



CITY OF CLOQUET

**City Council Agenda
Tuesday, May 16, 2023
6:00 p.m.
City Hall Council Chambers**

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
 - a. Approval of May 16, 2023 Council Agenda
4. **Approval of Council Minutes**
 - a. Minutes from the May 2, 2023 Regular Council Meeting
5. **Public Comments**

Please give your name, address, and your concern or comments. Visitors may share their concerns with the City Council on any issue of public business. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual or successive individual's presentation if they become redundant, repetitive, irrelevant, or overly argumentative. All comments will be taken under advisement by the City Council. No action will be taken at this time.
6. **Consent Agenda**

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

 - a. Resolution No. 23-23, Authorizing the Payment of Bills
 - b. Resolution No. 23-24, Accepting Proposal for Design Services, Short Elliott Hendrickson, Inc.
 - c. Approve the Antenna Site Lease Agreement with ACC Tower Sub, LLC
7. **Public Hearings**

None.
8. **Presentations**
 - a. Mayor's Proclamation – Emergency Medical Services (EMS) Week
 - b. Mayor's Proclamation – National Police Week



**CITY OF CLOQUET
City Council Agenda
Tuesday, May 16, 2023
6:00 p.m.
City Hall Council Chambers**

9. **Council Business**
 - a. Approve Police Sergeant Appointment – Voltzke
 - b. Approve Police Sergeant Appointment - Wappes
 - c. Resolution No. 23-25, Authorizing the First Amendment to Development and Purchase Agreement Between the City of Cloquet and Boss Builders for Redevelopment of the Former 611 Adams Street Site
 - d. Award Contract for Storm Debris Removal
10. **Council Comments, Announcements, and Updates**
11. **Adjournment**

Cloquet City Hall Council Chambers
6:00 P.M. May 2, 2023

Roll Call

Councilors Present: Carlson, Lamb, Keller, Jaakola, Wilkinson

Councilors Absent: Kolodge, Mayor Maki

Pledge of Allegiance

AGENDA

MOTION: Councilor Lamb moved and Councilor Jaakola seconded the motion to approve the May 2, 2023 agenda. The motion carried unanimously (5-0).

MINUTES

MOTION: Councilor Keller moved and Councilor Carlson seconded the motion to approve the Regular Meeting minutes of April 18, 2023 as presented. The motion carried unanimously (5-0).

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

MOTION: Councilor Lamb moved and Councilor Jaakola seconded the motion to adopt the Consent Agenda of May 2, 2023 approving the necessary motions and resolutions. The motion carried unanimously (5-0).

- a. Resolution No. 23-21, Authorizing the Payment of Bills and Payroll
- b. Resolution No. 23-22, Approving Registered Land Survey No. 19 for Journey Church
- c. Approve Peddlers, Solicitors & Transient Merchant License – Carlton County Farmers Market

PUBLIC HEARINGS

There were none.

PRESENTATIONS

- Mayor's Proclamation – Arbor Day
- Committee for National Night Out representative Dawn Zeleznikar addressed Council requesting support and acknowledgment of the committee and to extend an invitation to take part in the events planned at Veterans Park on August 1, 2023. Donations are being accepted through Good Hope Church or Cloquet Eagles.

- Cloquet Library Board member Don Walsh gave an update on how the library is being used and the services offered since the completed expansion. The library offers over 100 programs for all ages, curbside pickup, cooking and computer classes, story-time, family game night, and much more. All program expenses are funded by the Library Foundation and Friends of the Library. There were 55,000 visitors to the library in 2022. Visit www.Cloquetlibrary.org to see the full schedule and list of activities.
- CAFD Fire Chief Jesse Buhs was present to explain the history of the CAFD and talk about what is new and developing with the district. Buhs explained how they operate as a regional organization vs municipal by consolidating four fire departments into one allowing them to be more efficient. Free programs and education are offered to the public such as home safety programs (smoke and carbon monoxide detectors) and car seat clinics. He also explained the fire district model and special taxing district challenges. Buhs briefly touched on the existing building's challenges and limitations and how they are addressing them.

CLOQUET CLEAN UP EVENT 2023

The city is collaborating with Boldt Construction to host a Cloquet Clean Up event on Wednesday, May 17th at 5:30 p.m. Volunteers will meet at the Dunlap Island picnic shelter where they will be assigned a clean up zone along the riverfront. B&B will be providing free food to the volunteers after clean-up.

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

City Administrator Peterson stated an RFP has been advertised for a company to do curbside brush and storm debris pick-up throughout the city that is left from the winter storms. RFPs are due on May 12th with a potential contract for Council approval on the May 16th agenda. The city shed is currently open during normal business hours for people to bring brush.

ADJOURNMENT

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

Tim Peterson, City Administrator



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Ann Michaud, Assistant Finance Director
Reviewed by: Tim Peterson, City Administrator *TP*
Date: May 16, 2023

ITEM DESCRIPTION: Payment of Bills

Proposed Action

Staff recommends the Council move to adopt **RESOLUTION NO. 23-23, A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS.**

Background/Overview

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

Policy Objectives

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

Financial/Budget/Grant Considerations

See resolution for amounts charged to each individual fund.

Advisory Committee/Commission Action

Not applicable.

Supporting Documents Attached

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

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

RESOLUTION NO. 23-23

A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

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

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

101	General Fund	\$	268,115.43
231	Public Works Reserve		22,244.31
600	Water - Lake Superior Waterline		156,901.66
601	Water - In Town System		37,923.21
602	Sewer Fund		90,609.86
605	Stormwater Fund		24.48
614	Cable Television		993.75
	TOTAL:	\$	576,812.70

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 16TH DAY OF MAY, 2023.**

ATTEST:

Roger Maki, Mayor

Tim Peterson, City Administrator

DATE: 05/11/2023
TIME: 12:01:39
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
110250	AEOA SENIOR SERVICES	313.70	256.48
111350	LEXISNEXIS RISK DATA MNGMT INC	2,550.00	200.00
118950	ARAMARK UNIFORM & CAREER	18,080.70	595.29
121000	ARROWHEAD SPRINGS INC	1,951.00	120.50
122963	A.W. KUETTEL	1,810.00	677.00
125900	BEST SERVICE	2,107.62	32.31
126850	BLAINE BROTHERS, INC	3,826.62	333.46
139025	CINTAS	6,534.89	206.60
139030	CINTAS CORPORATION NO 2	14,879.29	139.12
142800	CLOQUET SANITARY SERVICE	31,641.76	2,288.00
142925	CLOQUET SERVICE CENTER	2,060.08	1,118.24
145300	COMMUNITY PRINTING	10,652.08	66.25
145500	COMPENSATION CONSULTANTS, LTD	5,244.00	213.00
148800	CROW GOEBEL VETERINARY CLINIC	14,568.72	500.00
151475	DASH MEDICAL GLOVES	0.00	171.80
158000	DULUTH/SUPERIOR COMMUNICATIONS	24,926.30	14,400.00
169650	FORUM COMMUNICATIONS COMPANY	4,872.89	850.78
171100	FRYBERGER, BUCHANAN, SMITH &	330,008.42	3,536.75
175200	GOPHER STATE ONE CALL INC	1,544.50	63.45
175700	GRAINGER	14,243.60	92.71
175790	GRANICUS	20,066.30	993.75
175950	GRAPHIC TECHNOLOGIES	1,507.50	145.00
176200	GRAYBAR ELECTRIC COMPANY INC	3,062.58	99.00
179340	HAGENS GLASS & PAINT	35,419.26	2,200.00
180500	HAWKINS INC	146,571.20	9,061.49
184100	HR GREEN INC	11,896.00	2,125.00
188000	INNOVATIVE OFFICE SOLUTIONS	8,641.17	252.82
197775	KWIK TRIP INC	1,862.45	93.60
197800	L & M FLEET SUPPLY INC.	42,454.30	2,056.28
198100	L M C I T	1,189,760.00	188,010.00
200100	LAKEHEAD TRUCKING, INC.	996.36	1,280.53
200460	LAKES GAS	995.50	181.00
205050	LOFFLER COMPANIES INC	4,280.55	122.44
211400	MENARDS INC	11,047.92	656.04
212400	MICHAUD DIST INC	468.54	10.40
212700	MID-STATE TRUCK SERVICE INC	65,439.94	323.57
219067	MN DEPT OF ADMINISTRATION	28,288.56	837.91
222275	MN PEIP	1,046,163.52	70,576.64
225975	MATHY CONSTRUCTION COMPANY	13,386.09	2,073.72
229500	NAPA AUTO PARTS	16,902.23	260.82
235800	NORTHLAND AUTO PARTS	457.29	375.88
239300	OFFICE OF MNIT SERVICES	267.40	229.20
240300	106 GROUP LTD	4,500.00	12,000.00
240725	O'REILLY AUTO ENTERPRISES LLC	1,480.95	23.99

DATE: 05/11/2023
TIME: 12:01:39
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CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
241950	PACE ANALYTICAL SERVICES INC	6,913.73	458.00
242850	PARSONS ELECTRIC LLC	107,178.27	14,372.20
245575	PJ'S LUCKY SEVEN GENERAL STORE	561.39	69.93
247250	POWERPLAN	0.00	1,645.71
248125	PROCTOR BUILDERS	640.00	580.00
251475	RAILROAD MANAGEMENT	1,942.70	344.67
265250	SNAP ON TOOLS	1,974.50	211.50
265550	SOUNDOFF SIGNAL	2,804.39	7,006.40
268800	STOCK TIRE COMPANY	16,965.63	767.08
271975	TEAMSTERS JOINT COUNCIL 32	748,614.00	48,050.00
272600	TERMINAL SUPPLY INC	4,702.60	175.44
278600	TWIN PORT MAILING	66,332.91	526.02
279100	U S BANK EQUIPMENT FINANCE	10,526.63	248.01
283700	HD SUPPLY, INC	11,387.26	1,538.96
284580	VC3	84,414.71	7,242.15
284600	FIRST HOSPITAL LABORATORIES	1,369.79	122.32
285400	VIKING ELECTRIC SUPPLY	3,500.07	575.76
285500	VIKING INDUSTRIAL CENTER	4,245.06	70.00
286900	W L S S D	1,208,510.80	75,848.00
289015	WELLS FARGO CREDIT CARD	163,268.76	6,574.85
290300	WIDDES FEED & FARM SUPPLY	1,179.63	435.00
291400	WOOD CITY MOTORS	8,673.63	43.99
293700	ZIEGLER INC	720.37	167.89
R0001803	NORTHERN ACRYLICS INC	0.00	3,295.00
R0002132	SUNNY COMMUNICATIONS INC	575.90	289.00
R0002313	COUNTY OF ITASCA	0.00	840.00
TOTAL ALL VENDORS:			491,348.70

City of Cloquet
Vendor Summary Report Reconciliation
Invoices Due On/Before 5/16/2023

Total	491,348.70
Less:	
Library	(6,962.50)
Cloquet Area Fire District	0.00
Total City Bills	<u>484,386.20</u>
Less:	
Payroll benefits	(105,050.64)
Plus:	
Credit Card/PSN Fees	3,281.06
MN Energy Auto Pay	4,349.18
MN Power Auto Pay	186,737.92
MN Sales Tax	1,607.19
Verizon Auto Pay	423.02
Qtr 1 Building Permit Surcharge	328.77
Qtr 1 VEBA	750.00
Total Bills	<u><u>576,812.70</u></u>

INVOICES DUE ON/BEFORE 05/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00			
222275	MN PEIP	1,046,163.52	70,576.64
271975	TEAMSTERS JOINT COUNCIL 32	748,614.00	34,474.00
			105,050.64
41	GENERAL GOVERNMENT		
139030	CINTAS CORPORATION NO 2	14,879.29	34.58
142800	CLOQUET SANITARY SERVICE	31,641.76	95.67
145300	COMMUNITY PRINTING	10,652.08	66.25
145500	COMPENSATION CONSULTANTS, LTD	5,244.00	213.00
171100	FRYBERGER, BUCHANAN, SMITH &	330,008.42	3,536.75
175700	GRAINGER	14,243.60	46.35
176200	GRAYBAR ELECTRIC COMPANY INC	3,062.58	49.50
188000	INNOVATIVE OFFICE SOLUTIONS	8,641.17	117.96
198100	L M C I T	1,189,760.00	24,865.50
212400	MICHAUD DIST INC	468.54	10.40
278600	TWIN PORT MAILING	66,332.91	204.57
279100	U S BANK EQUIPMENT FINANCE	10,526.63	65.79
284580	VC3	84,414.71	3,192.30
285400	VIKING ELECTRIC SUPPLY	3,500.07	81.45
289015	WELLS FARGO CREDIT CARD	163,268.76	1,655.34
	GENERAL GOVERNMENT		34,235.41
42	PUBLIC SAFETY		
111350	LEXISNEXIS RISK DATA MNGMT INC	2,550.00	200.00
139030	CINTAS CORPORATION NO 2	14,879.29	56.02
142800	CLOQUET SANITARY SERVICE	31,641.76	95.67
142925	CLOQUET SERVICE CENTER	2,060.08	1,118.24
148800	CROW GOEBEL VETERINARY CLINIC	14,568.72	500.00
151475	DASH MEDICAL GLOVES		171.80
175700	GRAINGER	14,243.60	46.36
176200	GRAYBAR ELECTRIC COMPANY INC	3,062.58	49.50
197775	KWIK TRIP INC	1,862.45	93.60
197800	L & M FLEET SUPPLY INC.	42,454.30	43.57
198100	L M C I T	1,189,760.00	58,333.00
239300	OFFICE OF MNIT SERVICES	267.40	229.20
245575	PJ'S LUCKY SEVEN GENERAL STORE	561.39	69.93
268800	STOCK TIRE COMPANY	16,965.63	767.08
271975	TEAMSTERS JOINT COUNCIL 32	748,614.00	13,576.00

INVOICES DUE ON/BEFORE 05/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
42	PUBLIC SAFETY		
278600	TWIN PORT MAILING	66,332.91	58.45
284580	VC3	84,414.71	2,784.75
285400	VIKING ELECTRIC SUPPLY	3,500.07	81.45
289015	WELLS FARGO CREDIT CARD	163,268.76	3,019.07
291400	WOOD CITY MOTORS	8,673.63	43.99
R0002132	SUNNY COMMUNICATIONS INC	575.90	289.00
R0002313	COUNTY OF ITASCA		840.00
	PUBLIC SAFETY		82,466.68
43	PUBLIC WORKS		
121000	ARROWHEAD SPRINGS INC	1,951.00	84.00
125900	BEST SERVICE	2,107.62	32.31
126850	BLAINE BROTHERS, INC	3,826.62	333.46
139025	CINTAS	6,534.89	40.63
139030	CINTAS CORPORATION NO 2	14,879.29	11.42
142800	CLOQUET SANITARY SERVICE	31,641.76	114.60
169650	FORUM COMMUNICATIONS COMPANY	4,872.89	850.78
175200	GOPHER STATE ONE CALL INC	1,544.50	31.73
188000	INNOVATIVE OFFICE SOLUTIONS	8,641.17	38.03
197800	L & M FLEET SUPPLY INC.	42,454.30	753.63
198100	L M C I T	1,189,760.00	35,752.50
200460	LAKES GAS	995.50	181.00
205050	LOFFLER COMPANIES INC	4,280.55	24.49
212700	MID-STATE TRUCK SERVICE INC	65,439.94	323.57
225975	MATHY CONSTRUCTION COMPANY	13,386.09	2,073.72
229500	NAPA AUTO PARTS	16,902.23	260.82
235800	NORTHLAND AUTO PARTS	457.29	375.88
240725	O'REILLY AUTO ENTERPRISES LLC	1,480.95	23.99
242850	PARSONS ELECTRIC LLC	107,178.27	14,372.20
247250	POWERPLAN		461.78
265250	SNAP ON TOOLS	1,974.50	211.50
272600	TERMINAL SUPPLY INC	4,702.60	175.44
278600	TWIN PORT MAILING	66,332.91	58.45
279100	U S BANK EQUIPMENT FINANCE	10,526.63	38.81
284580	VC3	84,414.71	1,265.10
284600	FIRST HOSPITAL LABORATORIES	1,369.79	61.16
289015	WELLS FARGO CREDIT CARD	163,268.76	-25.00
290300	WIDDES FEED & FARM SUPPLY	1,179.63	145.00
293700	ZIEGLER INC	720.37	167.89
	PUBLIC WORKS		58,238.89

INVOICES DUE ON/BEFORE 05/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
45	CULTURE AND RECREATION		
110250	AEOA SENIOR SERVICES	313.70	256.48
118950	ARAMARK UNIFORM & CAREER	18,080.70	595.29
139030	CINTAS CORPORATION NO 2	14,879.29	25.68
142800	CLOQUET SANITARY SERVICE	31,641.76	1,905.69
175950	GRAPHIC TECHNOLOGIES	1,507.50	145.00
179340	HAGENS GLASS & PAINT	35,419.26	2,200.00
197800	L & M FLEET SUPPLY INC.	42,454.30	1,196.33
198100	L M C I T	1,189,760.00	28,226.00
200100	LAKEHEAD TRUCKING, INC.	996.36	1,280.53
211400	MENARDS INC	11,047.92	187.56
248125	PROCTOR BUILDERS	640.00	580.00
285400	VIKING ELECTRIC SUPPLY	3,500.07	412.86
290300	WIDDES FEED & FARM SUPPLY	1,179.63	290.00
R0001803	NORTHERN ACRYLICS INC		3,295.00
	CULTURE AND RECREATION		40,596.42
46	COMMUNITY DEVELOPMENT		
188000	INNOVATIVE OFFICE SOLUTIONS	8,641.17	26.27
240300	106 GROUP LTD	4,500.00	12,000.00
278600	TWIN PORT MAILING	66,332.91	29.22
	COMMUNITY DEVELOPMENT		12,055.49
LIBRARY FUND			
45	CULTURE AND RECREATION		
198100	L M C I T	1,189,760.00	6,962.50
	CULTURE AND RECREATION		6,962.50
PUBLIC WORKS RESERVE			
42	PUBLIC SAFETY		
158000	DULUTH/SUPERIOR COMMUNICATIONS	24,926.30	14,400.00
219067	MN DEPT OF ADMINISTRATION	28,288.56	837.91
265550	SOUNDOFF SIGNAL	2,804.39	7,006.40
	PUBLIC SAFETY		22,244.31

DATE: 05/11/23
 TIME: 12:08:39
 ID: AP443000.WOW

CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - LAKE SUPERIOR WATERLIN			
50	STATION 1		
198100	L M C I T	1,189,760.00	5,645.00
	STATION 1		5,645.00
51	STATION 2		
121000	ARROWHEAD SPRINGS INC	1,951.00	36.50
139025	CINTAS	6,534.89	125.34
198100	L M C I T	1,189,760.00	5,645.00
211400	MENARDS INC	11,047.92	124.07
	STATION 2		5,930.91
52	LAKE SUPERIOR WATERLINE		
184100	HR GREEN INC	11,896.00	2,125.00
197800	L & M FLEET SUPPLY INC.	42,454.30	31.38
198100	L M C I T	1,189,760.00	5,645.00
251475	RAILROAD MANAGEMENT	1,942.70	344.67
	LAKE SUPERIOR WATERLINE		8,146.05
57	ADMINISTRATION		
205050	LOFFLER COMPANIES INC	4,280.55	24.49
	ADMINISTRATION		24.49
WATER - IN TOWN SYSTEM			
49	CLOQUET		
122963	A.W. KUETTEL	1,810.00	677.00
139025	CINTAS	6,534.89	24.38
139030	CINTAS CORPORATION NO 2	14,879.29	6.85
180500	HAWKINS INC	146,571.20	9,061.49
211400	MENARDS INC	11,047.92	344.41
241950	PACE ANALYTICAL SERVICES INC	6,913.73	458.00
247250	POWERPLAN		1,183.93
283700	HD SUPPLY, INC	11,387.26	1,344.01
285500	VIKING INDUSTRIAL CENTER	4,245.06	70.00

DATE: 05/11/23
 TIME: 12:08:39
 ID: AP443000.WOW

CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - IN	TOWN SYSTEM		
49	CLOQUET		
289015	WELLS FARGO CREDIT CARD	163,268.76	252.67
	CLOQUET		13,422.74
54	BILLING & COLLECTION		
188000	INNOVATIVE OFFICE SOLUTIONS	8,641.17	23.52
278600	TWIN PORT MAILING	66,332.91	58.45
279100	U S BANK EQUIPMENT FINANCE	10,526.63	65.78
	BILLING & COLLECTION		147.75
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	31,641.76	38.19
175200	GOPHER STATE ONE CALL INC	1,544.50	19.04
188000	INNOVATIVE OFFICE SOLUTIONS	8,641.17	23.52
198100	L M C I T	1,189,760.00	5,645.00
205050	LOFFLER COMPANIES INC	4,280.55	24.49
278600	TWIN PORT MAILING	66,332.91	58.45
279100	U S BANK EQUIPMENT FINANCE	10,526.63	38.81
	ADMINISTRATION & GENERAL		5,847.50
ENTERPRISE FUND - SEWER			
00			
286900	W L S S D	1,208,510.80	-14,319.00
			-14,319.00
55	SANITARY SEWER		
139025	CINTAS	6,534.89	16.25
139030	CINTAS CORPORATION NO 2	14,879.29	4.57
197800	L & M FLEET SUPPLY INC.	42,454.30	31.37
198100	L M C I T	1,189,760.00	11,290.50
283700	HD SUPPLY, INC	11,387.26	194.95
284600	FIRST HOSPITAL LABORATORIES	1,369.79	61.16
286900	W L S S D	1,208,510.80	90,167.00

DATE: 05/11/23
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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ENTERPRISE FUND - SEWER			
55	SANITARY SEWER		
289015	WELLS FARGO CREDIT CARD	163,268.76	1,672.77
	SANITARY SEWER		103,438.57
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	31,641.76	38.18
175200	GOPHER STATE ONE CALL INC	1,544.50	12.68
188000	INNOVATIVE OFFICE SOLUTIONS	8,641.17	23.52
205050	LOFFLER COMPANIES INC	4,280.55	24.49
278600	TWIN PORT MAILING	66,332.91	58.43
279100	U S BANK EQUIPMENT FINANCE	10,526.63	38.82
	ADMINISTRATION & GENERAL		196.12
STORM WATER UTILITY			
57	ADMINISTRATION & GENERAL		
205050	LOFFLER COMPANIES INC	4,280.55	24.48
	ADMINISTRATION & GENERAL		24.48
CABLE TELEVISION			
45	CULTURE AND RECREATION		
175790	GRANICUS	20,066.30	993.75
	CULTURE AND RECREATION		993.75
	TOTAL ALL DEPARTMENTS		491,348.70



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed by: Tim Peterson, City Administrator *TP*
Date: May 16, 2023

ITEM DESCRIPTION: West End Streetscape Engineering Services

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION 23-24, ACCEPTING PROPOSAL FOR DESIGN SERVICES, SHORT ELLIOTT HENDRICKSON, INC.**

Background/Overview

In 2022 the city was awarded \$483,000 in Small Cities Development (SCDP) Program Grant funding for replacement of 21 obsolete streetlights installed in 1986, the addition of 5 new streetlights for safety along poorly lit areas in the business district, and replacement of an outdated park sign in the District's Wentworth Square. Staff have been working with SCDP in recent months to complete preliminary environmental review as required by the federal funding source. Now that authorization to proceed has been granted, it is time to start assembling bid documents for construction in early 2024.

The grant funds cover \$20,000 in administration which will be used for a consultant to prepare technical specification for the new lighting system. City staff will manage all grant administration, fieldwork, project bidding, and other typical project functions. The new lighting system will utilize the same pole design recently installed on Cloquet and Broadway Avenues.

Policy Objectives

To advance proposed capital improvement projects.

Financial Impacts

The cost of contracted services is eligible for grant funding. It is anticipated the city expense to complete this improvement will be staff time to administer the project.

Advisory Committee/Commission Action

N/A

Supplemental Documents Attached

- Resolution No. 23-24
- SEH Proposal
- Map of Proposed Improvements

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

RESOLUTION NO. 23-24

**RESOLUTION ACCEPTING PROPOSAL FOR DESIGN SERVICES,
SHORT ELLIOTT HENDRICKSON, INC.**

WHEREAS, The City has requested a proposal for design services associated with planned 2024 improvements in the West End Business District;

AND WHEREAS, Short Elliot Hendrickson Inc. (SEH) has provided a qualifying proposal within the project budget;

AND WHEREAS, SEH has provided a qualifying proposal within the project budget;

AND WHEREAS, SEH designed the previous lighting systems upon which this improvement will be modeled.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the proposal submitted by Short Elliot Hendrickson Inc. in the amount of \$18,500 is hereby accepted.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 16th DAY OF MAY 2023.

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator



Building a Better World
for All of Us®

April 27, 2023

RE: West End Lighting Improvements
City of Cloquet, Minnesota
SEH No. CLOQU P-144250

Mr. Caleb Peterson
Director of Public Works
City of Cloquet
101 14th Street
Cloquet, MN 55720

Dear Mr. Peterson:

Short Elliott Hendrickson Inc. (SEH®) is pleased to submit this proposal for the West End Lighting Improvements Project. This proposal is based on conversations with City staff, our support during the grant application process, and review of data provided by the City.

Project Overview

The City has been awarded funding through the Small Cities Development Program to improve the lighting in the Historic West End Business District. This investment will provide improved lighting and energy efficiency within the district to promote growth and safety for the community. A map generally describing the proposed improvements is attached.

SEH assisted with the Small Cities grant application in 2021, and the project is now ready to move into the design phase.

We have developed the following work plan and fee estimate based on our project understanding.

Work Plan

Task 1 Lighting Design

This work includes creating a set of biddable construction documents for purposes of a public bidding process. This will involve evaluating photometric considerations for specific light locations and height to meet project needs. These locations will also be coordinated with existing utility data as provided by the City. These efforts will be coordinated with the City's engineering department to ensure the end product aligns with the City's goals and long-term maintenance considerations.

SEH will coordinate with the local power company (Minnesota Power) to coordinate any necessary work by the utility. We will also conduct calculations on allowable voltage drop and size conductors accordingly.

The design plan set is anticipated to include a removal plan, layout plan, wiring diagram, and detail sheets. Standard MnDOT details will also be referenced.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55801-0229

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Task 2 Construction Support

This work includes addressing questions related to design intent and conducting an on-site review of the work at substantial completion. This also includes review of shop drawings.

Deliverables

For this project, SEH will provide the following:

- One on-site meeting during the design phase and up to three virtual meetings during the design phase.
- Up to two site visits during the construction phase.
- Biddable plans, specifications, and estimated quantities as described above.
- Show drawing reviews and punchlist at substantial completion.

Assumptions / Exclusions

Our work plan and deliverables were built on the following assumptions:

- A basemap of the project area will be provided to SEH in AutoCAD format. Any required survey data will be provided by the City.
- The City will provide the "front end" bidding documents (contract requirements, etc.)
- As-Built drawings will be prepared by others and reviewed by SEH.

Schedule

We are prepared to begin work within two (2) weeks of receipt of a signed agreement. We have identified critical project milestones and anticipated schedule below.

Project Kickoff	May 2023
Final Design Documentation	August 2023
Bidding	September 2023
Construction	Spring / Summer 2024

Fee Estimate

We have estimated a total fee of \$18,500 to complete our services which would be billed on lump sum basis.

We look forward to the opportunity to work with you on this project and to discuss this proposal with you further. If you have any questions, please contact me at **218.260.0798** or via email at **dhinzmann@sehinc.com**.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



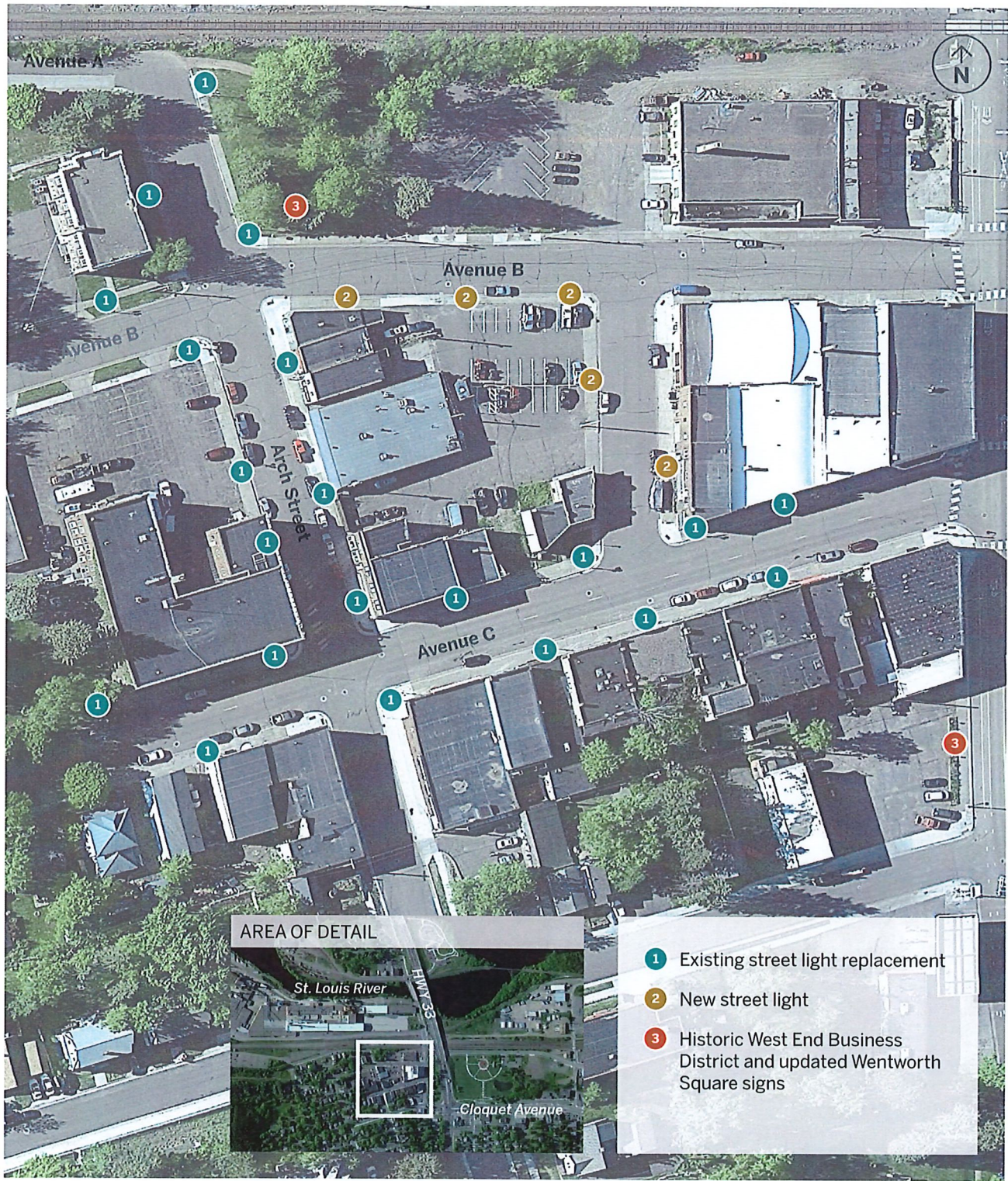
Dan Hinzmann, PE
Project Manager
(Lic. MN, WI)

mh

Attachment – Grant Application Map

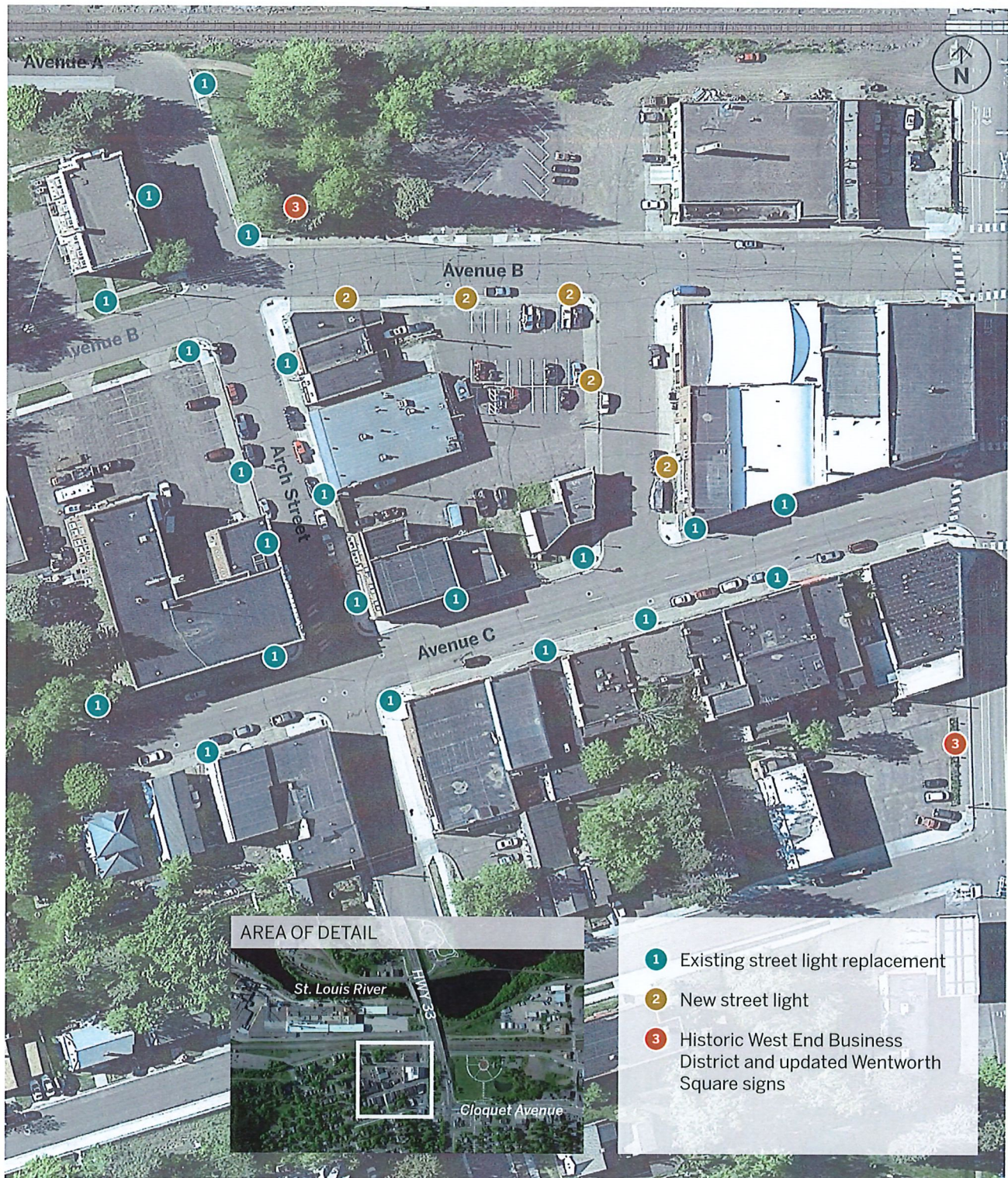
c: Ken Taillon, SEH

WEST END BUSINESS DISTRICT - PROPOSED IMPROVEMENTS CLOQUET, MN



- 1 Existing street light replacement
- 2 New street light
- 3 Historic West End Business District and updated Wentworth Square signs

WEST END BUSINESS DISTRICT - PROPOSED IMPROVEMENTS CLOQUET, MN





ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Tim Peterson, City Administrator *TP*
Date: May 16, 2023

ITEM DESCRIPTION: ACC Tower Sub, LLC Antenna Lease Agreement

Proposed Action

Staff recommends that the City Council move to approve the Antenna Site Lease Agreement between the City of Cloquet and ACC Tower Sub, LLC and authorize the City Administrator to execute such agreement.

Background/Overview

In 1997 the City entered into agreement with American Tower Company to place an antenna on property owned by the City of Cloquet located in Midway Township. The lease agreement has been amended in 2004 and 2010. This lease provided to you would be the third amendment to the site lease agreement.

After reviewing purchase, or continued lease agreement, staff proposed that the City of Cloquet continue to lease this property for the antenna rather than sell. This land is also needed as part of the ongoing Lake Superior Waterline operation. The lease before you simply continues the existing lease with the same terms, but extends the lease for another seven additional five year renewal terms.

The lease is very simple and straight forward. Critical terms are:

Term: until November 17, 2067
Rent: \$1,283.18 per month plus 3% increase each year.
Termination: 60 days notice.

Supporting Documentation Attached

- Third Amendment to Site Lease Agreement

THE THIRD AMENDMENT TO SITE LEASE AGREEMENT

This Third Amendment to Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Cloquet** ("**Landlord**") and **ACC Tower Sub, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated November 18, 1997 (the "**Original Lease**"), as amended by that certain First Amendment to Site Lease Agreement dated November 1, 2004 (the "**First Amendment**"), and as further amended by that certain Second Amendment to Site Lease Agreement dated November 3, 2010 (the "**Second Amendment**") (the Original Lease, the First Amendment, and the Second Amendment, as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on November 18, 1997 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on November 17, 2032. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of seven (7) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

2. **Rent and Escalation.** As of the Effective Date, the Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease, is equal to **one thousand two hundred eighty-three and 18/100 Dollars (\$1,283.18)** per month (the "**Rent**"). Commencing on November 18, 2023 and on each successive annual anniversary thereof, Rent due under the Lease, as amended herein, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Cloquet**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Tenant may assign this Agreement, in whole or in part, to an Affiliate (as defined below) of Tenant at any time without the prior written consent or approval of, or notice to, Landlord. Any other assignment shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned upon the payment of any additional consideration. The parties further agree that it shall be unreasonable for Landlord to withhold consent for any assignment to a person or entity with sufficient financial strength to fulfil the obligations on Tenant hereunder. For the purposes of this Agreement, "Affiliate" means any corporation, partnership, limited liability company, or other entity that, directly or indirectly, controls, is controlled by, or is under common control with Tenant or with the parent company or any subsidiaries of Tenant. For purposes of the aforementioned definition, the terms "controls," "controlled by," and "under common control with" mean: (i) the right to direct the management and policies of the applicable entity or entities, whether directly or indirectly, or (ii) the ownership of more than 50% of the stock, partnership, membership, or other equity interests of and in the applicable entity or entities. If any such assignee agrees to assume all of the obligations of Tenant under this Agreement, then Tenant will be relieved of all of its obligations, duties and liabilities hereunder. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or

leasing wireless telecommunications infrastructure (any such person or entity, a **“Third Party Competitor”**) without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant’s sole, reasonable discretion.

5. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 15 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant’s right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord’s interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the **“Offer”**), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant’s right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord’s knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant’s rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant’s business or frustrate Tenant or Tenant’s customers’ use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant’s existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this

Amendment.

7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** The Parties acknowledge and agree that Section 8 of the Original Lease and Section 3 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 101 14th Street, Cloquet, MN 55720; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Governing Law.** Parties acknowledge and agree that Section 26 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in the Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such

Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

13. **Taxes.** The Parties acknowledge and agree that Section 12 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
14. **Deletions.** The Parties acknowledge and agree that Section 4(b) of the Original Lease and Section 2 of the First Amendment are hereby deleted in their entirety and are of no further force and effect.
15. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Cloquet,

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

ACC Tower Sub, LLC,
a Delaware limited liability company,

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of St. Louis, State of Minnesota, and being known as
St. Louis County APN: 450001002550.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A parcel of real property, together with the improvements thereupon, if any, legally described as follows:

That portion of the Southeast Quarter of the Southwest Quarter of Section 17, Township 49 North, Range 15 West, as delineated on the survey attached hereto.

Said parcel is located in Midway Township, St. Louis County and is part of a parcel owned by the City of Cloquet comprised of approximately 43.04 acres, located the State of Minnesota and as depicted by the sketch or drawing attached hereto and incorporated herein.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Andrew Sherman, Esq.
ATC Site No: 372386
ATC Site Name: Midway MN
Assessor's Parcel No(s): 450001002550

Prior Recorded Lease Reference:

Doc # 1186324
State of Minnesota
County of St. Louis

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Cloquet ("Landlord")** and **ACC Tower Sub, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated November 18, 1997 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 17, 2067. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 101 14th Street, Cloquet, MN 55720; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Cloquet,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

ACC Tower Sub, LLC,
a Delaware limited liability company,

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of St. Louis, State of Minnesota, and being known as
St. Louis County APN: 450001002550.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A parcel of real property, together with the improvements thereupon, if any, legally described as follows:

That portion of the Southeast Quarter of the Southwest Quarter of Section 17, Township 49 North, Range 15 West, as delineated on the survey attached hereto.

Said parcel is located in Midway Township, St. Louis County and is part of a parcel owned by the City of Cloquet comprised of approximately 43.04 acres, located the State of Minnesota and as depicted by the sketch or drawing attached hereto and incorporated herein.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

MAYOR'S PROCLAMATION

WHEREAS, Emergency Medical Services (EMS) Week is an annual event that recognizes the dedication, commitment, and tireless efforts of the emergency medical services professionals who serve our community; and

WHEREAS, EMS providers, including emergency medical technicians, paramedics, first responders, firefighters, and emergency medical dispatchers, are on the front lines of our healthcare system, providing life-saving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the vital services provided by EMS professionals are crucial to the well-being and safety of our citizens, as they respond to emergencies ranging from sudden illness and injuries to natural disasters and public health crises; and

WHEREAS, EMS professionals engage in countless hours of specialized training and continuing education to enhance their life-saving skills and ensure the highest quality of pre-hospital care for our community; and

WHEREAS, EMS Week is an opportunity to express our gratitude and admiration for these dedicated professionals who selflessly put themselves at risk to save lives, alleviate suffering, and improve the overall health of our community; and

WHEREAS, this year's EMS Week theme, "EMS: Where Emergency Care Begins," highlights the essential role that EMS professionals play in safeguarding the health and well-being of our citizens;

NOW, THEREFORE, I, Roger Maki, Mayor of Cloquet, do hereby proclaim the week of May 21-27, 2023, as Emergency Medical Services Week in Cloquet, Minnesota, and I encourage all residents to join me in expressing our appreciation for the exceptional service provided by our EMS professionals.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Cloquet to be affixed this 16th day of May, in the year 2023.



Roger Maki, Mayor
City of Cloquet

MAYOR'S PROCLAMATION

WHEREAS, in 1962, President Kennedy proclaimed May 15th as National Peace Officers Day and the calendar week in which May 15th falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, Public Safety Officers of the Cloquet Police Department accept a profound responsibility and work to uphold our laws, stand watch over our citizens, selflessly risking their lives to protect individuals, families, neighborhoods, and property against crimes; and

WHEREAS, the Cloquet Police Department, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to the community.

WHEREAS, Monday, May 15, 2023, is observed Nationally as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and

WHEREAS, I encourage all citizens to express their deep appreciation to the men and women who risk their lives to protect us;

NOW, THEREFORE, I, Roger Maki, Mayor of Cloquet, on behalf of the Citizens of Cloquet, do hereby proclaim May 14-20 as "National Police Week" within the City of Cloquet.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Cloquet to be affixed this 16th day of May, in the year 2023.



Roger Maki, Mayor
City of Cloquet



CLOQUET POLICE DEPARTMENT

DEREK W. RANDALL
Chief of Police

101 14th Street
CLOQUET, MINNESOTA 55720
records@cloquetmn.gov

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Derek W. Randall, Chief of Police
Reviewed By: Tim Peterson, City Administrator *TEP*
Date: May 16, 2023

Item Description: Appointment of Officer Voltzke to the Position of Patrol Sergeant

Proposed Action

Staff recommends the City Council move to approve the appointment of Kyle Voltzke to the position of Patrol Sergeant.

Background/Overview

The 2023 budget includes approved funding for a total of 24 Police Officers. These staffing levels are consistent with the 2014 Law Enforcement Analysis of the Cloquet Police Department by the Upper Midwest Community Policing Institute, in conjunction with the Minnesota Chiefs of Police Association's identified best practices and optimum staffing levels to provide and manage police services. The latest Novak Consulting firm's 2019 assessment of the department also supports this staffing number.

The Cloquet Police Department currently has 22 sworn officers providing service to the cities of Cloquet, Scanlon, and a portion of the Fond du Lac Reservation. We have two commanders, two (of four) patrol sergeants, two full-time detectives, an "officer in investigations" position, one School Resource Officer, and 13 patrol officers.

The shortage of sworn personnel has created challenges at the department regarding appropriate staffing levels, budgetary issues related to shift-replacement overtime, and available staff to keep up with administrative duties. Due to the departure of two sergeants, two patrol shifts have been without a formal sergeant for quite some time.

In April 2023, we began the promotional process. The process included an application, resume, letter of interest, and a written personal leadership philosophy statement. After those steps, the candidates were interviewed by a panel consisting of the CPD command staff, the Citizen's Advisory Board members, the Chief Deputy from the Carlton County Sheriff's Office, and a Lieutenant from the Minnesota State Patrol. After the interview, the candidates gave a 15-minute presentation on the topic of the Implementation of Body Worn Cameras.

After the process, Officer Voltzke was one of the two top choices for the position in a field of highly skilled and dedicated candidates.

Officer Voltzke has been with the Cloquet Police Department since April 2015. During his time at CPD, he has been a member (Co-Commander) of the Carlton County Consolidated Emergency Response Team (CERT) and a Field Training Officer (FTO), Crisis Intervention Team (CIT) trainer/coach, background investigator, active threat trainer, and drone team member. Officer Voltzke has many other training experiences related to special operations and tactics. Voltzke is also certified as a bike officer.

Voltzke has an associate degree in law enforcement from the Fond du Lac Tribal and Community College.

Partners commonly praise Voltzke for his strong tactical skills and knowledge of current and relevant case law and criminal procedure.

Officer Voltzke has also done an outstanding job in community engagement. Kyle founded the PD's "Stuff the Squad" toy drive and has participated in the Special Olympics Polar Bear Plunge and the Police Youth Camps.

The patrol sergeant position is critical to the overall success of the department. Some of the job responsibilities are directly supervising patrol officers in the police department. Carries supervisory responsibilities per the City's policies and applicable laws, training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Financial/Budget/Grant Considerations

No other financial implications for the City as four permanent sergeant positions in the Patrol Division are included in the 2023 budget.

Advisory Committee/Commission Action

None

Supporting Documentation Attached

- Patrol Sergeant Job Description



City of Cloquet Job Description

POSITION: Patrol Sergeant
DEPARTMENT: Police
REPORTS TO: Patrol Commander

SUMMARY

Responsible for the preservation of law and order, the protection of life and property, the prevention and detection of crime, the provision of emergency services and the enforcement of laws and ordinances. Position supervises a shift of patrol officers. Provides police services, including patrolling, responding to calls, taking reports, and enforcing laws, traffic code and city codes.

ESSENTIAL FUNCTIONS OF THE JOB

Assigns schedules and supervises shift patrol officers.

Reviews patrol officers' reports to ensure accuracy, completeness and clarity in reporting.

Coordinates activities and ensures that all applicable directives, policies, and procedures are adhered to.

Enforces department safety procedures and policies.

Responds to calls for police service, including domestic disputes, auto accidents, crimes in progress, and medical emergencies.

Investigates complaints involving violation of City codes, and State and Federal laws.

Patrols streets and highways, residential and business areas and buildings to prevent and protect against criminal activities.

Participates in crime prevention, community policing and neighborhood watch activities.

Takes crime reports from citizens and files reports and logs.

Investigates traffic accidents, including preparing reports and gathering evidence.

May perform specialized assignments such as canine, range officer, field training officer, intoxilyzer operator, crime prevention training, evidence officer, etc.

Ensures proper maintenance and safe operation of all vehicles and equipment.

Monitor and keep abreast of incident reports, other logs, emails, bulletins and teletypes

Performs other duties as apparent or assigned.

SUPERVISORY RESPONSIBILITIES

Directly supervises patrol officers in the police department. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE

Associate's degree (A. A.) or equivalent from two-year college or technical school in law enforcement; and a minimum of five (5) years' experience as a licensed officer.

LANGUAGE SKILLS

Ability to communicate effectively in both written and oral form. Ability to prepare effective and complete reports as required. Ability to hear, read, understand and carry out oral and written instructions. Ability to communicate to groups through presentations and speeches. Ability to read and understand City, State and Federal laws and ordinances, State and department reporting forms, and department and civil service policies.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Ability to exercise independent judgement. Ability to quickly process information and make decisions.

OTHER KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of State and Federal laws, City codes and traffic laws and regulations.

Knowledge of approved practices, procedures and techniques required in performing daily law enforcement duties.

Knowledge of rules of evidence, arrest, search and seizure.

General knowledge of computers, cameras and video equipment.

Ability to prepare and review reports.

Knowledge of first aid and ability to apply first aid promptly in emergency situations.

Ability to supervise personnel and provide effective leadership.

Ability to operate law enforcement related equipment including firearms.

CERTIFICATES, LICENSES AND REGISTRATIONS

Minnesota Police Officer License.

Minnesota Class D Driver's License

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works near moving mechanical parts and in outside weather conditions. The employee is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme heat, risk of electrical shock, and risk of radiation.

The noise level in the work environment is usually moderate.



CLOQUET POLICE DEPARTMENT

DEREK W. RANDALL
Chief of Police

101 14th Street
CLOQUET, MINNESOTA 55720
records@cloquetmn.gov

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Derek W. Randall, Chief of Police
Reviewed By: Tim Peterson, City Administrator *TP*
Date: May 16, 2023

Item Description: Appointment of Officer Wappes to the Position of Patrol Sergeant

Proposed Action

Staff recommends the City Council move to approve the appointment of Andy Wappes to the position of Patrol Sergeant.

Background/Overview

The 2023 budget includes approved funding for a total of 24 Police Officers. These staffing levels are consistent with the 2014 Law Enforcement Analysis of the Cloquet Police Department by the Upper Midwest Community Policing Institute, in conjunction with the Minnesota Chiefs of Police Association's identified best practices and optimum staffing levels to provide and manage police services. The latest Novak Consulting firm's 2019 assessment of the department also supports this staffing number.

The Cloquet Police Department currently has 22 sworn officers providing service to the cities of Cloquet, Scanlon, and a portion of the Fond du Lac Reservation. We have two commanders, two (of four) patrol sergeants, two full-time detectives, an "officer in investigations" position, one School Resource Officer, and 13 patrol officers.

The shortage of sworn personnel has created challenges at the department regarding appropriate staffing levels, budgetary issues related to shift-replacement overtime, and available staff to keep up with administrative duties. Due to the departure of two sergeants, two patrol shifts have been without a formal sergeant for quite some time.

In April 2023, we began the promotional process. The process included an application, resume, letter of interest, and a written personal leadership philosophy statement. After those steps, the candidates were interviewed by a panel consisting of the CPD command staff, the Citizen's Advisory Board members, the Chief Deputy from the Carlton County Sheriff's Office, and a Lieutenant from the Minnesota State Patrol. After the interview, the candidates gave a 15-minute presentation on the topic of the Implementation of Body Worn Cameras.

After the process, Officer Wappes was one of the two top choices for the position in a field of highly skilled and dedicated candidates.

Officer Wappes has been with the Cloquet Police Department since May 2016. During his time at CPD, he has been a member of the Carlton County Consolidated Emergency Response Team (CERT) and a Field Training Officer (FTO). Wappes also served as a shift supervisor from June 2020 to June 2021. Officer Wappes has many other training experiences, including crisis intervention, domestic violence, ATV laws, street crimes tactics, mobile field force, and the use of social media.

Wappes has a bachelor's degree in criminology from UMD and an associate of science degree in law enforcement from the Fond du Lac Tribal and Community College.

His partners commonly praise Wappes for his sense of humility and teamwork, and by those, he serves as someone who strives for equity and fairness.

The patrol sergeant position is critical to the overall success of the department. Some of the job responsibilities are directly supervising patrol officers in the police department. Carries supervisory responsibilities per the City's policies and applicable laws, training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Financial/Budget/Grant Considerations

No other financial implications for the City as four permanent sergeant positions in the Patrol Division are included in the 2023 budget.

Advisory Committee/Commission Action

None

Supporting Documentation Attached

- Patrol Sergeant Job Description



City of Cloquet Job Description

POSITION: Patrol Sergeant
DEPARTMENT: Police
REPORTS TO: Patrol Commander

SUMMARY

Responsible for the preservation of law and order, the protection of life and property, the prevention and detection of crime, the provision of emergency services and the enforcement of laws and ordinances. Position supervises a shift of patrol officers. Provides police services, including patrolling, responding to calls, taking reports, and enforcing laws, traffic code and city codes.

ESSENTIAL FUNCTIONS OF THE JOB

Assigns schedules and supervises shift patrol officers.

Reviews patrol officers' reports to ensure accuracy, completeness and clarity in reporting.

Coordinates activities and ensures that all applicable directives, policies, and procedures are adhered to.

Enforces department safety procedures and policies.

Responds to calls for police service, including domestic disputes, auto accidents, crimes in progress, and medical emergencies.

Investigates complaints involving violation of City codes, and State and Federal laws.

Patrols streets and highways, residential and business areas and buildings to prevent and protect against criminal activities.

Participates in crime prevention, community policing and neighborhood watch activities.

Takes crime reports from citizens and files reports and logs.

Investigates traffic accidents, including preparing reports and gathering evidence.

May perform specialized assignments such as canine, range officer, field training officer, intoxilyzer operator, crime prevention training, evidence officer, etc.

Ensures proper maintenance and safe operation of all vehicles and equipment.

Monitor and keep abreast of incident reports, other logs, emails, bulletins and teletypes

Performs other duties as apparent or assigned.

SUPERVISORY RESPONSIBILITIES

Directly supervises patrol officers in the police department. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE

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LANGUAGE SKILLS

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MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Ability to exercise independent judgement. Ability to quickly process information and make decisions.

OTHER KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of State and Federal laws, City codes and traffic laws and regulations.

Knowledge of approved practices, procedures and techniques required in performing daily law enforcement duties.

Knowledge of rules of evidence, arrest, search and seizure.

General knowledge of computers, cameras and video equipment.

Ability to prepare and review reports.

Knowledge of first aid and ability to apply first aid promptly in emergency situations.

Ability to supervise personnel and provide effective leadership.

Ability to operate law enforcement related equipment including firearms.

CERTIFICATES, LICENSES AND REGISTRATIONS

Minnesota Police Officer License.

Minnesota Class D Driver's License

PHYSICAL DEMANDS

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The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works near moving mechanical parts and in outside weather conditions. The employee is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme heat, risk of electrical shock, and risk of radiation.

The noise level in the work environment is usually moderate.



City of Cloquet
101 14th ST • Cloquet MN 55720
Phone: 218-879-3347 • Fax: 218-879-6555

REQUEST FOR COUNCIL ACTION

To: Mayor and Cloquet City Council
From: Holly Hansen, Community Development Director
Reviewed By: Tim Peterson, City Administrator *TP*
Date: May 16, 2023

ITEM DESCRIPTION: First Amendment to Development and Purchase Agreements with Boss Builders for Redevelopment of Former 611 Adams Street

Proposed Action

Staff recommends Council authorize the First Amendment to the Development and Purchase Agreement between the City of Cloquet and Boss Builders for Redevelopment of the former 611 Adams Street site.

Background/Overview

With strong demand for two-bedroom twin homes and a difficult construction cost environment, the developer and purchaser of the former 611 Adams Street site has requested the original Development and Purchase Agreement be amended to reduce the twin home bedrooms from three to two bedrooms, and to reduce the garage size from 24' x 24' to instead 22' x 24'. Attached is the construction proposal showing one twin home for two units from Boss Builders who plans to be present at the meeting to answer any questions.

Policy Objectives

The City Council previously initiated condemnation of this site to redevelop for housing as housing is a priority goal of the City and Cloquet EDA.

Financial/Budget/Grant Considerations

Boss Builders has previously closed on this property paying \$17,000 for each lot.

Advisory Committee Action

The EDA previously recommended that Council approve the Development and Purchase Agreement for this project, consultation with the Cloquet EDA President directed action to Council related to this minor modification.

Supporting Documentation

- Resolution No. 23-25
- First Amendment to Development and Purchase Agreement between the City of Cloquet and Boss Builders
- Boss Builders twin home construction proposal (same plans as Prospect Avenue)
- Original Development Agreement

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

RESOLUTION NO. 23-25

**A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO DEVELOPMENT AND
PURCHASE AGREEMENT BETWEEN THE CITY OF CLOQUET, MINNESOTA AND BOSS
BUILDERS FOR REDEVELOPMENT OF THE FORMER 611 ADAMS STREET SITE**

A. WHEREAS, Boss Builders (the "Developer") has requested the City of Cloquet, Minnesota (the "City") to amend the Development Agreement covering Tract A and Tract B at the former 611 Adams Street site, defined hereafter (the "Property"), and to reduce the bedrooms in each unit from three to two and to reduce the originally proposed garage size from 24' x 24' to 22' x 22' on the Property by the Developer (the "Project").

B. WHEREAS, the Developer and the City enter into a Development and Purchase Agreement on November 16, 2021 providing for the sale of the Property by the City for this Project (the "Development Agreement").

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE
CITY OF CLOQUET AS FOLLOWS:**

1. The City Council hereby approves the First Amendment to the Development and Purchase Agreement (attached), and the Mayor and Administrator of the City are hereby authorized and directed to execute on behalf of the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 16th DAY OF MAY, 2023.

Roger Maki, Mayor

Attest:

Tim Peterson, City Administrator

**FIRST AMENDMENT TO DEVELOPMENT AND PURCHASE AGREEMENT
BETWEEN THE CITY OF CLOQUET, MINNESOTA AND BOSS BUILDERS FOR
REDEVELOPMENT OF THE FORMER 611 ADAMS STREET SITE**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment"), dated as of the 16th day of May, 2023, by and between the CITY OF CLOQUET, MINNESOTA (the "City"), a municipal corporation existing under the laws of the State of Minnesota, and Boss Builders (the "Developer")

WITNESSES:

WHEREAS, the City Council approved the sale and Development Agreement on November 16, 2021 (*which was signed by the developer after property closing and dated as August 17, 2022*), the "Development Agreement" relating to the development of certain real property; and

WHEREAS, the City and the Developer wish to amend the Development Agreement as provided in this Amendment; and

WHEREAS, the City and the Developer have both duly authorized the Amendment; and

NOW, THEREFORE, the parties do hereby agree as follows:

1. "Tract A" Page 1 shall be amended as follows:

"This twin home/townhome unit will consist of 2 bedrooms, 2 bathrooms, a 22' x 24' garage, concrete driveway and sidewalk from the entry door to the driveway, rear concrete patio, house numbers approved by the Post Office with mail receptacle. Landscaping will include: final grading with topsoil, grass seed/sod, and planting a minimum of one native species deciduous tree for each rear or front yard; and"

2. "Tract B" Page 2 shall be amended as follows:

"This twin home/townhome unit will consist of 2 bedrooms, 2 bathrooms, a 22' x 24' garage, concrete driveway and sidewalk from the entry door to the driveway, rear concrete patio, house numbers approved by the Post Office with mail receptacle. Landscaping will include: final grading with topsoil, grass seed/sod, and planting a minimum of one native species deciduous tree for each rear or front yard; and"

3. Except as herein amended, all terms and provisions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have caused this Amendment to be duly executed on the date first written above.

BOSS BUILDERS

By: _____
Jesse Hecimovich
Its Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF CARLTON)

The foregoing instrument was acknowledged before me this ____ day of May, 2023, by Jesse Hecimovich, Vice President of Boss Builders.

Notary Public

This is a signature page to the First Amendment to Development Agreement and Purchase Agreement Between the City of Cloquet, Minnesota and Boss Builders for Redevelopment of the former 611 Adams Street Site.

CITY OF CLOQUET, MINNESOTA

By _____
Roger Maki
Its Mayor

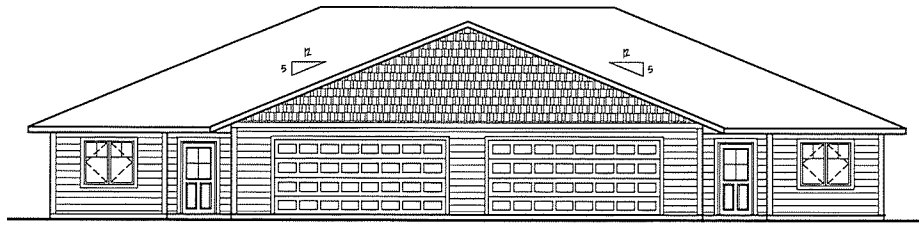
By _____
Tim Peterson
Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF CARLTON)

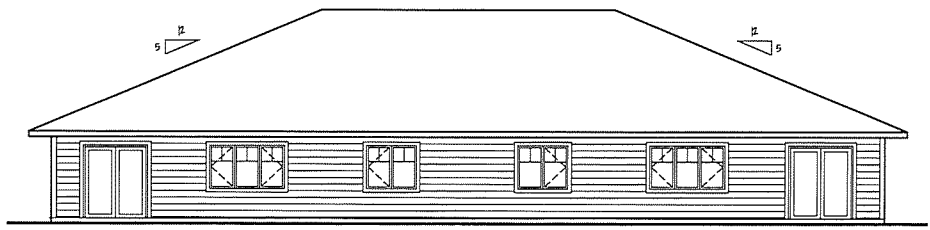
The foregoing instrument was acknowledged before me this ____ day of May, 2023, by Roger Maki, the Mayor, and Tim Peterson, the City Administrator, of the City of Cloquet on behalf of said City.

Notary Public

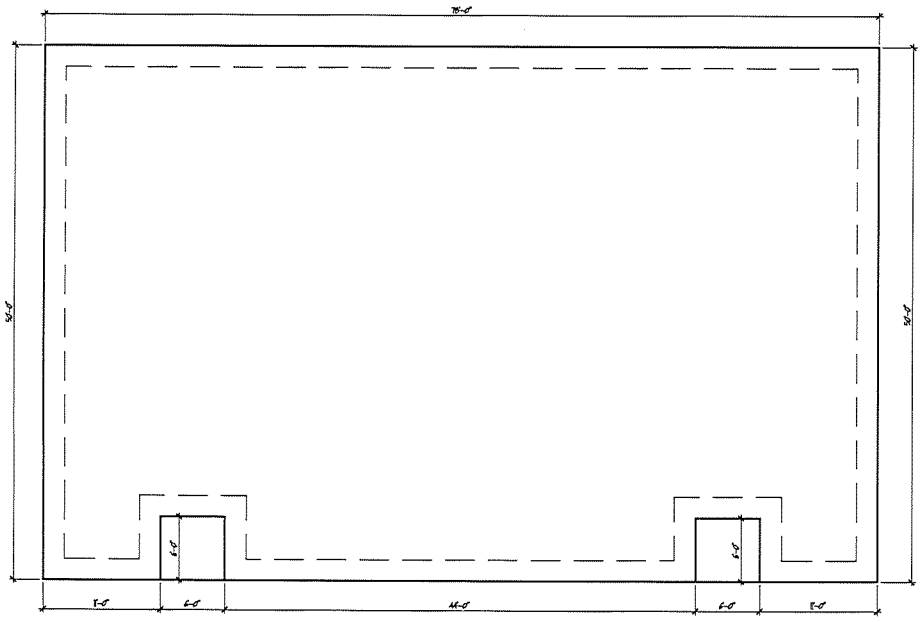
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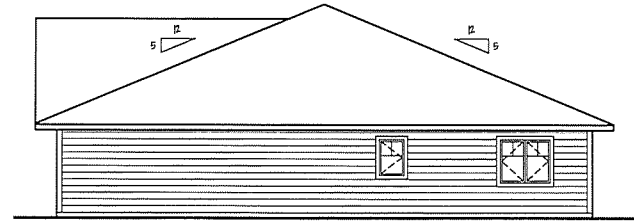
FRONT EXTERIOR
3/16" = 1'-0"



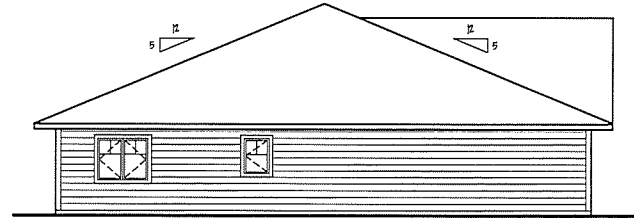
REAR EXTERIOR
3/16" = 1'-0"



FOUNDATION PLAN
3/16" = 1'-0"



SIDE EXTERIOR
3/16" = 1'-0"



SIDE EXTERIOR
3/16" = 1'-0"

HOMER
DESIGNS LLC
5255 Maple Grove Road
Humboldt, MN 55811
(218) 291-7462
hhomer@msn.com
thehomerdesigns.com

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3W Properties
Prospect Avenue
Cloquet, MN

construction set	4/17/20

Exterior
Elevations/
Foundation

A2

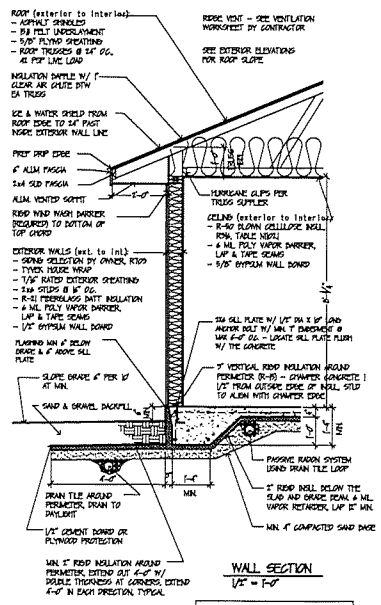
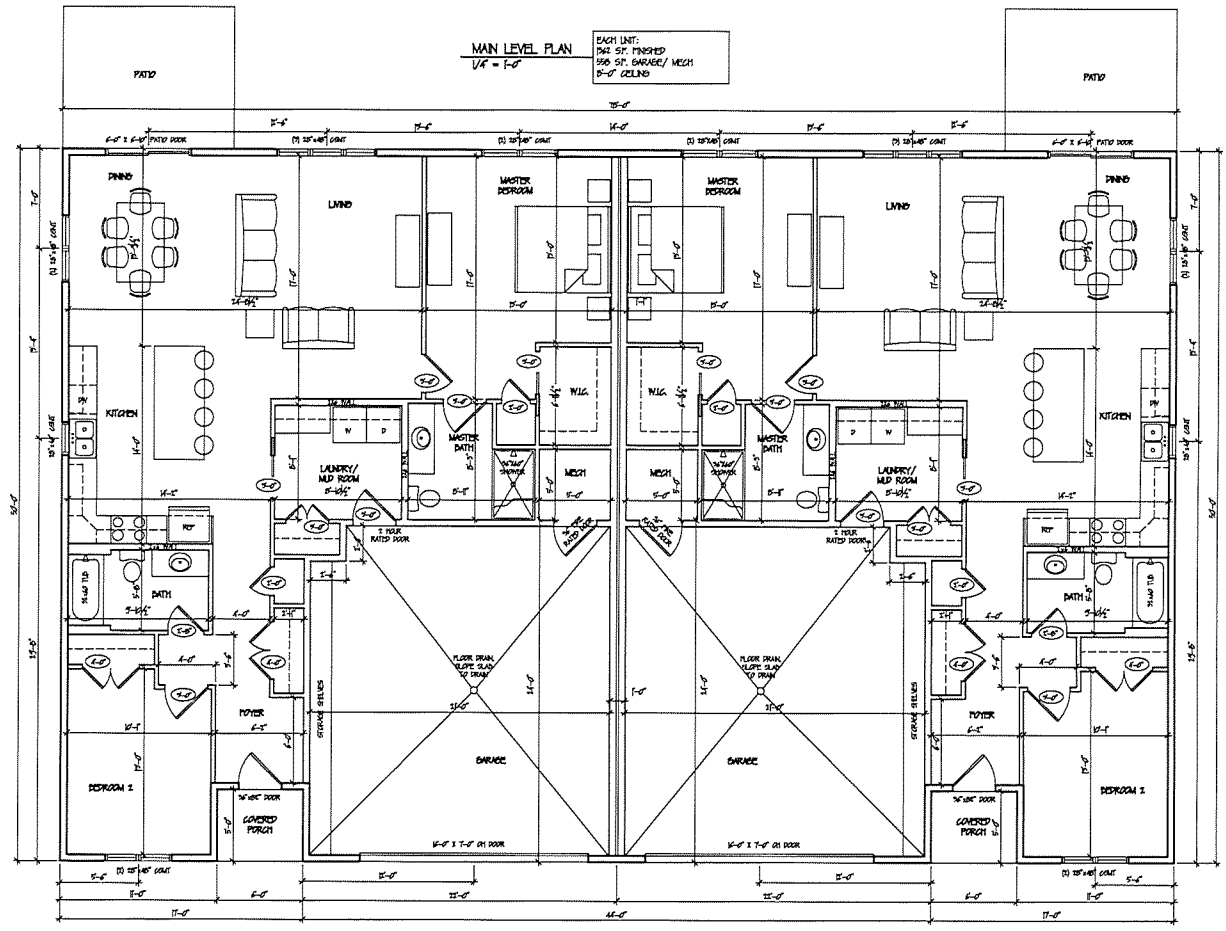
MINER HOME DESIGNS LLC is a professional design firm providing architectural, interior design, and construction services. We are committed to providing high-quality, personalized design solutions for our clients. Our services include conceptual design, schematic design, design development, construction documents, and construction administration. We work closely with our clients throughout the entire design and construction process to ensure their vision is realized. Our team consists of experienced professionals with a strong background in residential design and construction. We are licensed and insured, and we adhere to the highest standards of professional conduct. For more information, please contact us at (719) 201-7466 or hminer@min.com.

3W Properties
 Prospect Avenue
 Cloquet, MN

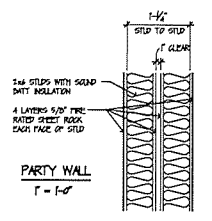
construction set 4/17/20

Main Level
 Floor Plan

A1



REVISIONS TO ADHERE TO SUB MINNESOTA STATE BUILDING CODE
 ALL REINFORCED STEEL #40
 RSI MIN (GRADE 40)
 FINISHED & PRECASTION WALL CONCRETE 8000 PSI MIN
 ALL CHANGES TO BE REVISIONS SOL DENIED IS ASSUMED TO BE FOR P.P. UNLESS CERTIFIED SOL TEST IS PROVIDED
 RADON MITIGATION SYSTEM TIED INTO FLOOR DRAINS AND SUMP.



DRAFTING MATERIALS, CONSTRUCTION METHODS, HEATING, VENTILATION, AND OTHER MECHANICAL SYSTEMS SHALL CONFORM TO OR EXCEED SUB MIN STATE RESIDENTIAL SOP AND MECH EQUIPMENT CLASSIFICATION
 ANY DIMENSIONED LINDER, LAYERS, SIZE, SPEC, AND CONNECTION DETAILS TO BE PROVIDED BY MANUFACTURER
 ELECTRICAL, PLUMBING, AND MECHANICAL SUB-CONTRACTORS TO PROVIDE LAYERS FOR CODE TO BE PROVIDED AND APPROVED BY INSURANCE AND CONTRACTOR
 INTERIOR STUD WALLS TO BE 5/8\"/>

CONTRACTOR:
 Paul Weitz
 763-792-8099
 buzzweitz@yahoo.com
 DESIGN & DRAFTING:
 Miner Home Designs
 Heather Miner
 (719) 201-7466
 hminer@min.com
 SHEET INDEX:
 A1 MAIN LEVEL FLOOR PLAN WALL SECTION
 A2 EXTERIOR ELEVATIONS FOUNDATION PLAN

**DEVELOPMENT AND PURCHASE AGREEMENT BETWEEN THE CITY OF
CLOQUET AND BOSS BUILDERS FOR REDEVELOPMENT OF THE FORMER 611
ADAMS ST SITE**

City of Cloquet will sell "Tract A" for \$17,000: The East 205.00 feet of the South 61.10 feet of the North 122.10 feet of Lot 7 of the recorded plat of "AUDITOR'S SUBDIVISION NO. 4" on file and of record in the office of the Carlton County Recorder, Carlton County, Minnesota, subject to the following conditions:

- As a condition of sale, Boss Builders must present evidence of acceptable financing for the project to the City; and
- Boss Builders will prepare a Site Plan for review by the City Planner for review and approval; and
- The twin home/townhome plans proposed for this site will be reviewed and approved by the City's Building Official for building code compliance prior to a building permit being issued for the project; and
- This twin home/townhome unit will consist of 3 bedrooms, 2 bathrooms, a 24' x 24' garage, concrete driveway and sidewalk from the entry door to the driveway, rear concrete patio, house numbers approved by the Post Office with mail receptacle. Landscaping will include: final grading with topsoil, grass seed/sod, and planting a minimum of one native species deciduous tree for each rear or front yard; and
- The City will waive the Building Permit Fees for this project, however the state surcharge is required; and
- The water connection fees, CAF sewer connection fees, and water meter charges will all be charged to the Developer; and
- Factoring in commentary from the construction industry with volume of projects and supply chain issues, the EDA will not require a June 1st 2022 start date due to these factors, however Boss Builders will initiate construction in 2022 and will complete the project by 12-31-23; and

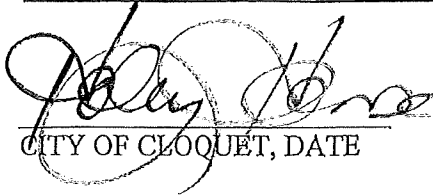
City of Cloquet will sell "Tract B" for \$17,000: That part of Lot 7 of the recorded plat of "AUDITOR'S SUBDIVISION NO. 4" on file and of record in the office of the Carlton County Recorder, Carlton County, Minnesota, described as follows:

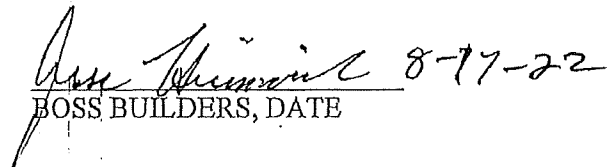
Commencing at the southeast corner of said Lot 7; thence westerly, along the south line of said Lot 7, a distance of 115.00 feet; thence northerly, at right angles, a distance of 61.00 feet to the actual point of beginning of the tract of land herein described; thence westerly, at right angles, a distance of 90.67 feet to the west line of the East 205.00 feet of said Lot 7; thence northerly, along last described west line, a distance of 61.10 feet to the south line of the North 122.10 feet of said Lot 7; thence easterly, along last described south line, a distance of 210.01 feet to the east line of said Lot 7; thence southerly, along last described east line, a distance of 61.10 feet to the intersection with a line that passes through said point of beginning and is parallel with said south line of Lot 7; thence westerly, along last described parallel line, a distance of 114.34 feet to said point of beginning, subject to the following conditions:

- As a condition of sale, Boss Builders must present evidence of acceptable financing for the project to the City; and
- Boss Builders will prepare a Site Plan for review by the City Planner for review and approval; and
- The twin home/townhome plans proposed for this site will be reviewed and approved by the City's Building Official for building code compliance prior to a building permit being issued for the project; and
- This twin home/townhome unit will consist of 3 bedrooms, 2 bathrooms, a 24' x 24' garage, concrete driveway and sidewalk from the entry door to the driveway, rear concrete patio, house numbers approved by the Post Office with mail receptacle. Landscaping will include: final grading with topsoil, grass seed/sod, and planting a minimum of one native species deciduous tree for each rear or front yard; and
- **The City will waive the Building Permit Fees for this project, however the state surcharge is required; and**
- **The water connection fees, CAF sewer connection fees, and water meter charges will all be charged to the Developer; and**
- Factoring in commentary from the construction industry with volume of projects and supply chain issues, the EDA will not require a June 1st 2022 start date due to these factors, however **Boss Builders will initiate construction in 2022 and will complete the project by 12-31-23; and**

Total closing costs for the property will be \$34,933.20 provided to the City in the format of cash only, no financing, no title company as detailed below:

Boss Builders Tracts A & B	
Purchase price	\$34,000.00
Short form PA	\$250.00
Title review	\$200.00
Deed	\$250.00
ECRV	\$75.00
Recording fee	\$46.00
Deed tax	$\$34,000.00 \times .0033 = \112.20
TOTAL	\$34,933.20


CITY OF CLOQUET, DATE

 8-17-22
BOSS BUILDERS, DATE



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed By: Tim Peterson, City Administrator *TP*
Date: May 16, 2023

ITEM DESCRIPTION: Citywide Storm Debris Removal Contract

Proposed Action

Staff recommends that the City Council move to award a contract to 3D Construction for storm debris removal in the estimated amount of \$48,800.

Background/Overview/Feasibility

In December of 2022, our region experienced high winds and heavy snow fall in excess of 20 inches. This weather event resulted in a considerable amount of damage to area trees and widespread power outages. As the snow has melted all the damaged trees are now visible and the City has received numerous contacts from residents about debris removal. Staff solicited bids from area contractors to assist with the clean-up effort by providing roadside pick-up of brush across the community. Bids were received as follows:

<u>Bidder</u>	<u>Base</u>
3D Construction	\$ 48,800.00
Kiminski Paving, Inc.	\$ 78,400.00
DeCaign Excavating, Inc.	\$ 99,760.00

Staff prepared the attached advertisement to notify residents of the upcoming effort should Council award the contract. The ad will be posted in typical locations such as the local paper, website, social media etc. Residents who do not wish to wait for the contractor are free to haul their own brush to the City Garage. As an alternative they can also use our temporary collection site **during the month of June**, which will be accessible on weekends and evenings.

Policy Objectives

N/A

Financial/Budget/Grant Considerations

Carlton County declared a state of emergency following the December weather event making the City eligible to recoup 75% of costs associated with brush clean-up. While it is difficult to predict the exact amount, staff estimates the total clean-up effort including brush collection, grinding and disposal may cost from \$75,000- \$100,000 with a city share of \$25,000. In a typical year, Public Works budgets \$20,000 for brush grinding.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Public Notice



May 17, 2023

NOTICE OF CITY-WIDE BRUSH COLLECTION

CITY OF CLOQUET, MN

The City of Cloquet has contracted with 3D Construction to assist residents with brush disposal resulting from the historic December snow event. **All residents who wish to participate must have brush placed adjacent to their roadway no later than Tuesday, May 30th. The contractor will not enter private property to collect brush, it must be placed within reach of the street along the edge of the public roadway.** We are asking residents to cut and stack brush in lengths of 5ft or less to keep work progressing as quickly as possible. It is anticipated brush collection efforts will take up to 4 weeks, however the contractor will not return to a home or neighborhood to collect brush which was not in place prior to their arrival. **It is unknown when the contractor will be in your area so all residents are required to have brush piles in place no later than Monday May 29th.** Please note, this collection will be for brush or woody debris only. **The contractor will not be collecting piles of leaves, pine needles, grass clippings, garbage or any other waste.** During this effort, the contractor will be hauling to a designated collection site at the corner of Carlton and Cloquet Avenues. Residents who wish to use this site for brush disposal are welcome to do so until Friday June 30th. The city is making this site available as a temporary one-time option for residents. Dumping of non-brush debris or any materials deposited after June 30th will be cited as a misdemeanor offense.

