet. Doug Smith, owner of Avenue C, has signed the agreement and submitted the necessary insurance requirements.

The outdoor seating area would be included with their liquor license to allow for the serving of alcoholic beverages and requires an amendment to their liquor license. State Statute is vague on what type of separation is required between the dining area and the general public. Currently, there are three establishments that have outdoor seating, The Jack, Northeastern Saloon and Carmens. The Jack seating area is only accessible from inside the building while the other two have access from both inside and outside. Avenue C would only have access from outside with servers coming out the front door of the building to the seating area on the sidewalk.

To Mayor and Council
Outdoor Seating at Ave C
June 29, 2017
Page 2

Policy Objectives

To determine if the outdoor seating should be allowed on the public sidewalk and if so, amend Chapter 6 of the City Code to allow for this.

Financial/Budget/Grant Considerations

There is no fee required to amend Avenue C's liquor license to include the outdoor seating area.

Advisory Committee/Commission Action

None

Supporting Documentation Attached

- Ordinance No. 467A
- Sidewalk Use Permit Agreement
- Service Area Diagram

ORDINANCE NO. 467A

**AN ORDINANCE TO AMEND CHAPTER 6 OF THE MUNICIPAL CODE
PERTAINING TO LIQUOR LICENCE APPLICATION**

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

Section 1. Section 6.2.24, Subd. 2 Description of Premises. Is deleted in its entirety and replaced with the following:

Subd. 2. Description of Premises. An application for an On-Sale Intoxicating Liquor License shall specifically describe the compact and contiguous premises within which liquor may be dispensed and consumed. No license issued under the Chapter shall be effective beyond the building space and attached courtyards, patios or gardens as approved by the Council and as shown on the license application for such license.

The description may not include any parking lot or sidewalk unless a "Sidewalk Use Permit Agreement" has been executed and the appropriate insurance has been submitted. If the seating area is on the public sidewalk a minimum of a four foot walking path must be available for the public. The barrier required between the seating area and the walking path must be approved by the city prior to the seating area being established.

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 5th day of July, 2017.

CITY OF CLOQUET

By: _____
Its Mayor

ATTEST:

By: _____
Its Interim City Administrator



PUBLIC WORKS DEPARTMENT
 1307 Cloquet Avenue • Cloquet MN 55720
 Phone: 218-879-6758 • Fax: 218-879-6555
www.ci.cloquet.mn.us

SIDEWALK USE PERMIT AGREEMENT

Doug Smith, applicant for a Sidewalk Use Permit at
Avenue C ("Applicant") accepts the following terms and conditions applicable to the Sidewalk Use Permit:

1. Applicant agrees to keep the sidewalk and street within 20 feet of the proposed use or structure free from any litter generated by the use or activity.
2. Applicant, by the exercise of its right granted by this permit, agrees to indemnify, and save harmless the city of Cloquet and its officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgements, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the city by reason of or account of or in any way related to the negligent actions, excluding gross negligence or intentional torts, of the city or its officers, agents, employees and servants while engaged in the performance of their official duties and resulting in damage to the improvements and amenities authorized by this permit.
3. Applicant, by the exercise of its right by this permit, agrees to defend, indemnify, and save harmless the city of Cloquet and its officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the city by reason of or the use authorized pursuant this permit by any person(s) including Applicant, its employees, agents, volunteers, or invitees. Upon ten (10) days written notice, Applicant will appear and defend all claims and lawsuits against the city growing out of any action with respect to which Applicant is required to indemnify the city.
4. Applicant agrees to provide liability insurance meeting the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota:

(a) Public Liability with limits not less than **\$1,500,000** Single Limit shall be in company approved by the city of Cloquet; and shall provide for the following: Liability for Premises and Operations.

(b) The City of Cloquet shall be named as **Additional Insured** under the Public Liability and Excess/Umbrella Liability* policy, naming itself and the city of Cloquet. Permittee shall provide a Certificate of Insurance evidencing such

coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The city of Cloquet does not represent or guarantee that these types or limits of coverage are adequate to protect the Permittee's interests and liabilities.

**An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the city of Cloquet as an additional insured.*

(c) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the city without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to city will render any such change or changes in said policy or coverages ineffective as against the city.

(d) The use of an "Acord" form as a certificate of incurrence shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Cloquet City Attorney's Office.

5. Applicant agrees that the insurance required herein shall be maintained in full force and effect during the term of the permit.

6. Applicant agrees to provide certificates showing that Applicant is carrying the above described insurance in the specified amounts to the City prior to the insurance of the Sidewalk Use Permit and that a certificate showing continued maintenance of such insurance shall be on file with the City during the term of the permit.

7. That the sidewalk use permit will be in effect for the following period of use:

Douglas E. Smith

Printed Name of Applicant

Douglas E. Smith

Signature

6-23-17

Date

Its *Owner*

CODE SUMMARY

CONSTRUCTION	GENERAL NOTES
GROUP 1	1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IBC AND ALL APPLICABLE CODES AND REGULATIONS.
GROUP 2	2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IBC AND ALL APPLICABLE CODES AND REGULATIONS.
GROUP 3	3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IBC AND ALL APPLICABLE CODES AND REGULATIONS.
GROUP 4	4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IBC AND ALL APPLICABLE CODES AND REGULATIONS.
GROUP 5	5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IBC AND ALL APPLICABLE CODES AND REGULATIONS.

ACTUAL WORK	REQUIREMENTS	REMARKS
GROUP 1	GROUP 1	1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IBC AND ALL APPLICABLE CODES AND REGULATIONS.
GROUP 2	GROUP 2	2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IBC AND ALL APPLICABLE CODES AND REGULATIONS.
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GROUP 5	GROUP 5	5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IBC AND ALL APPLICABLE CODES AND REGULATIONS.

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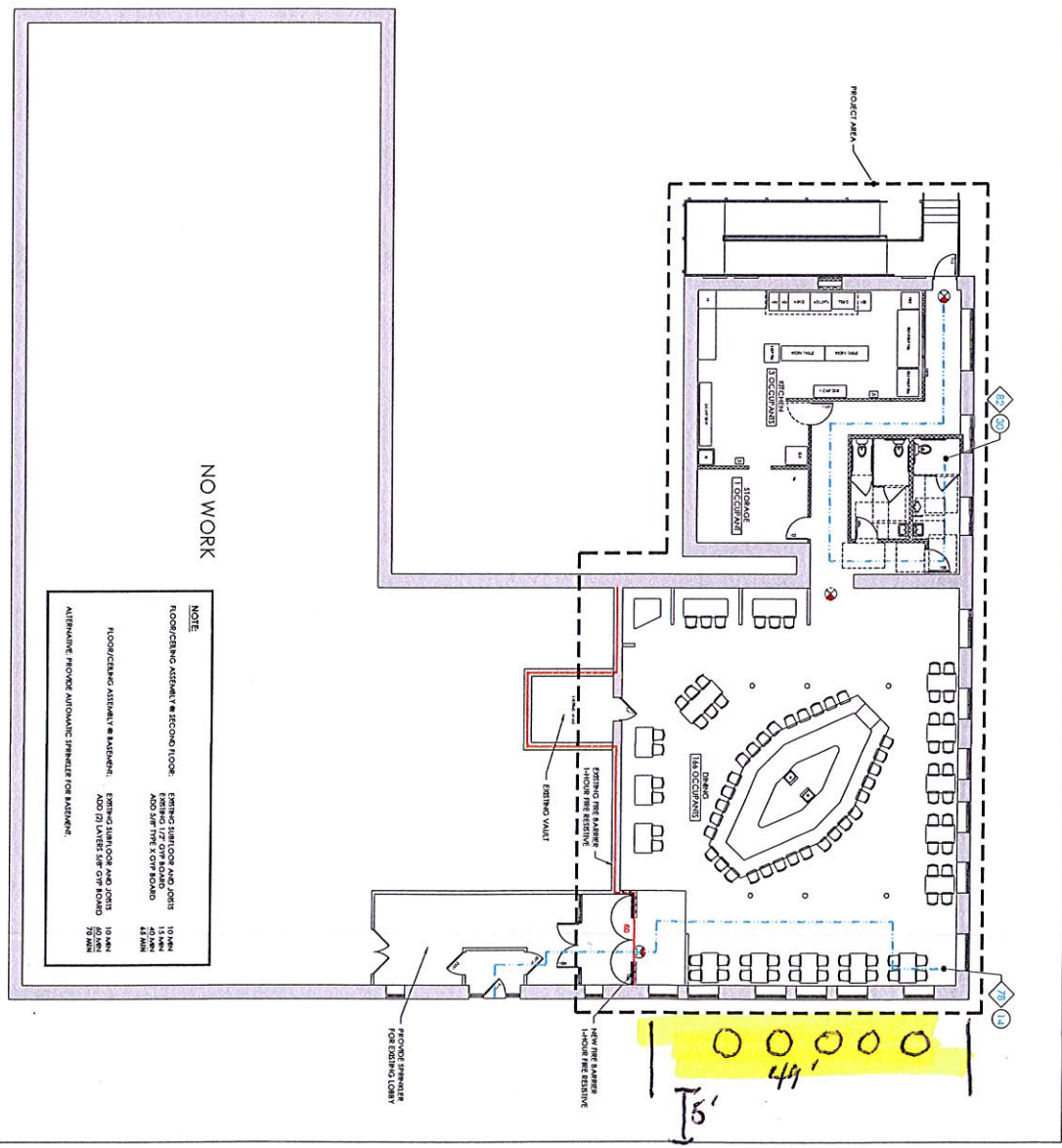
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LIFE SAFETY PLAN - FIRST FLOOR
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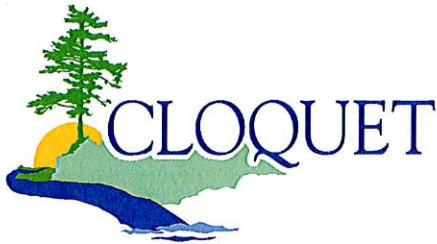
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NOTE:

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ALTERNATE PROVIDE AUTOMATIC SPRINKLER FOR BASEMENT.

<p>SCALZO ARCHITECT LTD. 1801 SOUTH STREET DALLAS, TEXAS 75215 214-718-2725 FAX 214-718-2722 FAX</p>	<p>CONSULTANTS:</p> <p>WILLIAM SCHULZ APRIL 21, 2015 LICENSE NO. 18130</p>
	<p>PROJECT:</p> <p>AVENUE C FIRST NATIONAL PLAZA BUILDING 207 AVENUE C COOKEVILLE, TN 37030</p>
<p>OWNER:</p> <p>RANDCO INC. 207 AVENUE C, SUITE 110 COOKEVILLE, TN 37030</p>	<p>DATE:</p> <p>APRIL 21, 2015</p> <p>DRAWN: EML CHECKED: WAS PROJECT: 1488</p>
<p>REVISIONS:</p>	<p>SHEET NO.</p> <p>A0.0</p> <p>SCALE</p>



DEPARTMENT OF PUBLIC WORKS

1307 Cloquet Avenue; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer - Engineering - Park
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed by: James Barclay, Interim City Administrator
Date: July 5, 2017

ITEM DESCRIPTION: MnDOT Master Partnership Contract

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 17-63, APPROVING MASTER PARTNERSHIP CONTRACT 1028599 WITH THE STATE OF MINNESOTA.**

Background/Overview/Feasibility

In the past, the Minnesota Department of Transportation (MnDOT) has worked with the City in the sharing of resources to accomplish various special projects. Examples of these projects include the reconstruction of Highway 33, material testing, and the use of federal funds to construct the sidewalk along Slate Street.

The City's first "Master Partnership Agreement" with MnDOT was executed in 2008. Most State Aid Cities and Counties choose to participate in this program as it makes joint projects much easier to administer saving costs for both parties. Attached for approval by the City Council, is a new Master Partnership Contract 1028599 to replace our current agreement which expires soon.

Policy Objectives

To work cooperatively with MnDOT to coordinate the delivery of transportation services, and to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads.

Financial/Budget/Grant Considerations

The City will not incur any expenses simply by signing this contract. Any future costs are associated with individual projects, work orders and/or cooperative construction agreements allowed under this contract and negotiated as needed.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Resolution 17-63
- Master Partnership Contract 1028599

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

RESOLUTION NO. 17-63

**RESOLUTION APPROVING MASTER PARTNERSHIP CONTRACT 1028599
WITH THE STATE OF MINNESOTA**

WHEREAS, The Minnesota Department of Transportation (MnDOT) wishes to cooperate closely with local units of government to coordinate the delivery of transportation services; and

WHEREAS, both MnDOT and the City are authorized to enter into this agreement pursuant to Minnesota Statutes 15.061, 471.59 and 174.02; and

WHEREAS, both parties wish to be able to respond quickly and efficiently to such opportunities for collaboration and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

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

That Master Partnership Contract 1028599 with the State of Minnesota, is hereby approved and the Mayor and City Administrator are directed to execute said Contract on behalf of the City.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 5th DAY OF JULY, 2017.**

ATTEST:

Dave Hallback, Mayor

James Barclay, Interim City Administrator

June 9, 2017

Caleb Peterson
City of Cloquet Engineer
1307 Cloquet Ave.
Cloquet, MN 55720

Subject: Master Partnership Contract 1028599

Dear Caleb:

Transmitted herewith is a proposed Master Partnership Contract 1028599 with City of Cloquet. This Master Contract will allow MnDOT to pay Local Governments or Local Governments to pay MnDOT to perform certain work related emergency services, design, construction, maintenance, and improvements of trunk highways.

Kindly present this Master Partnership Agreement to the City Council for their approval and execution that includes original signatures of the City Councils authorized City officers on this agreement.

When the Master Partnership Agreement have been executed by the City Council, please return the signed copy to this office so that it may be returned to St. Paul for final execution.

An extra copy of the Agreement is being provided for your use until a fully executed copy is returned.

Sincerely,



John McDonald, P.E.

District State Aid Engineer

STATE OF MINNESOTA
AND
CITY OF CLOQUET
MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the City of Cloquet, acting through its City Council, in this contract referred to as the "Local Government."

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
 - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
 - 7.4.1. **Generally.** The *Requesting Party* will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Local Government.**

- 7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.
- 7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**
- 7.4.2.3. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1028599 and Invoice Number #####
(See note in 7.4.2.2. above.)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. *Payment by the State.*

- 7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- 7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

14.2. Intellectual Property Rights

14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. *Covered Contracts and Contractors.* If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. *Minn. Stat. § 363A.36.* Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. *Minn. R. Parts 5000.3400-5000.3600.*

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. **Publicity**

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. **Governing Law, Jurisdiction, and Venue**

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

19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. **Termination; Suspension**

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

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

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

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LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Administrator

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

(with delegated authority)

Title: Assistant Commissioner or
Assistant Division Director

Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.

Resolution

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the City of Cloquet enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.
2. That the proper City officers are authorized to execute such contract, and any amendments thereto.
3. That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City of Cloquet without further approval by this Council.

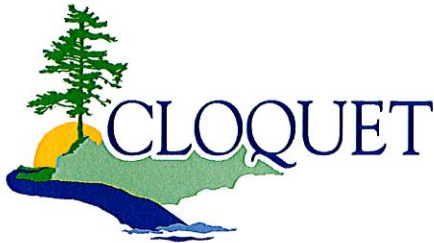
Approved this ____ day of _____, 201__.

Attest:

By: _____

Title: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS

1307 Cloquet Avenue; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer – Engineering - Park
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: City Council
From: Caleb Peterson, Public Works Director
Reviewed By: James Barclay, Interim City Administrator
Date: July 5, 2017

ITEM DESCRIPTION: Authorization to Bid Skatepark Improvements

Proposed Action

Staff recommends that the City Council move to authorize the solicitation of bids for planned skatepark improvements at Athletic Park.

Background

Advocated by a group of local youth over a number of years, the Athletic Park Skatepark was supported by the Park Commission and City Council and ultimately included in the 2017 budget and CIP. In June 2016, Council entered into an agreement with Stantec for conceptual design. A second contract covering preparation of construction documents and construction administration was executed in December.

A concept plan developed in coordination with local users, along with an engineer's estimate for the project, are included for Council's review. In addition to the skatepark, the project also includes the removal and replacement of the existing fencing along 14th Street and a portion of Prospect Avenue. The new fencing will be a lower height, black chain link, similar to what was used in Pinehurst Park. The intent is to increase visibility into the park while still providing a barrier for young kids utilizing the playground directly adjacent to 14th Street.

Throughout the process, discussion of successful operations and troubles experienced at the former skatepark have come to light. While the site was selected specifically to prevent such issues going forward, staff has also secured a proposal from Per Mar Security Services to monitor the site with cameras. Local users have supported this concept as an additional method to ensure the facility is safe place to enjoy their new facility. The group also met with staff and the police department to discuss successful operations and ways to discourage any unwanted behaviors at the new park.

Policy Objectives

Policy 1.3 – Improvements to parks shall follow a process that engages park users, stakeholders, and neighbors to ensure changes are aligned with community needs and interests.

Policy 2.5 – All park resources shall be maintained in a way that ensures they are safe and attractive.

Project Schedule

July 5 - Authorization to bid
July 13 - Bid Advertisement
August 3 - Bid Opening
August 15 - Council Award of Project
September – Construction Begins

It is anticipated the project should be substantially complete by mid-October with the facility open for use the summer of 2018. Stantec has communicated with a few of the specialty skatepark contractors who typically bid their parks and does not anticipate an issue with the proposed schedule.

Financial/Budget/Grant Considerations

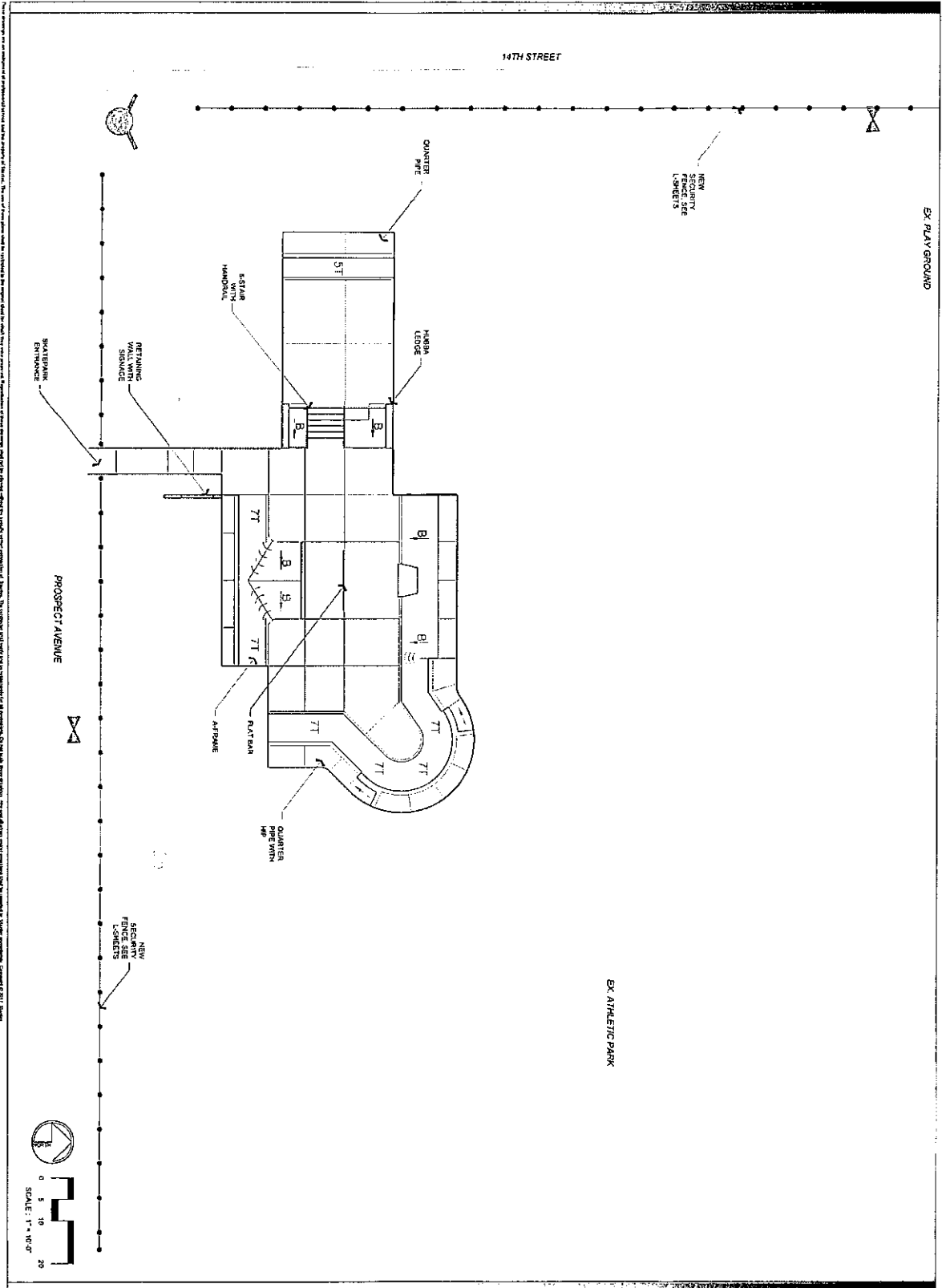
The 2017 budget included \$350,000 in sales tax funding for the proposed improvement. Engineering services for the project total \$36,500, the optional security system is estimated at \$3,100 and the engineer's estimate for construction is \$306,808.50. To date, the user group has raised approximately \$9,000 in additional donations and grants to supplement the project budget.

Advisory Committee/Commission Action

N/A.

Supporting Documents Attached

- Project Site Plans
- Engineers Estimate
- Per Mar Proposal



PROJECT CLOQUET SKATE PARK CITY OF CLOQUET, MN	SHEET TITLE SKATE PARK- FEATURE PLAN	DATE 03-30-2017	DRAWN BY SHANK	CHECKED BY SHANK	PROJECT SKATE PARK	SHEET NUMBER SP-1.1		9179 Aero Drive San Diego, CA 92123 Tel: 619.533.4233 www.stantec.com

Cloquet Skate Park
Cloquet, MN
Opinion of Probable Construction Cost
Date:06-27-2017



Note: The Opinion of Cost will identify anticipated quantities and unit cost for each construction item, based on conceptual plans prepared by our office. Unit prices will be based on available information for similar projects available at the time, but may not necessarily reflect actual construction costs.

Stantec makes no guarantee as to actual construction costs.

BASE BID OPINION OF COST

ITEM NO.	DESCRIPTION	APPROX. QUANTITY AND UNIT	UNIT PRICE	TOTAL AMOUNT
00000 - General				
1	10% Mobilization		\$ -	\$ 25,643.00
02220 - Demolition				
1	REMOVAL OF LANDSCAPE AND IRRIGATION	12,100 sf	\$ 0.75	\$ 9,075.00
02300 - Earthwork				
1	Import Fill Material	1,300 cy	\$ 27.00	\$ 35,100.00
3	Feature grading	2,200 sf	\$ 3.50	\$ 7,700.00
3	Flat work grading	3,300 sf	\$ 2.00	\$ 6,600.00
02440 - Entry Sign				
1	Metal Entry / Rules Sign with Tubular Steel Post	1 ea	\$ 2,500.00	\$ 2,500.00
03300 - Cast-In-Place Concrete				
1	5" Flat Top Deck - Rebar Reinf. Conc. Over Aggregate Base	3,300 sf	\$ 9.50	\$ 31,350.00
2	6" Cast In Place Banks	205	\$ 23.00	\$ 4,715.00
3	Ledges / Boxes / Manual Pads / Jersey Barriers- 6" CAPS	90 cf	\$ 75.00	\$ 6,750.00
4	Stairs - Rebar Reinf. Conc. Over Aggregate Base	80 sf	\$ 85.00	\$ 6,800.00
5	Turndown Wall (+/- 16" High)	250 lf	\$ 85.00	\$ 21,250.00
6	Retaining Wall (+/- 24" High)	lf	\$ 75.00	\$ -
7	Retaining Wall (+/- 24"-60" High)	lf	\$ 125.00	\$ -
8	Retaining Wall (+/- 60" High)	36 lf	\$ 150.00	\$ 5,400.00
03300 - Shotcrete				
1	6" Bowl Bank / Bowl	2,665 sf	\$ 24.00	\$ 63,960.00

05500 – Metal Fabrications (Coping)				
1	2" Round coping	105 lf	\$ 75.00	\$ 7,875.00
2	2" x 6" x 4" Angle iron-galvanized /C-Channel Ledge Edging	77 lf	\$ 75.00	\$ 5,775.00
3	2" x 6" x 2" Angle iron-galvanized/C-Channel Stair Edging	27 lf	\$ 75.00	\$ 2,025.00
4	3" X 3" Bent Plate	40 lf	\$ 75.00	\$ 3,000.00
05500 – Metal Fabrications (Free Standing Rails)				
1	Rectangular Steel Rail	33 lf	\$ 100.00	\$ 3,300.00
2	2" Round Steel Rail	88 lf	\$ 100.00	\$ 8,800.00
05700 – Ornamental Metals				
1	4' High Perimeter Chain link fence	330 lf	\$ 50.00	\$ 16,500.00
2	24' Wide Chain link double gate	1 ea	\$ 4,000.00	\$ 4,000.00
Misc. Items				
1	Concrete walkway and pad (4" thk., Light Broom Finish, Rebar Reinforced over Aggregate Base)	565 sf	\$ 7.00	\$ 3,955.00
Contingency				
1	10% Construction Contingency	1	\$ 24,735.50	\$ 24,735.50
2	General Contractor Mark-Up on Skate Park Subcontractor		\$ 8,550.00	
SUBTOTAL				\$ 256,430.00
TOTAL OPINION OF COST				\$ 306,808.50



June 2nd 2017

City of Cloquet – Cloquet Skatepark
Prospect Ave & 14th Street
Cloquet, MN 55720

Subject: CCTV system

Dear Caleb,

Thank you very much for allowing Per Mar Security the opportunity to submit a proposal for a Burg/CCTV system. We sincerely appreciate the chance to be of continuous service to you.

Per Mar has gained specific expertise through providing security solutions to home and businesses for 60 years. We are one of the largest full service security companies in the nation, and maintain 25 branch offices in the Midwest. We are known throughout the region as a customer-orientated, financially sound provider of security services. You can be assured that the service we provide to you will be in accordance with Per Mar's meticulous standards.

You would benefit by selecting Per Mar Security based upon the following:

- | | |
|-----------------------------|--|
| Reputation: | Per Mar has been providing security solutions since 1953. |
| Expertise: | Per Mar technicians have been factory trained on the installation and operation of burglar, fire alarm, CCTV, and access control systems. |
| Monitoring: | Per Mar has a UL Listed and FM Approved Central Monitoring Station. In the event of a burglary or fire, Per Mar will notify the appropriate authorities immediately. Help is just a phone call away, 24-hours a day, 365 days a year. |
| Service and Support: | Per Mar offers a variety of service agreements for your security system. |



After speaking with you and conducting my onsite survey, I am pleased to propose the following solution:

CCTV 2 Camera System:

- 2 Speco 4MP Dome 2.8mm Cameras
- 1 Speco 4 Channel Network Video Recorder (1TB)
- 1 Wireless Bridge
- 1 16 gauge steel security box for NVR
- 1 21.5" LED Monitor (optional for purchase, see below) If not purchasing, customer must have monitor available for installation. You will also need a monitor on site for reviewing recorded footage as well.

Equipment and installation	\$3,136.00 with Monitor \$2,886.00 without Monitor
Monthly recurring (optional)	\$25.00 with Monitor \$22.50 without Monitor

NOTE:

- Optional Service Agreement on CCTV system – Please see attachment for details
- System is upgradeable to 4 cameras total
- 1TB NVR will provide 20+ days of look back time on these two cameras.
- If providing your own monitor, it must have an HDMI input.
- Customer is responsible for providing an AC power outlet on existing pole being used for mounting cameras. Customer acknowledges that this pole is owned by the City of Cloquet or customer has received permission from owner to mount equipment on light pole.



Per Mar Pledge of Service

1. To provide a custom designed electronic protection system that meets your unique needs.
2. To provide 24-hour a day Central Station monitoring services through a combination of state of the art technology and trained, experienced personnel.
3. To provide 24-hour a day service, and guarantee that you will always speak with a person – not a tape recorder or voicemail.

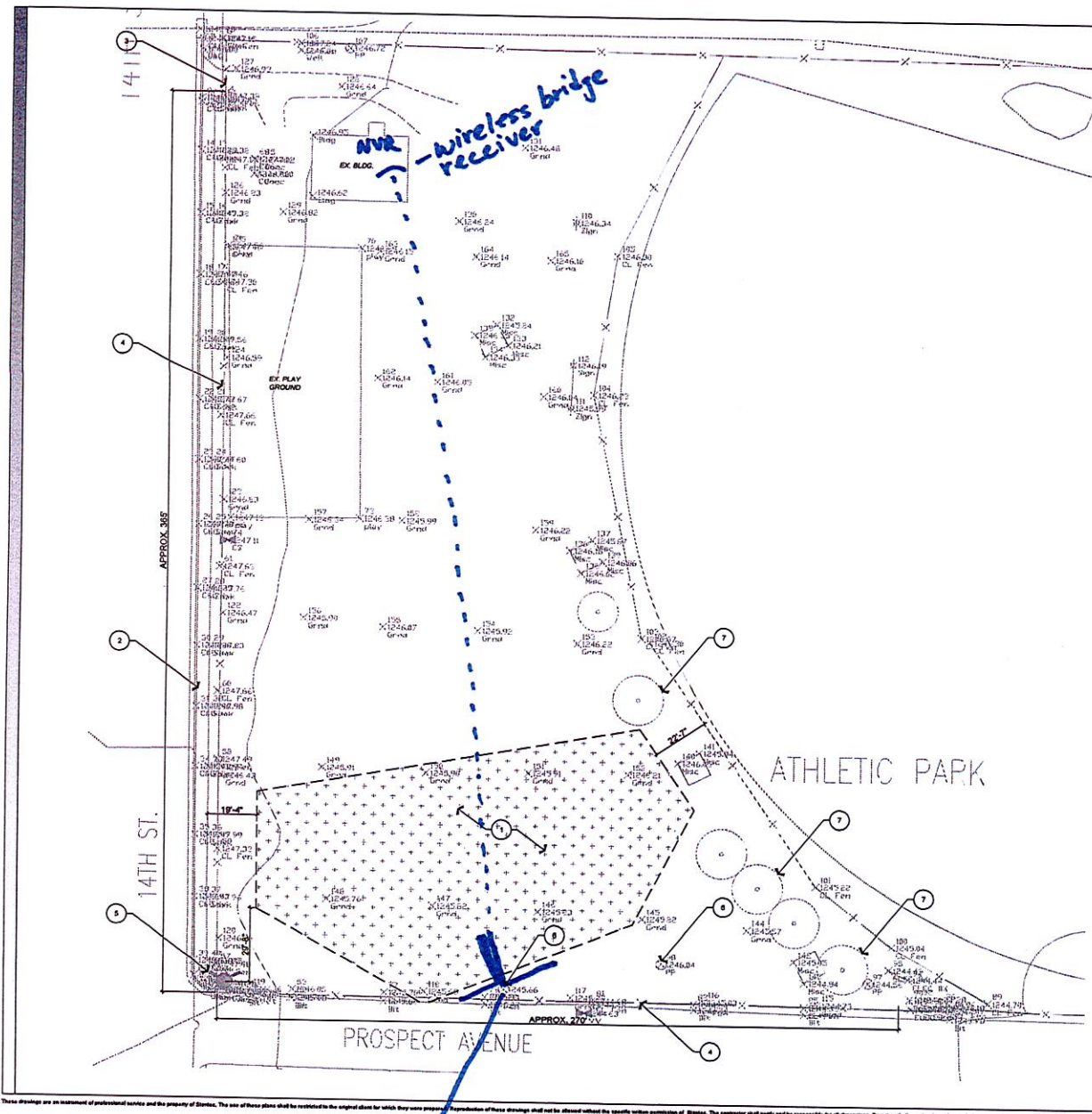
When you deal with Per Mar you are purchasing a customized security solution and peace of mind. That is why we are...One Company, One call, One Solution.

Please reach out to me with any questions that you may have on the proposal. It may seem overwhelming with all of the different options, but I wanted to give you all options available to you.

Thank you for choosing Per Mar for all of your security needs.

Sincerely,

Chad Currier
Security Consultant
Per Mar Security
Office: 218-722-1630
Cell: 218-390-0998
ccurrier@permarsecurity.com



• Cameras mounted to existing light pole
 • Overlap so no dead spots on camera views

DEMOLITION LEGEND

SYMBOL	DESCRIPTION
1	CLEAR AND GRUB WITHIN GRADING LIMITS
2	EXISTING SIDEWALK TO REMAIN, PROTECT IN PLACE DURING CONSTRUCTION
3	EXISTING GATE TO BE REMOVED
4	EXISTING CHAIN LINK FENCE TO BE REMOVED
5	EXISTING FIRE HYDRANT, PROTECT IN PLACE DURING CONSTRUCTION
6	EXISTING POWER POLE, PROTECT IN PLACE DURING CONSTRUCTION
7	EXISTING TREE, PROTECT IN PLACE DURING CONSTRUCTION, CONTRACTOR TO FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION.

GENERAL NOTES:

1. ALL MATERIAL TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION.
2. ALL MATERIAL TO BE REMOVED SHALL BE TAKEN FROM THE SITE AND DISPOSED OF PROPERLY.

SURVEY NOTES:

1. LOCATE ALL SURVEY MARKS, INCLUDING BENCH MARKS AND PROPERTY LINES IN ORDER THAT THE EXACT LINES OF CONSTRUCTION LIMITS AND GRADES MAY BE DETERMINED.
2. VERIFY ENTIRE LAYOUT PRIOR TO START OF CONSTRUCTION WITH OWNERS REPRESENTATIVE AND CITY.
3. LOCATE AND PROTECT CONTROL POINTS PRIOR TO STARTING SITE WORK AND PRESERVE ALL PERMANENT REFERENCE POINTS DURING CONSTRUCTION. REPLACE PROJECT CONTROL POINTS WHICH MAY BE LOST OR DESTROYED.

Stantec

8179 Main Drive, Suite 200
 Minneapolis, MN 55425
 Tel: 612.339.4333
 www.stantec.com

LICENSE:

a landscape architect

PROJECT: CLOUQUET SKATE PARK
 CITY OF CLOUQUET, MN
 SHEET TITLE: SITE-EXISTING CONDITIONS AND REMOVALS

ISSUE DATE: 04-2017

DRAWN BY: Stantec

CHECKED BY: Stantec

REVISIONS:

- ▲ _____
- ▲ _____
- ▲ _____

SHEET NUMBER: C-1.1

These drawings are an instrument of professional service and the property of Stantec. The use of these plans shall be restricted to the original client for which they were prepared. Duplication of these drawings shall not be allowed without the specific written permission of Stantec. The contractor shall verify and be responsible for all dimensions. Do not scale these drawings. Any and all errors or omissions shall be reported to Stantec immediately. Copyright © 2017 Stantec.

The logo for Per Mar Security Services, featuring the words "PER MAR" in a stylized font inside a shield-like shape.

**PER
MAR**

**SECURITY
SERVICES**

SERVICE AGREEMENTS

INVESTING IN YOUR FUTURE

Getting a service agreement from Per Mar Security Services means never having to worry what happens if there is an issue with your security system. Simply call us and your operating parts and labor will be covered. A professional and knowledgeable service technician will arrive at your door to resolve the issue in short order.

PROTECTION UNLIMITED

With this plan, we will service your security system 24 hours a day, 7 days a week, and that includes holidays. If service is needed after hours there is no extra charge. Additionally, there is no maximum number of service calls allotted. Our service technician will arrive anytime and everytime you need assistance. Plus all of our service vehicles are fully equipped with the necessary replacement parts.

AFFORDABLE SAFETY

Considering all that this plan entails, the costs are reasonable and affordable. A Per Mar Service Agreement's annual cost is about half of what one standard service call would cost. Let us deliver peace of mind to you today.

This plan does not cover batteries or any damage to material or equipment caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification including improper installation by anyone other than Per Mar, or any cause outside of ordinary wear and tear.

Call us today for a consultation.

Per Mar Centre
1910 E. Kimberly Road P.O. Box 4227
Davenport, Iowa 52808

P: 800.473.7627
F: 563.359.6700

www.PerMarSecurity.com



CLOQUET POLICE DEPARTMENT

JEFFREY PALMER
Interim Chief of Police

508 CLOQUET AVENUE
CLOQUET, MINNESOTA 55720-1799
records@ci.cloquet.mn.us

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Jeffrey Palmer, Interim Chief of Police
Reviewed By: James Barclay, Interim City Administrator
Date: June 27, 2017

Item Description: ZUERCHER TECHNOLOGIES SUITE SOFTWARE

Proposed Action

Staff recommends the City Council move to authorize initial installment of \$9,135.60 to Zuercher Technologies, LLC which supports our computer-aided records management needs.

Background/Overview

The 2016 Capital Improvement Program (CIP) and budget approval process included \$93,000 for this software. The department must stay up to date with regional systems and software that support our Computer Aided Dispatch and Records Management needs. Our current systems, Tiburon (CAD) and SHIELD (RMS) have been in place for over 10 years. St. Louis County and Carlton County currently administer our computer aided dispatch and records management system and in doing so, allow for cross-agency access to active and past call for service data (CAD) and regionally shared permanent records (RMS). In 2018, the Carlton County Sheriff's Department along with several other local law enforcement agencies are eliminating the existing CAD and RMS systems based on a significant 2017 upgrade cost to the current system and product dissatisfaction.

The department will need to transition to the new system to remain under the umbrella of cooperative information sharing and system compatibility in our area. Failing to complete this transition will place the department in a position where we would only have record access and computer dispatch record compatibility with the St. Louis County Sheriff's Department. A gap in local record and dispatch compatibility would significantly hinder our operational effectiveness.

Police Objectives

To replace the current system with a new, updated system in accordance with capital improvement plan.

Financial/Budget/Grant Considerations

The \$9,135.60 represents the first of four installments of the total amount of \$93,185, which is 10% of the total cost. The additional installments are set forth on the payment schedule attached.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Zuercher Suite Contract

Cloquet Police Department

Zuercher Suite Contract



Zuercher Suite - CJDN/NCIC Interface (Basic Queries)	QA (Article), QB (Boat), QG (Gun), DQ (Drivers License), RQ (Vehicle Registration), Driver History, Image, Snowmobile Registration, Data Mining (MN only)		0.13	\$ 36,250	\$ 4,713
Zuercher Suite - CJDN/NCIC Interface (Criminal History)	AQ, FQ, IQ, QH, QR, ZR		0.13	\$ 1,250	\$ 163
Zuercher Suite - CJDN/NCIC Interface (Warrants)			0.13	\$ 10,000	\$ 1,300
Zuercher Suite - Time Synchronization Interface			1	Included	Included
Software and Servers Pre-Discount Subtotal					\$ 98,185
Software and Servers Discount					\$ (30,514)
Software and Servers Total					\$ 67,671
Peripheral Hardware	Comments	Unit	Qty	Price	Total
Mobile - GPS Receiver (Garmin)	Cloquet PD		12	\$ 85	\$ 1,020
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Cloquet PD		1	\$ 1,295	\$ 1,295
Records - Electronic Signature Pad (Topaz)	Cloquet PD		1	\$ 495	\$ 495
Peripheral Hardware Total					\$ 2,810
Services	Comments	Unit	Qty	Price	Total
Project Manager (includes travel time & expenses)		Per Project	1	\$ 7,958	\$ 7,958
System Admin Training and Configuration (on-site, includes travel time & expenses)		Per Day	1.95	\$ 1,295	\$ 2,525
System Admin Training and Configuration (remote)		Per Day	1.69	\$ 795	\$ 1,344
Administration Training (on-site, includes travel time & expenses)		Per Day	0.32	\$ 1,295	\$ 414
Mobile Training (on-site, includes travel time & expenses)		Per Day	0.92	\$ 1,295	\$ 1,191
Portal Training (remote)		Per Day	0.13	\$ 795	\$ 103
Records Training (on-site, includes travel time & expenses)		Per Day	1.28	\$ 1,295	\$ 1,658
Go-live Support (on-site, includes travel time & expenses)		Per Day	2.34	\$ 1,295	\$ 3,030
Refresher Training (remote)		Per Day	0.39	\$ 795	\$ 310
Data Conversion	Shield RMS (Joint Data)	Per Module	0.13	\$ 18,000	\$ 2,340
Services Total					\$ 20,874

TOTALS				Total
Software and Servers Pre-Discount Subtotal				\$ 98,185
Software and Servers Discount				\$ (30,514)
Software and Servers Total				\$ 67,671
Peripheral Hardware Total				\$ 2,810
Services Total				\$ 20,874
TOTAL				\$ 91,356
Maintenance & Support Pre-Discount Subtotal				\$ 18,716
Maintenance & Support Discount				\$ (2,059)
Maintenance & Support (Year 1)		1		\$0.00
Maintenance & Support (Year 2)		1		\$ 16,657
Maintenance & Support (Year 3)		1		\$ 17,490
Maintenance & Support (Year 4)		1		\$ 18,364
Maintenance & Support (Year 5)		1		\$ 19,283
Taxes are not included in the pricing. On-site services provided on a 'per day' basis may include both actual time spent on site as well as travel time to and from the site.				

NOTE: Excluding all Mobile software licenses (Mobile Server, Mobile AVL, Mobile CAD, Mobile Civil, Mobile eCitations, Mobile Mapping, Mobile NCIC, and Mobile Records), the Zuercher Software licenses are provided as a site license. Pricing is indicative of the cost sharing among the Additional Agencies for this regional system, not an indication that a percentage of a license has been granted.



Customer No. MN192
Invoice No. PA0000351
Date: 5/11/2017
Sales Order No: 2222K
Terms: Net 30 Days

To: Cloquet Police Department MN
508 Cloquet Avenue

Cloquet, MN 55720

Contract Execution

Remit To:
Zuercher Technologies, LLC
4509 West 58th Street
Sioux Falls, SD 57108
Phone: 605-274-6061

P2222KCLOQMN

Contract No. P2222K Purchase No.
Zuercher Suite Software: 10% due upon contract execution

Thank You

TAX: \$0.00
TOTAL DUE THIS INVOICE: \$9,135.60

This Invoice Payable in U.S. Dollars

Exhibit C: Payment Schedule

The total amount of this contract is \$91,356.

The amounts due under this contract are as follows:

Customer will pay 10% (\$9,135.6) upon contract execution. In the event of a 2017 Go Live, Customer will pay 100% of the remaining contract amount (\$82,220.4) on January 1, 2018. If Go Live occurs after 2017, Customer will pay milestone amounts based on the current project status on January 1, 2018.

The contract milestones will be as follows:

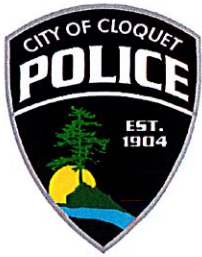
January 1, 2018	50%	\$41,110.20
Upon delivery of the initial draft of the Configuration Management Document (CMD)	30%	\$24,666.12
Go Live	20%	\$16,444.08

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$16,657 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section 8.13 Taxes for more information.

Exhibit B: Pricing Detail

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	Includes up to 4TB of disk.		0.13	\$ 40,000	\$ 5,200
Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	Includes up to 4TB of disk.		0.13	\$ 27,500	\$ 3,575
Zuercher Suite Warm Standby Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	Includes up to 4TB of disk.		0.13	\$ 40,000	\$ 5,200
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			0.13	\$ 4,000	\$ 520
Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing)			0.13	\$ 4,000	\$ 520
Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			0.13	\$ 13,500	\$ 1,755
Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			0.13	\$ 13,500	\$ 1,755
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			0.13	\$ 5,000	\$ 650
Administration Server License			0.13	\$ 16,000	\$ 2,080
Mobile Server License			0.13	\$ 30,000	\$ 3,900
Mobile AVL Client License	Cloquet PD	Per Unit	12	\$ 200	\$ 2,400
Mobile CAD Client License	Cloquet PD	Per Unit	12	\$ 450	\$ 5,400
Mobile eCitations Client License	Cloquet PD	Per Unit	12	\$ 350	\$ 4,200
Mobile Mapping Client License	Cloquet PD	Per Unit	12	\$ 550	\$ 6,600
Mobile NCIC Client License	Cloquet PD	Per Unit	12	Included	Included
Mobile Records Client License	Cloquet PD	Per Unit	12	\$ 950	\$ 11,400
Portal Server License			0.13	\$ 25,000	\$ 3,250
Records Server License			0.13	\$ 200,000	\$ 26,000
Records eCitations Server License			0.13	\$ 7,500	\$ 975
Records - Damion CourtView Interface (Export)			0.13	\$ 10,000	\$ 1,300
Records - Minneapolis Automated Pawn Interface (Export)			0.13	\$ 9,000	\$ 1,170
Records - MNCRASH Interface (Import)			0.13	\$ 9,000	\$ 1,170
Records - MN BCA CIBRS Interface			1	Included	Included
Records - MN CJSS Interface			1	Included	Included
Records - MN Crime Reporting (CJRS) Interface			1	Included	Included
Records - MN e-Charging Interface			1	Included	Included
Records - MN Judicial Branch (Odyssey) Interface			1	Included	Included
Records - MN MCAPs Interface (Export)			0.13	\$ 5,500	\$ 715
Records - MN Probation Alerts Interface			0.13	\$ 7,500	\$ 975
Records - N-Dex Adapter (IA IEPD)			1	Included	Included
Records - POnotification Interface			0.13	\$ 10,000	\$ 1,300
Reporting Server License			1	Included	Included
Reporting Universal Interface Engine			1	Included	Included
IQ CrimeMapping.com License			1	Included	Included





CLOQUET POLICE DEPARTMENT

JEFFREY PALMER
Interim Chief of Police

508 CLOQUET AVENUE
CLOQUET, MINNESOTA 55720-1799
records@ci.cloquet.mn.us

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Jeffrey Palmer, Interim Chief of Police 
Reviewed By: James Barclay, Interim City Administrator 
Date: June 28, 2017

Item Description: Authorization for Appointment of Two Police Officers

Proposed Action

Staff recommends the City Council move to approve the probationary appointments of Brett Reinsch effective July 6, 2017 and Pierce Risdon effective July 7, 2017 to the position of Police Officer. Appointment dates are staggered in order to establish seniority rankings within the department.

Background/Overview

The 2017 budget includes approved funding for a total of 23 Police Officers. In January of 2017, one of our officers, Charlie Martin, accepted a position with the University of Minnesota-Duluth Police Department and in February 2017, the Council approved a contract with ISD #94 for the hiring of a School Resource Officer.

In 2015, the City Council approved the addition of 2 Police Officers to increase the department's number of sworn staff to 23. This staffing increase was recommended in the 2014 Law Enforcement Analysis of the Cloquet Police Department. The analysis conducted by the Upper Midwest Community Policing Institute and Minnesota Chiefs of Police Association identified best practices and optimum staffing levels to adequately provide and manage police services. The staffing increase supports in part improvements to our command structure by better enabling Police Sergeants who direct daily patrol activity and are tasked with first-line supervisory functions.

In the spring of 2017, with the help of the Citizen Advisory Board (CAB), the City began a process to establish a current eligibility list for the position of Police Officer. The City received 26 applications for employment.

To hire a new officer is a rigorous and time-consuming process. The process includes a written application, a written examination from the International Public Management Association for Human Resources (IPMA-HR), and a pre-employment questionnaire. After the initial test and screening of candidates, the City brought together an interview panel consisting of representatives of the Police Department, Cloquet School District, Carlton County Attorney's Office, and members of the Citizen Advisory Board to further narrow down a field of 14 candidates.

Per the Advisory Board rules for new hires, the candidates were then ranked to establish a current eligible roster. Background checks of the top 7 candidates selected by the panel were completed. Final selections from the list of the top candidates were made after an interview with the Citizen Advisory Board, Commander Randall, Interim City Administrator and Interim Police Chief. The two identified candidates have completed a required medical and psychological assessment and have been recommended for employment. All new officers are required to complete three months of field training and have a year-long probationary period.

Police Objectives

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

Financial/Budget/Grant Considerations

No additional financial implications to the City as the positions are currently included in the 2017 budget.

Advisory Committee/Commission Action

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

Supporting Documentation Attached

None.