



## CITY OF CLOQUET

City Council Agenda  
Tuesday, July 16, 2024  
6:00 p.m.

City Hall Council Chambers

### Regular Meeting

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

- a. Approval of July 16, 2024 Council Agenda

4. **Approval of Council Minutes**

- a. Regular Council Minutes from the June 18, 2024 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. 24-46, Authorizing the Payment of Bills and Payroll  
b. Resolution No. 24-49, Appointing Election Judges for the 2024 Primary and General Elections  
c. Approval of Labor Day Street Closures  
d. Approval of Queen of Peace School Color Run Sponsorship

7. **Public Hearings**

None



## CITY OF CLOQUET

### City Council Agenda Tuesday, July 16, 2024 City Hall Council Chambers

#### 8. **Presentations**

None.

#### 9. **Council Business**

- a. Approve Appointment of Part Time Parks Maintenance Worker – B. Bodin
- b. Approve Appointment of Police Officer – L. Sherk
- c. Approve Acceptance of MN Office of Traffic Safety 2025 Safe Rides Grant
- d. Resolution No. 24-47, Authorizing the Purchase and Development Agreement Relating to the Sale of Commercial Property from the City of Cloquet to JAWZ Real Estate, LLC – Woods and Waters Family Dental PLLC
- e. Resolution No. 24-48, Approving the Site Plan in the OM-Office/Manufacturing District for Woods and Waters Family Dental PLLC, a Minnesota Professional Limited Liability Company

#### 10. **Council Comments, Announcements, and Updates**

#### 11. **Adjournment**

Cloquet City Hall Council Chambers  
6:00 P.M. June 18, 2024

Roll Call

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

Councilors Absent: Lamb, Jaakola

Pledge of Allegiance

**AGENDA**

**MOTION:** Councilor Kolodge moved and Councilor Keller seconded the motion to approve the June 18, 2024 agenda with the addition of item 9.D., Closed Session. The motion carried unanimously (5-0).

**MINUTES**

**MOTION:** Councilor Carlson moved and Councilor Wilkinson seconded the motion to approve the Regular Meeting minutes of June 4, 2024 as presented. The motion carried unanimously (5-0).

**PUBLIC COMMENTS**

There were none.

**CONSENT AGENDA**

**MOTION:** Councilor Carlson moved and Councilor Kolodge seconded the motion to adopt the Consent Agenda of June 18, 2024, approving the necessary motions and resolutions. The motion carried unanimously (5-0).

- a. Resolution No. 24-42, Authorizing the Payment of Bills
- b. Authorize 2024 Transfers
- c. Resolution No. 24-45, Approving Exempt Permit to Conduct a Raffle Event for the Cloquet Youth Baseball/Softball Association (CYBSA)
- d. Approve Peddlers, Solicitors and Transient Merchants License for TNT Fireworks

**PUBLIC HEARINGS**

There were none.

**PRESENTATIONS**

Hockey Day Cloquet

Nate Knutson addressed City Council about Hockey Day Cloquet, seeking approval for the use of Veterans Park for the event which will take place January 7 – 17, 2025. Events include a Wounded Warriors hockey game, youth games, boys and girls HS hockey games and public use of the rinks after games are done. Mr. Knutson provided a map of where items such as storage containers, bleachers, food

trucks, etc., will be located. Approval from the city for use of the park is needed before the committee can begin reaching out to sponsors.

**MOTION:** Councilor Carlson moved and Councilor Keller seconded the motion to allow use of Veterans Park for Hockey Day Cloquet January 7-17, 2025 and for this to be a city sponsored event. The motion carried unanimously (5-0).

### **TEAMSTERS 346 LABOR AGREEMENT**

**MOTION:** Councilor Kolodge moved and Councilor Wilkinson seconded the motion to approve three-year Labor Agreement between Teamsters 346 (Police Officers) and the City and authorizes the Mayor and City Administrator to execute such Agreement. The motion carried unanimously (5-0).

### **CONDITIONAL USE PERMIT FOR KUKLIS CONSTRUCTION LLC**

**MOTION:** Councilor Wilkinson moved and Councilor Keller seconded the motion to adopt **RESOLUTION NO. 24-43, A RESOLUTION APPROVING THE CONDITIONAL USE PERMIT FOR KUKLIS CONSTRUCTION, LLC FOR 2 – TWO -FAMILY DWELLINGS IN THE R1-SINGLE-FAMILY RESIDENCE DISTRICT.** The motion carried unanimously (5-0).

**WHEREAS**, Kuklis Construction, LLC is proposing a Conditional Use Permit for 2 - two-family dwellings in the R1 – Single-Family Residence District; and

**WHEREAS**, As required by ordinance, notification was advertised in the Pine Knot on May 31, 2024, and property owners within 350 feet were sent notice. A public hearing was held to consider the application at the regular meeting of the Cloquet Planning Commission on June 11, 2024, at which time Zoning Case / Development Review No. 24-12 was heard and discussed; and

**WHEREAS**, the property of the proposed Conditional Use Permit is located north of Wilson Avenue and west of 16th Street:

Lots 2 & 5, Block 3, 1971 Rearrangement of A J Whites Addition. Carlton County, Minnesota. And,

**WHEREAS**, the Planning Commission reviewed the staff report and recommends approval of the Conditional Use Permit.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA**, that it approves Zoning Case 24-12 for Kuklis Construction, LLC for 2 - two-family dwellings in the R1 – Single-Family Residence District subject to the following condition:

1. A Right-of-Way occupation permit must be received for placement of a driveway in the 15th Street right-of-way prior to a building permit being issued for Lot 5.
2. A Building Permit be issued prior to beginning any work.

## **SUPPORTING LEGACY GRANT APPLICATION**

**MOTION:** Councilor Keller moved and Councilor Carlson seconded the motion to approve **RESOLUTION NO. 24-44, SUPPORTING THE LEGACY GRANT APPLICATION TO THE GREATER MINNESOTA REGIONAL PARKS AND TRAILS COMMISSION (GMRPTC) AND MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR PINE VALLEY PARK.** The motion carried unanimously (5-0).

**WHEREAS,** The City of Cloquet (Applicant) has the right and authority to sponsor a grant funding request to the Greater Minnesota Regional Parks and Trails Commission (GMRPTC); and

1. **WHEREAS,** The City of Cloquet has a right and authority to act as Legal Sponsor for the State Grant Application (the “Application”) and will work with the Minnesota Department of Natural Resources (“DNR”), in developing a Grant Agreement relating to the funding which may be awarded by the GMRPTC.

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

2. That the Applicant certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and monitor and report any actual, potential, or perceived conflicts of interest to the GMRPTC and DNR.
3. That the Applicant confirms all of the information in its Application and further confirms that it has no expectation of, or entitlement to, reimbursement of costs incurred prior to grant agreement execution date and, if applicable, it has not entered into a written purchase agreement to acquire property described in its Application if grant funds are to be used for the purchase.
4. That the Applicant has or will acquire a fee interest ownership or permanent easement over the land described in the Application for regional parks and regional special feature parks as applicable. The applicant has or will acquire a fee interest, permanent or perpetual easement or minimum twenty (20) year lease over the land described in the Application for regional trails or regional special feature parks, as applicable and approved, before the project proceeds.
5. That the Applicant agrees that it will comply with all applicable laws, regulations and requirements as stated in the Grant Agreement with the DNR, including dedicating the park property for uses consistent with the grant agreement into perpetuity or for trails, committing to maintain the trails for a period of not less than twenty (20) years, and dedicating all land acquired under the project for uses consistent with the grant agreement into perpetuity.
6. **BE IT FURTHER UNDERSTOOD,** that the GMRPTC will confirm at such time that it has made the award of funds authorizing a Grant Agreement to be developed between the DNR and the Applicant.

**CLOSED SESSION**

**MOTION:** Councilor Kolodge moved and Councilor Wilkinson seconded the motion to enter into a closed meeting pursuant to Minnesota Statute 13.D.03 to discuss Teamsters 346 contract negotiations. The motion carried unanimously (5-0). The time is 6:39 p.m.

**MOTION:** Councilor Wilkinson moved and Councilor Kolodge seconded the motion to reopen the City Council meeting. The motion carried unanimously (5-0). The time is 7:31 p.m.

**MOTION:** Councilor Wilkinson moved and Councilor Carlson seconded the motion to approve the Teamsters 346 labor contract and for a \$1.78 per hour market adjustment, which is equivalent to 5% of the top patrol pay, effective July 1, 2024. The motion carried unanimously (5-0).

**COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES**

There were none.

**ADJOURNMENT**

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

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Tim Peterson, City Administrator



**ADMINISTRATIVE OFFICES**

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

**REQUEST FOR COUNCIL ACTION**

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To: Mayor and City Council  
From: Ann Michaud, Assistant Finance Director  
Reviewed by: Tim Peterson, City Administrator *TEP*  
Date: July 16, 2024

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**ITEM DESCRIPTION:** Payment of Bills and Payroll

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**Proposed Action**

Staff recommends the Council move to adopt **RESOLUTION NO. 24-46, A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND PAYROLL.**

**Background/Overview**

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

**Policy Objectives**

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

**Financial/Budget/Grant Considerations**

See resolution for amounts charged to each individual fund.

**Advisory Committee/Commission Action**

Not applicable.

**Supporting Documents Attached**

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

**STATE OF MINNESOTA**

**RESOLUTION NO. 24-46**

**A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND PAYROLL**

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

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

101	General Fund	\$	623,026.50
201	LDO Project Fund (EDA)		182.50
202	Federal CDBG Loan (EDA)		639.65
231	Public Works Reserve		50,726.51
370	Swim Pond Bond Debt Service		6,106.25
372	City Sales Tax Bonds		80,632.50
374	Facilities Bonds		14,695.00
403	Capital Projects - Revolving		93,961.00
405	City Sales Tax Capital		190.00
600	Water - Lake Superior Waterline		73,990.47
601	Water - In Town		143,575.27
602	Sewer Fund		119,160.80
605	Stormwater Fund		5,080.68
614	Cable Television		18,367.65
	TOTAL:	\$	<u>1,230,334.78</u>

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET  
THIS 16TH DAY OF JULY, 2024.**

ATTEST:

\_\_\_\_\_  
Roger Maki, Mayor

\_\_\_\_\_  
Tim Peterson, City Administrator



INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
109400	A-1 EXCAVATING LLC	0.00	92,796.00
111350	LEXISNEXIS RISK DATA MNGMT INC	1,200.00	200.00
111610	ACME TOOLS	576.92	287.98
112050	ADVANCED SERVICES INC	5,054.50	1,305.00
121000	ARROWHEAD SPRINGS INC	660.00	129.50
121350	ASPEN MILLS INC	2,184.19	119.61
125900	BEST SERVICE	1,131.14	115.25
127120	BLUESTEM FORESTRY CONSULTING	0.00	9,562.50
128075	BRAUN INTERTEC CORP	4,653.75	334.75
134000	CARLTON COUNTY HIGHWAY DEPT	5,539.48	1,164.46
134300	CARLTON COUNTY RECORDER	322.00	92.00
134800	CARLTON COUNTY TREASURER	230.63	32.01
134900	CARLTON COUNTY TREASURER	3,554.73	32.50
137310	CENTURY LINK	3,519.65	228.28
139025	CINTAS	2,057.25	329.80
139030	CINTAS CORPORATION	18,502.23	1,267.85
142800	CLOQUET SANITARY SERVICE	15,811.45	3,119.54
145300	COMMUNITY PRINTING	6,308.55	349.75
145500	COMPENSATION CONSULTANTS, LTD	2,281.00	231.00
147050	CONSOLIDATED TELEPHONE COMPANY	16,555.58	3,309.19
147600	EXELON CORPORATION	15,498.73	1,105.37
150100	IMPERIAL DADE	4,061.01	1,525.36
156400	CITY OF DULUTH COMFORT SYSTEMS	971.45	161.55
157300	DULUTH READY MIX INC	849.04	1,645.39
162640	ENVENTIS TELECOM INC	303.26	49.90
164900	FASTENAL	677.37	169.63
165375	FERGUSON WATERWORKS #2516	9,353.90	3,307.28
165475	THE FIG TREE LLC	0.00	3,603.00
166625	FIRST AID CORP	1,764.45	271.45
169180	FORCE AMERICA DISTRIBUTING LLC	557.61	20.00
169375	MELISSA FORESTA	3,199.80	3,079.80
169650	FORUM COMMUNICATIONS COMPANY	2,142.50	455.00
171100	FRYBERGER, BUCHANAN, SMITH &	147,448.40	21,851.50
175000	GOODIN COMPANY	0.00	388.80
175200	GOPHER STATE ONE CALL INC	884.30	170.10
175700	GRAINGER	8,710.83	470.86
175790	GRANICUS	8,506.50	1,417.75
179340	HAGENS GLASS & PAINT	3,733.62	454.00
180500	HAWKINS INC	59,049.70	15,427.94
184100	HR GREEN INC	10,724.50	1,630.00
188000	INNOVATIVE OFFICE SOLUTIONS	2,745.80	283.69
188700	UNITED STATES TREASURY	0.00	144.90
195175	KEMBLE INCORPORATED	0.00	9,450.00
196975	KOMPAN INC	504.64	3,482.03

DATE: 07/11/2024  
TIME: 10:51:05  
ID: AP442000.WOW

CITY OF CLOQUET  
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
197775	KWIK TRIP INC	750.58	166.15
197800	L & M FLEET SUPPLY INC.	16,527.95	2,205.58
205050	LOFFLER COMPANIES INC	652.22	104.77
206800	MACQUEEN EQUIPMENT INC	4,990.01	2,631.50
211400	MENARDS INC	4,931.41	2,255.29
212400	MICHAUD DIST INC	738.72	85.20
214000	MIELKE ELECTRIC WORKS	1,875.00	1,500.00
219000	MN COUNTY ATTORNEYS ASSOC	0.00	33.00
219067	MN DEPT OF ADMINISTRATION	4,503.49	2,131.31
228200	MUTUAL OF OMAHA	1,578.31	1,388.21
229500	NAPA AUTO PARTS	4,167.00	180.81
236101	NORTHLAND CONSTRUCTORS	488.92	7,377.32
236275	NORTHLAND VEBA TRUST	3,187.50	1,125.00
236450	THE NORTHSPAN GROUP, INC.	5,760.00	982.50
241400	OXYGEN SERVICE COMPANY	324.50	35.45
241950	PACE ANALYTICAL SERVICES INC	3,173.00	1,200.00
244300	BRENT BELICH	2,291.42	136.25
244975	PINE KNOT LLC	52,012.45	16,948.90
245600	PLAN IT SOFTWARE LLC	0.00	1,425.00
247250	POWERPLAN	3,560.66	110.01
253100	REINDERS INC	4,166.34	1,965.60
259900	SAMBATEK, INC	22,718.48	17,205.00
260500	SCHINDLER ELEVATOR CORPORATION	7,158.05	969.72
261800	SEH	23,530.00	700.00
262875	SHAMROCK LANDFILL INC	1,195.94	97.87
265250	SNAP ON TOOLS	0.00	389.00
268790	STOCK TIRE AND REPAIR COMPANY	5,098.40	1,814.01
268900	STOPSTICK, LTD	0.00	3,118.00
270225	SUPERIOR DIAMOND CONCRETE	0.00	625.00
270400	SUPERIOR WATER, LIGHT & POWER	583.71	90.35
271345	PUBLIC SAFETY EQUIPMENT LLC	0.00	172.00
271975	TEAMSTERS JOINT COUNCIL 32	550,213.00	110,589.00
272600	TERMINAL SUPPLY INC	1,386.92	189.80
276225	KANDI KOUNTRY EXPRESS LTD	286.42	29,096.00
276700	TRITECH SOFTWARE SYSTEMS	30,956.74	3,600.00
277500	TURBO DIESEL & ELECTRIC	3,496.10	256.14
277550	TURFWERKS	557.66	1,083.54
278600	TWIN PORT MAILING	26,355.20	4,200.20
279100	U S BANK EQUIPMENT FINANCE	3,411.87	630.24
284580	VC3	93,716.55	9,076.70
286900	W L S S D	462,468.80	81,674.20
287800	WAL-MART COMMUNITY	726.90	86.28
287900	WAL-MART COMMUNITY	536.49	24.73
288100	WARNING LITES OF MN, INC.	0.00	240.00

DATE: 07/11/2024  
TIME: 10:51:05  
ID: AP442000.WOW

CITY OF CLOQUET  
VENDOR SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
288150	WASTE MANAGEMENT NORTHERN MN	207.42	74.14
289015	WELLS FARGO CREDIT CARD	53,011.81	4,198.21
290300	WIDDES FEED & FARM SUPPLY	1,203.80	79.80
290875	WIPFLI CPAs AND CONSULTANTS	23,700.00	2,000.00
290975	WISCONSIN CENTRAL	0.00	50.00
291400	WOOD CITY MOTORS	20,632.33	516.26
292200	WSB & ASSOCIATES INC	0.00	380.00
R0002416	CLOQUET FOURTH OF JULY COMMITE	1,000.00	500.00
R0002462	DAN TIERNEY	0.00	4,000.00
R0002463	ROXANNE & DAVID DONNAY	0.00	52.35
R0002464	MICHAEL MUNNELL	0.00	500.00
TOTAL ALL VENDORS:			507,838.66

City of Cloquet  
Vendor Summary Report Reconciliation  
Invoices Due On/Before 7/16/2024

Bills	507,838.66
Less: CAFD	0.00
Less: Library	(881.13)
Bills approved	506,957.53
Other:	
Bond Interest Payments	162,283.75
Payroll	657,821.71
Payroll - benefits	<u>(96,728.21)</u>
Total Bills and Payroll Approved	<u><u>1,230,334.78</u></u>

INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
00			
228200	MUTUAL OF OMAHA	1,578.31	1,388.21
271975	TEAMSTERS JOINT COUNCIL 32	550,213.00	95,340.00
			96,728.21
32	LICENSES & PERMITS		
286900	W L S S D	462,468.80	7,219.20
	LICENSES & PERMITS		7,219.20
41	GENERAL GOVERNMENT		
128075	BRAUN INTERTEC CORP	4,653.75	334.75
134300	CARLTON COUNTY RECORDER	322.00	46.00
139025	CINTAS	2,057.25	78.67
139030	CINTAS CORPORATION	18,502.23	69.16
142800	CLOQUET SANITARY SERVICE	15,811.45	97.06
145300	COMMUNITY PRINTING	6,308.55	189.05
145500	COMPENSATION CONSULTANTS, LTD	2,281.00	231.00
147050	CONSOLIDATED TELEPHONE COMPANY	16,555.58	410.70
150100	IMPERIAL DADE	4,061.01	286.05
171100	FRYBERGER, BUCHANAN, SMITH &	147,448.40	20,982.85
175000	GOODIN COMPANY		194.40
179340	HAGENS GLASS & PAINT	3,733.62	164.50
188000	INNOVATIVE OFFICE SOLUTIONS	2,745.80	116.22
188700	UNITED STATES TREASURY		144.90
211400	MENARDS INC	4,931.41	48.85
212400	MICHAUD DIST INC	738.72	18.00
245600	PLAN IT SOFTWARE LLC		1,425.00
278600	TWIN PORT MAILING	26,355.20	178.26
279100	U S BANK EQUIPMENT FINANCE	3,411.87	338.15
284580	VC3	93,716.55	3,849.70
289015	WELLS FARGO CREDIT CARD	53,011.81	2,008.94
290875	WIPFLI CPAs AND CONSULTANTS	23,700.00	762.00
	GENERAL GOVERNMENT		31,974.21
42	PUBLIC SAFETY		
111350	LEXISNEXIS RISK DATA MNGMT INC	1,200.00	200.00

INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
42	PUBLIC SAFETY		
121350	ASPEN MILLS INC	2,184.19	119.61
134900	CARLTON COUNTY TREASURER	3,554.73	32.50
139025	CINTAS	2,057.25	62.34
139030	CINTAS CORPORATION	18,502.23	112.04
142800	CLOQUET SANITARY SERVICE	15,811.45	97.06
147050	CONSOLIDATED TELEPHONE COMPANY	16,555.58	791.14
150100	IMPERIAL DADE	4,061.01	286.03
169650	FORUM COMMUNICATIONS COMPANY	2,142.50	455.00
175000	GOODIN COMPANY		194.40
179340	HAGENS GLASS & PAINT	3,733.62	164.50
188000	INNOVATIVE OFFICE SOLUTIONS	2,745.80	38.44
197775	KWIK TRIP INC	750.58	166.15
211400	MENARDS INC	4,931.41	48.86
212400	MICHAUD DIST INC	738.72	67.20
219000	MN COUNTY ATTORNEYS ASSOC		33.00
236275	NORTHLAND VEBA TRUST	3,187.50	187.50
268790	STOCK TIRE AND REPAIR COMPANY	5,098.40	40.00
271345	PUBLIC SAFETY EQUIPMENT LLC		172.00
271975	TEAMSTERS JOINT COUNCIL 32	550,213.00	15,249.00
278600	TWIN PORT MAILING	26,355.20	50.93
284580	VC3	93,716.55	3,976.15
287900	WAL-MART COMMUNITY	536.49	24.73
289015	WELLS FARGO CREDIT CARD	53,011.81	428.73
	PUBLIC SAFETY		22,997.31
43	PUBLIC WORKS		
121000	ARROWHEAD SPRINGS INC	660.00	102.50
125900	BEST SERVICE	1,131.14	58.25
134800	CARLTON COUNTY TREASURER	230.63	32.01
139025	CINTAS	2,057.25	66.62
139030	CINTAS CORPORATION	18,502.23	152.26
142800	CLOQUET SANITARY SERVICE	15,811.45	189.94
145300	COMMUNITY PRINTING	6,308.55	35.71
147050	CONSOLIDATED TELEPHONE COMPANY	16,555.58	259.75
164900	FASTENAL	677.37	169.63
165475	THE FIG TREE LLC		3,375.00
166625	FIRST AID CORP	1,764.45	135.73
169375	MELISSA FORESTA	3,199.80	3,079.80
175200	GOPHER STATE ONE CALL INC	884.30	85.05
188000	INNOVATIVE OFFICE SOLUTIONS	2,745.80	70.50
195175	KEMBLE INCORPORATED		9,450.00

INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
43	PUBLIC WORKS		
197800	L & M FLEET SUPPLY INC.	16,527.95	1,045.99
205050	LOFFLER COMPANIES INC	652.22	18.39
236101	NORTHLAND CONSTRUCTORS	488.92	846.60
236275	NORTHLAND VEBA TRUST	3,187.50	187.50
241400	OXYGEN SERVICE COMPANY	324.50	17.73
244300	BRENT BELICH	2,291.42	136.25
247250	POWERPLAN	3,560.66	110.01
262875	SHAMROCK LANDFILL INC	1,195.94	97.87
265250	SNAP ON TOOLS		389.00
268790	STOCK TIRE AND REPAIR COMPANY	5,098.40	258.78
272600	TERMINAL SUPPLY INC	1,386.92	189.80
278600	TWIN PORT MAILING	26,355.20	50.93
279100	U S BANK EQUIPMENT FINANCE	3,411.87	38.81
284580	VC3	93,716.55	1,250.85
287800	WAL-MART COMMUNITY	726.90	36.68
288100	WARNING LITES OF MN, INC.		240.00
289015	WELLS FARGO CREDIT CARD	53,011.81	94.02
	PUBLIC WORKS		22,271.96
45	CULTURE AND RECREATION		
112050	ADVANCED SERVICES INC	5,054.50	1,305.00
125900	BEST SERVICE	1,131.14	37.00
137310	CENTURY LINK	3,519.65	135.78
139030	CINTAS CORPORATION	18,502.23	829.25
142800	CLOQUET SANITARY SERVICE	15,811.45	2,608.88
147050	CONSOLIDATED TELEPHONE COMPANY	16,555.58	614.08
147600	EXELON CORPORATION	15,498.73	1,105.37
150100	IMPERIAL DADE	4,061.01	953.28
165475	THE FIG TREE LLC		228.00
180500	HAWKINS INC	59,049.70	2,150.11
196975	KOMPAN INC	504.64	3,482.03
197800	L & M FLEET SUPPLY INC.	16,527.95	907.04
229500	NAPA AUTO PARTS	4,167.00	142.33
253100	REINDERS INC	4,166.34	1,965.60
260500	SCHINDLER ELEVATOR CORPORATION	7,158.05	969.72
268790	STOCK TIRE AND REPAIR COMPANY	5,098.40	189.12
277500	TURBO DIESEL & ELECTRIC	3,496.10	256.14
277550	TURFWERKS	557.66	1,083.54
289015	WELLS FARGO CREDIT CARD	53,011.81	654.91
290300	WIDDES FEED & FARM SUPPLY	1,203.80	79.80
291400	WOOD CITY MOTORS	20,632.33	75.48
	CULTURE AND RECREATION		19,772.46

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CITY OF CLOQUET  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
46	COMMUNITY DEVELOPMENT		
145300	COMMUNITY PRINTING	6,308.55	17.86
147050	CONSOLIDATED TELEPHONE COMPANY	16,555.58	58.67
188000	INNOVATIVE OFFICE SOLUTIONS	2,745.80	8.36
236450	THE NORTHSPAN GROUP, INC.	5,760.00	800.00
244975	PINE KNOT LLC	52,012.45	48.90
278600	TWIN PORT MAILING	26,355.20	199.90
279100	U S BANK EQUIPMENT FINANCE	3,411.87	81.25
289015	WELLS FARGO CREDIT CARD	53,011.81	391.65
R0002416	CLOQUET FOURTH OF JULY COMMITE	1,000.00	500.00
R0002464	MICHAEL MUNNELL		500.00
	COMMUNITY DEVELOPMENT		2,606.59
LDO PROJECT FUND (EDA)			
46	COMMUNITY DEVELOPMENT		
236450	THE NORTHSPAN GROUP, INC.	5,760.00	182.50
	COMMUNITY DEVELOPMENT		182.50
FEDERAL CDBG LOAN (EDA)			
46	COMMUNITY DEVELOPMENT		
134300	CARLTON COUNTY RECORDER	322.00	46.00
171100	FRYBERGER, BUCHANAN, SMITH &	147,448.40	593.65
	COMMUNITY DEVELOPMENT		639.65
LIBRARY FUND			
45	CULTURE AND RECREATION		
147050	CONSOLIDATED TELEPHONE COMPANY	16,555.58	593.63
179340	HAGENS GLASS & PAINT	3,733.62	100.00
236275	NORTHLAND VEBA TRUST	3,187.50	187.50
	CULTURE AND RECREATION		881.13
PUBLIC WORKS RESERVE			
42	PUBLIC SAFETY		



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CITY OF CLOQUET  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
PUBLIC WORKS RESERVE			
42	PUBLIC SAFETY		
219067	MN DEPT OF ADMINISTRATION	4,503.49	2,131.31
268900	STOPSTICK, LTD		3,118.00
276700	TRITECH SOFTWARE SYSTEMS	30,956.74	3,600.00
	PUBLIC SAFETY		8,849.31
43	PUBLIC WORKS		
127120	BLUESTEM FORESTRY CONSULTING		9,562.50
276225	KANDI KOUNTRY EXPRESS LTD	286.42	29,096.00
291400	WOOD CITY MOTORS	20,632.33	198.27
	PUBLIC WORKS		38,856.77
45	CULTURE AND RECREATION		
157300	DULUTH READY MIX INC	849.04	934.35
211400	MENARDS INC	4,931.41	2,086.08
	CULTURE AND RECREATION		3,020.43
CAPITAL PROJECTS - REVOLVING			
00			
109400	A-1 EXCAVATING LLC		-4,884.00
			-4,884.00
81	SPECIAL PROJECTS		
109400	A-1 EXCAVATING LLC		97,680.00
171100	FRYBERGER, BUCHANAN, SMITH &	147,448.40	275.00
261800	SEH	23,530.00	700.00
292200	WSB & ASSOCIATES INC		190.00
	SPECIAL PROJECTS		98,845.00
CITY SALES TAX CAPITAL			
81	SPECIAL PROJECTS		

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CITY OF CLOQUET  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CITY SALES TAX CAPITAL			
81	SPECIAL PROJECTS		
292200	WSB & ASSOCIATES INC		190.00
	SPECIAL PROJECTS		190.00
WATER - LAKE SUPERIOR WATERLIN			
50	STATION 1		
214000	MIELKE ELECTRIC WORKS	1,875.00	500.00
	STATION 1		500.00
51	STATION 2		
121000	ARROWHEAD SPRINGS INC	660.00	27.00
137310	CENTURY LINK	3,519.65	92.50
139025	CINTAS	2,057.25	55.55
139030	CINTAS CORPORATION	18,502.23	39.60
165375	FERGUSON WATERWORKS #2516	9,353.90	19.03
180500	HAWKINS INC	59,049.70	5,722.24
214000	MIELKE ELECTRIC WORKS	1,875.00	1,000.00
236275	NORTHLAND VEBA TRUST	3,187.50	375.00
287800	WAL-MART COMMUNITY	726.90	49.60
288150	WASTE MANAGEMENT NORTHERN MN	207.42	74.14
	STATION 2		7,454.66
52	LAKE SUPERIOR WATERLINE		
139030	CINTAS CORPORATION	18,502.23	7.80
184100	HR GREEN INC	10,724.50	1,630.00
197800	L & M FLEET SUPPLY INC.	16,527.95	63.14
236275	NORTHLAND VEBA TRUST	3,187.50	187.50
270400	SUPERIOR WATER, LIGHT & POWER	583.71	90.35
290875	WIPFLI CPAs AND CONSULTANTS	23,700.00	413.00
290975	WISCONSIN CENTRAL		50.00
	LAKE SUPERIOR WATERLINE		2,441.79
57	ADMINISTRATION		

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CITY OF CLOQUET  
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INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER - LAKE SUPERIOR WATERLIN			
57	ADMINISTRATION		
156400	CITY OF DULUTH COMFORT SYSTEMS	971.45	161.55
205050	LOFFLER COMPANIES INC	652.22	18.39
	ADMINISTRATION		179.94
WATER - IN TOWN SYSTEM			
00			
R0002463	ROXANNE & DAVID DONNAY		52.35
			52.35
49	CLOQUET		
111610	ACME TOOLS	576.92	94.99
125900	BEST SERVICE	1,131.14	20.00
139025	CINTAS	2,057.25	39.97
139030	CINTAS CORPORATION	18,502.23	21.76
157300	DULUTH READY MIX INC	849.04	711.04
165375	FERGUSON WATERWORKS #2516	9,353.90	2,886.65
166625	FIRST AID CORP	1,764.45	54.28
175700	GRAINGER	8,710.83	470.86
179340	HAGENS GLASS & PAINT	3,733.62	25.00
180500	HAWKINS INC	59,049.70	7,555.59
197800	L & M FLEET SUPPLY INC.	16,527.95	126.27
205050	LOFFLER COMPANIES INC	652.22	12.82
211400	MENARDS INC	4,931.41	71.50
236101	NORTHLAND CONSTRUCTORS	488.92	6,530.72
241400	OXYGEN SERVICE COMPANY	324.50	10.64
241950	PACE ANALYTICAL SERVICES INC	3,173.00	1,200.00
259900	SAMBATEK, INC	22,718.48	17,205.00
268790	STOCK TIRE AND REPAIR COMPANY	5,098.40	1,136.99
270225	SUPERIOR DIAMOND CONCRETE		625.00
291400	WOOD CITY MOTORS	20,632.33	242.51
	CLOQUET		39,041.59
54	BILLING & COLLECTION		
145300	COMMUNITY PRINTING	6,308.55	35.71
188000	INNOVATIVE OFFICE SOLUTIONS	2,745.80	16.72

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INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER - IN TOWN SYSTEM			
54	BILLING & COLLECTION		
278600	TWIN PORT MAILING	26,355.20	3,618.31
279100	U S BANK EQUIPMENT FINANCE	3,411.87	94.40
	BILLING & COLLECTION		3,765.14
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	15,811.45	63.30
145300	COMMUNITY PRINTING	6,308.55	35.71
147050	CONSOLIDATED TELEPHONE COMPANY	16,555.58	406.91
175200	GOPHER STATE ONE CALL INC	884.30	51.03
188000	INNOVATIVE OFFICE SOLUTIONS	2,745.80	16.72
205050	LOFFLER COMPANIES INC	652.22	18.39
278600	TWIN PORT MAILING	26,355.20	50.93
279100	U S BANK EQUIPMENT FINANCE	3,411.87	38.81
290875	WIPFLI CPAs AND CONSULTANTS	23,700.00	349.00
	ADMINISTRATION & GENERAL		1,030.80
ENTERPRISE FUND - SEWER			
00			
286900	W L S S D	462,468.80	-11,476.00
			-11,476.00
55	SANITARY SEWER		
139025	CINTAS	2,057.25	26.65
139030	CINTAS CORPORATION	18,502.23	35.98
165375	FERGUSON WATERWORKS #2516	9,353.90	401.60
166625	FIRST AID CORP	1,764.45	81.44
197800	L & M FLEET SUPPLY INC.	16,527.95	63.14
206800	MACQUEEN EQUIPMENT INC	4,990.01	2,316.17
229500	NAPA AUTO PARTS	4,167.00	38.48
241400	OXYGEN SERVICE COMPANY	324.50	7.08
268790	STOCK TIRE AND REPAIR COMPANY	5,098.40	189.12
286900	W L S S D	462,468.80	85,931.00
289015	WELLS FARGO CREDIT CARD	53,011.81	330.00
	SANITARY SEWER		89,420.66

INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ENTERPRISE FUND - SEWER			
56	LIFT STATIONS		
111610	ACME TOOLS	576.92	192.99
289015	WELLS FARGO CREDIT CARD	53,011.81	289.96
	LIFT STATIONS		482.95
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	15,811.45	63.30
145300	COMMUNITY PRINTING	6,308.55	35.71
147050	CONSOLIDATED TELEPHONE COMPANY	16,555.58	174.31
175200	GOPHER STATE ONE CALL INC	884.30	34.02
188000	INNOVATIVE OFFICE SOLUTIONS	2,745.80	16.73
205050	LOFFLER COMPANIES INC	652.22	18.39
278600	TWIN PORT MAILING	26,355.20	50.94
279100	U S BANK EQUIPMENT FINANCE	3,411.87	38.82
290875	WIPFLI CPAs AND CONSULTANTS	23,700.00	476.00
R0002462	DAN TIERNEY		4,000.00
	ADMINISTRATION & GENERAL		4,908.22
STORM WATER UTILITY			
57	ADMINISTRATION & GENERAL		
169180	FORCE AMERICA DISTRIBUTING LLC	557.61	20.00
205050	LOFFLER COMPANIES INC	652.22	18.39
	ADMINISTRATION & GENERAL		38.39
59	OPERATIONS		
134000	CARLTON COUNTY HIGHWAY DEPT	5,539.48	1,164.46
206800	MACQUEEN EQUIPMENT INC	4,990.01	315.33
	OPERATIONS		1,479.79
CABLE TELEVISION			
45	CULTURE AND RECREATION		
162640	ENVENTIS TELECOM INC	303.26	49.90
175790	GRANICUS	8,506.50	1,417.75

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CITY OF CLOQUET  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CABLE TELEVISION			
45	CULTURE AND RECREATION		
244975	PINE KNOT LLC	52,012.45	16,900.00
	CULTURE AND RECREATION		18,367.65
	TOTAL ALL DEPARTMENTS		507,838.66



**ADMINISTRATIVE OFFICES**

101 14<sup>th</sup> Street • Cloquet MN 55720  
Phone: 218-879-3347 • Fax: 218-879-6555  
email: [admin@cloquetmn.gov](mailto:admin@cloquetmn.gov)  
[www.cloquetmn.gov](http://www.cloquetmn.gov)

**REQUEST FOR COUNCIL ACTION**

---

To: Mayor and City Council  
From: Tim Peterson, City Administrator *TCP*  
Date: July 16, 2024

---

**ITEM DESCRIPTION:** Appointment of Election Judges for Primary and General Election

---

**Proposed Action**

Staff recommends that the City Council move to approve **RESOLUTION NO. 24-49, A RESOLUTION APPOINTING ELECTION JUDGES FOR THE 2024 PRIMARY AND GENERAL ELECTIONS.**

**Background/Overview**

The City of Cloquet will be holding both Primary and General Elections in 2024. City staff has sought and identified several individuals to serve in this capacity for the August 13<sup>th</sup> Primary Election and November 5<sup>th</sup> General Election.

**Policy Objectives**

MS 204B.22 requires each precinct to have a minimum of three election judges. MS 204B.21 requires that the Council make election judge appointments at least 25 days before the election at which the election judges will serve.

**Financial/Budget/Grant Considerations**

The cost for the wages of election judges is incorporated into the 2024 operating budget. Currently, there are no unexpected costs to the City for the hiring of the judges.

**Advisory Committee/Commission Action**

None.

**Supporting Documentation Attached**

- Resolution No. 24-49
- Election Judge List

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

**RESOLUTION NO. 24-46**

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE  
2024 PRIMARY AND GENERAL ELECTIONS**

**WHEREAS**, pursuant to Section 204B.21 of the Minnesota Election Laws, election judges shall be appointed by the governing body of the municipality; and

**WHEREAS**, the appointment shall be made at least 25 days before the election at which the election judges will serve; and

**WHEREAS**, election judges shall receive at least the prevailing Minnesota minimum wage for each hour spent carrying out their duties.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Cloquet, that the individuals listed on the attached Exhibit A are appointed to serve as election judges for the August 13, 2024 State Primary Election and/or the November 5, 2024 General Election at an hourly rate of \$12.00 for Election Judges and \$14.00 for Head Judges.

**BE IT FURTHER RESOLVED** that the City Clerk is authorized to appoint additional judges as needed for the conduct of these elections.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 16th DAY OF JULY 2024.**

ATTEST:

\_\_\_\_\_  
Roger Maki, Mayor

\_\_\_\_\_  
Tim Peterson, City Administrator



## 2024 Election Judges

Brenda Alanen	Marcia Kitto
Jody Acers	Carla Houle
Ceceal Anderson	David Johanson
Jan Anderson	Julie Johanson
Thomas Anderson	Carolyn Kedrowski
Kay Anderson	Paula King
Margaret Anderson	Anne Guillion
Ron Anderson	Mary Krohn
Lorri Antus	Ted Lammi
Teresa Backus	Jessica Loons
Patrick Began	Ellen McCain
Nadine Brown	TimothyMcColley
John Cavanaugh	Kathy Meyers
Chris Conor	Vicki Oberstar
Christina DeBlass	Carol Perttula
Patricia George	David Peterson
Becky Dooley	Joe Peterson
Goldie Demers	Brianne Rehak
Phil Demers	Crysta Reeves
Karen Dormanen	Bill Schlenvogt
Alan Finifrock	Judy Vukelich
Sharon Fox	Diane Wippler
Steve Hamlin	Robin Wilkinson
Denise Hammond	Mary Vajdl
David Haugen	Debray Skyora
Paul Holm	Charlotte Kerelko



**ADMINISTRATIVE OFFICES**

101 14<sup>th</sup> Street • Cloquet MN 55720  
Phone: 218-879-3347 • Fax: 218-879-6555  
email: [admin@cloquetmn.gov](mailto:admin@cloquetmn.gov)  
[www.cloquetmn.gov](http://www.cloquetmn.gov)

**REQUEST FOR COUNCIL ACTION**

---

To: Mayor and City Council  
From: Tim Peterson, City Administrator *TCP*  
Date: July 16, 2024

---

**ITEM DESCRIPTION:** Labor Day Celebration

---

**Proposed Action**

Staff recommends that the City Council move to approve the street closure request from the Carlton County Labor Day Celebration Committee for their annual parade on September 2<sup>nd</sup>.

**Background/Overview**

Each year, the Carlton County Central Labor Body holds an annual Labor Day parade along Cloquet Avenue. Attached, Council will find a request from the Carlton County Labor Day Celebration Committee seeking approval for street closures to accommodate parade staging and parade route.

The Committee is seeking the use of Avenue B starting approximately 10:30 a.m. for parade set up and staging, closure of Cloquet Avenue from 10:45 a.m. to noon for the parade, and the use of the parking lot on the corner of 11<sup>th</sup> Street and Cloquet Avenue for vendors and food trucks.

**Policy Objectives**

N/A.

**Financial/Budget/Grant Considerations**

N/A

**Advisory Committee/Commission Action**

N/A

**Supporting Documentation Attached**

- Correspondence from C. Tuura

## Kristine St.Arnold

---

**From:** Karin Stedman  
**Sent:** Thursday, June 20, 2024 11:56 AM  
**To:** Tim Peterson; Kristine St.Arnold  
**Subject:** FW: Labor Day Parade

Karin Stedman  
City of Cloquet, Permit & Accounting Clerk  
218-879-3347

---

**From:** Chad J. Tuura <ctuura@dannysconstruction.com>  
**Sent:** Wednesday, June 19, 2024 2:42 PM  
**To:** Karin Stedman <KStedman@cloquetmn.gov>  
**Subject:** Labor Day Parade

**Caution:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear, Mayor and City Council Members

We are planning on having our annual Labor Day Celebration this year on September 2<sup>nd</sup>. We are asking for street closures from 10:30a.m. until the parade ends around 12p.m. we would also like to use the parking lot on the corner of Cloquet Ave. and 11<sup>th</sup> St. we would like to use Ave. B for line up again this year. The parade will start at 11 A.M. at 18<sup>th</sup> street and proceed to 8th street. Your support with road closures and redirecting traffic is greatly appreciated, last year was a great parade with your support. I apologize that I am unable to attend the city meeting in person, I am currently working out of town. Any Questions please feel free to contact me at 218-590-0238 or [ctuura78@yahoo.com](mailto:ctuura78@yahoo.com)

Sincerely,  
Chad Tuura  
President Carlton county labor day celebration



**Chad Tuura | Safety Representative**

Danny's Construction Company, LLC | 1066 W. 3rd Ave, PO Box 11 Shakopee, MN 55379

218.590.0238 tel | 952.445.4337 fax

[www.dannysconstruction.com](http://www.dannysconstruction.com)



**ADMINISTRATIVE OFFICES**

101 14<sup>th</sup> Street • Cloquet MN 55720  
Phone: 218-879-3347 • Fax: 218-879-6555  
email: [admin@cloquetmn.gov](mailto:admin@cloquetmn.gov)  
[www.cloquetmn.gov](http://www.cloquetmn.gov)

**REQUEST FOR COUNCIL ACTION**

---

To: Mayor and City Council  
From: Tim Peterson, City Administrator *TP*  
Date: July 16, 2024

---

**ITEM DESCRIPTION:** Queen of Peace School Color Run Request

---

**Proposed Action**

Staff recommends that the City Council move to approve the request made by Queen of Peace School to sponsor their Color Run fundraiser at Pine Valley on September 21, 2024.

**Background/Overview**

Queen of Peace School is in the process of organizing their second annual Color Run fundraiser to take place at Pine Valley on September 21<sup>st</sup>. They will be utilizing the parking lot, chalet and the trails for the run. The City does not allow food trucks on city-owned property unless it is part of a community event, therefore Queen of Peace is requesting city sponsorship so they can have food trucks in the parking lot.

**Policy Objectives**

N/A

**Financial/Budget/Grant Considerations**

Queen of Peace staff and volunteers will be taking care of set up and clean up.

**Advisory Committee/Commission Action**

None.

**Supporting Documentation Attached**

- Correspondence from Color Run organizers

## Kristine St.Arnold

---

**From:** Tim Peterson  
**Sent:** Monday, July 1, 2024 7:24 AM  
**To:** Kristine St.Arnold  
**Subject:** FW: Council/ City Sponsorship

Can you add this to the July 16 council agenda items? Thank you

Tim Peterson  
City Administrator  
City of Cloquet

---

**From:** Karin Sabyan <[ksabyan@queenofpeaceschool.org](mailto:ksabyan@queenofpeaceschool.org)>  
**Sent:** Friday, June 28, 2024 1:32 PM  
**To:** Tim Peterson <[TPeterson@cloquetmn.gov](mailto:TPeterson@cloquetmn.gov)>; [color.run@queenofpeaceschool.org](mailto:color.run@queenofpeaceschool.org)  
**Cc:** Dena Olson <[denaolson4@gmail.com](mailto:denaolson4@gmail.com)>  
**Subject:** Council/ City Sponsorship

**Caution:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tim,

Last year we hosted our first Color Run at Pine Valley and we requested sponsorship from the city so we could have a couple food trucks for the event. We are hoping to do so again this year. Below is our request for the City Council.

Queen of Peace School is organizing our 2nd annual Color Run fundraiser at Pine Valley on Saturday, September 21, 2024 with an 11:00 am start. The event will utilize the chalet, parking lot and trails at Pine Valley for the run/walk as well as to disperse color powder (non-toxic, corn starch based) as the runners pass by. We would like to have food trucks located in the parking lot. Expected attendance is approximately 300. Set-up will begin at 8am and Queen of Peace staff and volunteers will clean-up by 5pm.

We are requesting that the City of Cloquet would sponsor this event. We hope you will consider this request as it will bring many people from the surrounding areas such as: Moose Lake, Barnum, Willow River, Sturgeon Lake, and Duluth areas into the community as approximately 1/3 of our students are from those communities. We plan to advertise in both the Cloquet and Moose Lake 4th of July parades as well as using banners and radio ads on several different stations. Thank you for your consideration!

Color Run Committee: Dena Couture, Karin Sabyan, April Sprouse, Anne French

Feel free to call or email me if you have any questions!

Karin Sabyan

[ksabyan@queenofpeaceschool.org](mailto:ksabyan@queenofpeaceschool.org)/ 651-334-4729



## DEPARTMENT OF PUBLIC WORKS

101 14<sup>th</sup> Street; Cloquet, MN 55720  
Phone: (218) 879-6758 Fax: (218) 879-6555  
Street - Water - Sewer – Engineering - Park  
[www.cloquetmn.gov](http://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: July 16, 2024

---

**ITEM DESCRIPTION:** Public Works Position Appointment

---

#### **Proposed Action**

Staff recommends the City Council move to approve the probationary appointment of Bruce Bodin to the position of Part Time Parks Maintenance Worker.

#### **Background**

Public Works has a part-time position vacancy in the Parks Department. An internal posting was completed as required under the union contract and the vacancy was then advertised and posted externally. Bruce performed well through the interview process and the selection panel is recommending his probationary appointment to the position of Part Time Parks Department Maintenance Worker.

#### **Policy Objectives**

Keeping a fully staffed department is consistent with the service level directives of the City Council.

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

#### **Financial/Budget/Grant Considerations**

This position is fully funded as part of the 2024 operating budget.

#### **Advisory Committee/Commission Action**

N/A.

#### **Supporting Documents Attached**

N/A.



# CLOQUET POLICE DEPARTMENT

Derek W. Randall  
Chief of Police

101 14<sup>th</sup> STREET  
CLOQUET, MINNESOTA 55720-1799  
records@cloquetmn.gov

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

## REQUEST FOR COUNCIL ACTION

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To: Mayor and City Council  
From: Derek Randall, Chief of Police  
Reviewed By: Tim Peterson, City Administrator TCP  
Date: July 16, 2024

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**Item Description:** Authorization for Appointment of a Police Officer

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### Proposed Action

Staff recommends that the City Council approve the probationary appointment of Larry Sherk for a police officer position.

### Background/Overview

The 2024 budget includes approved funding for 24 sworn police officers who provide services to the cities of Cloquet, Scanlon, and a portion of the Fond du Lac Indian Reservation. These staffing levels are consistent with the 2014 Law Enforcement Analysis of the Cloquet Police Department by the Upper Midwest Community Policing Institute, in conjunction with the Minnesota Chiefs of Police Association's identified best practices and optimum staffing levels to provide and manage police services. The latest Novak Consulting firm's 2019 assessment of the department also supports this staffing number.

Currently, the active department staff consists of 22 sworn officers out of the established 24. We have two commanders, four patrol sergeants, two full-time detectives, an "officer in investigations" position, one School Resource Officer, and eleven patrol officers. (*We are planning for an additional departure of two sergeants and two officers in mid-August 2024.*)

The shortage of sworn personnel can create challenges in the department regarding appropriate staffing levels, budgetary issues related to shift-replacement over time, and the availability of staff to keep up with administrative duties.

In late spring 2024, we began the hiring process. The process included a pre-screening questionnaire and an oral interview with our panel, which included our Citizen's Advisory Board. After those steps, the background investigation, physical exam, psychological exam, and fitness test process were conducted on the top candidates.

Mr. Sherk is completing the required medical and psychological assessment and is recommended for employment.

After hiring, all new officers must complete three months of field training and have a one-year probationary period. In Larry's case, he will complete a modified reintegration type of field training.

To Mayor and Council  
Police Officer Hire  
July 16, 2024  
Page 2

### **Candidate Background/Bio**

Larry grew up in International Falls and graduated high school in 2007. He attended the Rainy River Community College, UW-Superior, and Hibbing Community College for Law Enforcement. After college, he started his law enforcement career in Watford City, North Dakota, on August 1, 2014. He moved to Cloquet in October 2017, where he worked for the Cloquet Police Department until July 2021. During his time, he was a patrol officer and our school resource officer. He left the Police Department to take care of his mother in International Falls after she was diagnosed with lung cancer that same month, knowing his mother needed someone to take care of her. After she passed away in October 2022, He moved back to Cloquet.

During the first year and a half of my time back in Cloquet, when he experienced a significant life event, he wanted to try something new. He worked as a General Manager for Dominos in West Duluth. After a year of management, he felt underutilized, so he started working for Essentia Health as a Security Officer in the Emergency Department. He used his law enforcement experience and tools such as de-escalating dynamic situations and working with patients in mental health crises. After approximately five months of working in Security, he knew he wanted to work as a Police Officer again and wanted to work in the community he lived in.

In his free time, Larry enjoys spending time with his son, Ezra, Brazilian Jiu Jitsu, frisbee golf, and time outside with my girlfriend, Emily, and her family.

### **Police Objectives**

The hiring of this position is consistent with the City Council's previous actions. Maintaining adequate staffing levels will allow the Police Department to continue providing excellent service to our community.

### **Financial/Budget/Grant Considerations**

The City has no other financial implications, as the positions are included in the 2023 budget.

### **Advisory Committee/Commission Action**

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

### **Supporting Documentation Attached**

- Police Officer job description





## City of Cloquet Job Description

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**POSITION:** Police Officer  
**DEPARTMENT:** Police  
**REPORTS TO:** Patrol Sergeant

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### **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.

### **ESSENTIAL FUNCTIONS OF THE JOB**

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.

## **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**

Associates degree with coursework in law enforcement, or related field, or equivalent combination of education and experience.

## **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.

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

Ability to operate law enforcement related equipment including firearms.

General knowledge of computers, cameras and video equipment.

Ability to type reports or use handheld recorders.

## **CERTIFICATES, LICENSES AND REGISTRATIONS**

P.O.S.T. licensed or eligible to be licensed at the time of appointment.

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 stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; and talk or hear. The employee frequently is required to sit. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee may occasionally be required to use sudden exertion to apprehend a suspect or to take control of a situation.

The employee must regularly lift and/or move up to 25 pounds, frequently lift and/or move up to 50 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 occasionally works in high precarious places, and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme heat, risk of electrical shock, and risk of radiation. The employee may occasionally be exposed to blood and airborne pathogens.

The noise level in the work environment is usually moderate.



# CLOQUET POLICE DEPARTMENT

Derek W. Randall  
Chief of Police

101 14 ST  
CLOQUET, MINNESOTA 55720  
records@cloquetmn.gov

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

## REQUEST FOR COUNCIL ACTION

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To: Mayor and City Council  
From: Derek Randall, Chief of Police  
Reviewed By: Tim Peterson, City Administrator *TRP*  
Date: July 16, 2024

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**Item Description:** Office of Traffic Safety (OTS) 2025 Safe Rides Grant

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### Proposed Action

Staff recommends the City Council move to approve the acceptance of \$2,330.27 from MN Office of Traffic Safety 2025 Safe Rides Grant.

Staff recently applied for these grant dollars as a municipal representative (police department) of the collaborative group, Driving For Safe Communities, to assist establishments with a liquor license in our community by funding their portion of each Joy Ride voucher

The Joy Ride vouchers have a \$10 transportation value that participating establishments holding a liquor-license obtain through the organization Driving For Safe Communities. Establishments are encouraged to purchase these vouchers and offer them to patrons encouraging them to not drink and drive. The goal of the JoyRide vouchers is to reduce impaired driving in our communities by offering drivers alternative transportation.

### Background/Overview

The Cloquet Police Department has been a representative of the Driving For Safe Communities collaborative group for several years as a function of our work with the Towards Zero Death Project.

One function of Driving for Safe Communities (D4SC) collaborative is to work together as a multi-disciplinary group to identify and address driving/roadway concerns in our community, as they relate to safety. Issues vary from road design; safe driving practices (hands free, seatbelt use, etc.) to reducing impaired driving.

A part of this group's work has been seeking liquor serving establishments to participate in their Joy Ride program. Historically, the D4SC has purchased half of each \$10 voucher, and asked the participating establishment to pay the other half. The vouchers have a \$10 transportation value that patrons can use with local cab services to attain rides home if they have over-consumed and cannot or should not drive home.

### Breakdown of Expenses

The \$2,330.27 of grant money received by the OTS for Safe Rides in our Cloquet/Scanlon community are being awarded in a reimbursed capacity.

To Mayor and Council  
Joy Ride  
July 16, 2024  
Page 2

**Policy Objectives**

N/A

**Financial/Budget/Grant Considerations**

The City of Cloquet would be asked to purchase 50% of the JoyRide vouchers being sought (\$2,330.27) and would be reimbursed through the 2025 OTS Safe Rides grant upon demonstrating the purchase and issuance of vouchers.

**Advisory Committee/Commission Action**

N/A

**Supporting Documentation Attached**

- 2025 Office of Traffic Safety Safe Rides Grant Agreement



<b>Minnesota Department of Public Safety (“State”)</b> Office of Traffic Safety 445 Minnesota Street Suite 1620 Saint Paul, MN 55101	<b>Grant Program:</b> 2025 OTS Safe Ride Program  <b>Grant Contract Agreement No.:</b> A-SRP25-2025-CLOQUEPD-006
<b>Grantee:</b> Cloquet Police Department 101 14th Street Cloquet, MN, 55720	<b>Grant Contract Agreement Term:</b>  <b>Effective Date:</b> 07/01/2024 <b>Expiration Date:</b> 06/30/2025
<b>Grantee’s Authorized Representative:</b> Chief Derek Randall 101 14th Street Cloquet, MN, 55720 (218) 879-1247 <a href="mailto:DRandall@cloquetmn.gov">DRandall@cloquetmn.gov</a>	<b>Grant Contract Agreement Amount:</b> Original Agreement \$ 2,330.27 Matching Requirement \$ 0.00
<b>State’s Authorized Representative:</b> Kristen Oster 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101 651-201-7077 <a href="mailto:Kristen.oster@state.mn.us">Kristen.oster@state.mn.us</a>	<b>Federal Funding:</b> CFDA/ALN: None <b>FAIN:</b> N/A <b>State Funding:</b> Chap. 68, H.F.No2887, Sec. 4 Public Safety, Subd. 5 Traffic Safety, safe ride program <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:  
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2025 OTS Safe Rides Program Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street Suite 1620, St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2025 OTS Safe Rides Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Contract Agreement No./ P.O. No. A-SRP25-2025-CLOQUEPD-006 / 3000095992

Project No.(indicate N/A if not applicable): N/A

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: DR

Print Name: Derek Randall

Title: Chief of Police

Date: 6.28.2024

Signed: [Signature]

Print Name: Roger Maki

Title: Mayor

Date: 06/29/2024

Signed: [Signature]

Print Name: Tim Peterson

Title: City Administrator

Date: 7/9/24

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

2025 OTS Safe Ride Program

Revised - EXHIBIT A

Organization: Cloquet Police Department

A-SRP25-2025-CLOQUEPD-006

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Advertising			
Posters, Print Media,	\$225.00	\$0.00	
<b>Total</b>	<b>\$225.00</b>	<b>\$0.00</b>	
Salary & Fringe			
Salary and Fringe Benefits	\$105.27	\$0.00	
<b>Total</b>	<b>\$105.27</b>	<b>\$0.00</b>	
Transportation costs			
Cost of Operation	\$2,000.00	\$0.00	
<b>Total</b>	<b>\$2,000.00</b>	<b>\$0.00</b>	
<b>Total</b>	<b>\$2,330.27</b>	<b>\$0.00</b>	





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

## REQUEST FOR COUNCIL ACTION

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To: Mayor and Cloquet City Council  
From: Holly Hansen, Community Development Director  
Reviewed By: Tim Peterson *TRP*  
Date: July 16, 2024

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**ITEM DESCRIPTION:** Purchase and Development Agreement – Woods and Water Family Dental

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### Proposed Action

The City Council is asked to approve **RESOLUTION NO. 24-47, A RESOLUTION AUTHORIZING THE PURCHASE AND DEVELOPMENT AGREEMENT RELATING TO THE SALE OF COMMERCIAL PROPERTY FROM THE CITY OF CLOQUET TO JAWZ Real Estate, LLC** for Lot 10, Block 5, Cloquet Business Park to support the pending construction of a 3,245 square foot dental facility, on the Property for Woods and Water Family Dental PLLC.

Woods & Water Family Dental will be a new business and facility in Cloquet owned by Dr. Wendy Peterson. She is proposing a 3,245 SF office with 25 parking spaces on Lot 10, Block 5 (PIN 06-617-1040) in the Cloquet Business Park. The property would be owned by JAWZ Real Estate, L.L.C. The total project cost is \$2,227,200 and Dr. Peterson has provided the City a copy of the primary financing commitment and the lender is proposing an SBA 7A loan with the first 18 months as interest only payments.

Woods & Water Family Dental will be designed to create a comfortable inviting atmosphere with quality patient care at the forefront of her focus. Creating an office that is doctor owned and operated allows her to build relationships with her patients and give them a consistent provider of care that many Minnesotans' value. The dental office will also create more health care job opportunities for Cloquet such as dental assistants, dental hygienists and several administrative team members. Dr. Peterson has also provided contractor estimates and selected who they plan to work with. Her architect is working through Site Plan Review with the City Planner and he will also be tasked working with the Building Official for building permits.

Dr. Wendy Peterson is a Minnesota native growing up in Long Prairie, MN. She grew up helping her parents with their businesses; first with their multigenerational family farm then later their convenience store. This helped develop her strong work ethic and customer service skills. She started her career in dentistry as a dental hygienist graduating from Lake Superior College in Duluth in 2006 and later went on to continue her education at the University of Kentucky College of Dentistry in Lexington, Kentucky, class of 2018. After completing dental school, she was eager to move back to her home state to practice dentistry, settling in Esko with her husband and two children. A professional interest of hers is Implant Dentistry and taking a lot of Continuing Education to improve patient outcomes. Dr. Peterson has worked in both private practice and public health in role of a dentist. She currently works in the Carlton office of Lake Superior Community Health Center (LSCHC). At LSCHC, she provides complete oral health care including preventative care, emergency care, and restorative services.

**Policy Objectives**

The 2024 Work Plan for the Cloquet EDA prioritizes the sale of land in the Cloquet Business Park for development. Specifically:

**Goal #3 – Develop the Cloquet Business Park**

*Strategy: Increase business and employment opportunities within the Cloquet Business Park while broadening the commercial/industrial sector and tax base.*

**Financial /Budget/Grant Considerations**

Staff has provided the owner with pricing per lot at the list price of \$22,900 and has also shared the city’s best offer pricing against historical sales for business projects in the Cloquet Business Park which is included within the purchase and development agreement for the potential sale of Lot 10, Block 5 (PIN 06-617-1040) in the Cloquet Business Park to JAWZ Real Estate, L.L.C. (Woods & Water Family Dental). The sale price offered by Cloquet EDA for the lot is \$20,202.48 for 1.29 acres.

**Advisory Committee/Commission Action**

At their July 9<sup>th</sup> meeting, the Planning Commission recommended the Site Plan and the sale of city property being consistent with the Comprehensive Plan for the City of Cloquet.

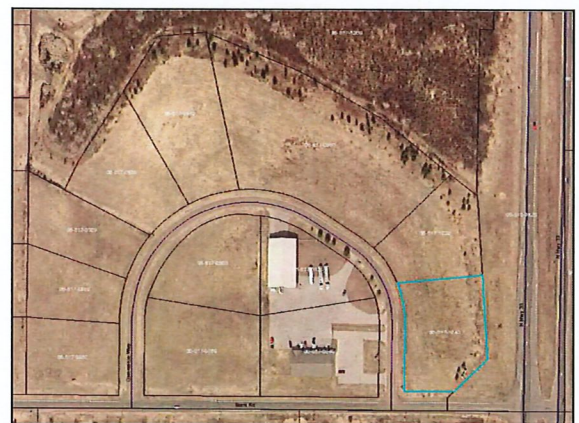
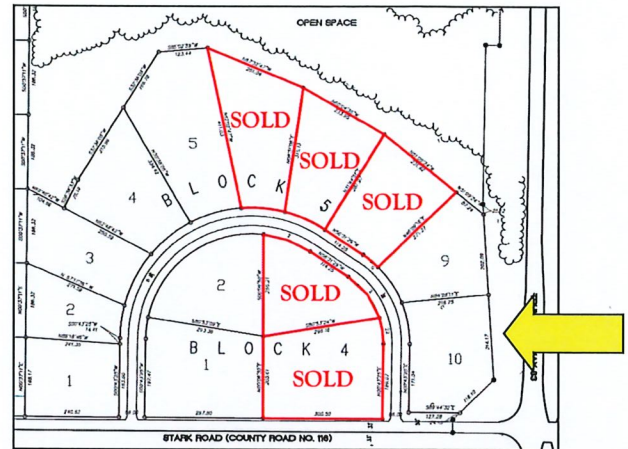
At their July 10<sup>th</sup> meeting, the Cloquet Economic Development Authority recommended approval of the Purchase and Development Agreement Relating to the Sale of Commercial Property from the City of Cloquet to JAWZ Real Estate, LLC, for Lot 10, Block 5, Cloquet Business Park to support the pending construction of a 3,245 square foot dental facility, on the Property for Woods and Water Family Dental PLLC.

**Staff Recommendation**

Staff recommends approval.

**Supporting Documents Attached**

- Resolution No. 24-47
- Purchase and Development Agreement



Lot 10, Block 5, Cloquet Business Park.

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

**RESOLUTION NO. 24-47**

**A RESOLUTION AUTHORIZING THE PURCHASE AND DEVELOPMENT  
AGREEMENT RELATING TO THE SALE OF COMMERCIAL PROPERTY FROM  
THE CITY OF CLOQUET TO JAWZ REAL ESTATE, LLC**

A. WHEREAS, the City of Cloquet, Minnesota (the "City") currently owns certain real estate located in the City, Carlton County, Minnesota, and legally described as follows (the "Property"):

<u>Legal Description</u>	<u>Property Identification Number</u>
Lot 10, Block 5, Cloquet Business Park	06-617-1040

B. WHEREAS, JAWZ Real Estate, LLC (the "Developer") desires to acquire and develop the Property; and

C. WHEREAS, the Property is proposed to be conveyed, developed and assisted, pursuant to a Purchase and Development Agreement (the "Agreement"), which has been submitted to the City Council for review and approval. In summary, JAWZ Real Estate, LLC (the "Developer") will construct a dental facility in the Cloquet Business Park, which will be leased to Woods and Water Family Dental PLLC, a Minnesota professional limited liability company.

1. The City Council hereby approves the Agreement in substantially the form submitted, and the Mayor and City Administrator are hereby authorized and directed to execute the Agreement on behalf of the City.

2. The approval hereby given to the Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Agreement. The execution of the Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Agreement in accordance with the terms hereof.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 16<sup>th</sup>  
DAY OF JULY 2024.**

\_\_\_\_\_  
Roger Maki, Mayor

Attest:

\_\_\_\_\_  
Tim Peterson, City Administrator

STATE OF MINNESOTA  
COUNTY OF CARLTON  
CITY OF CLOQUET

I, the undersigned, being the duly qualified and acting Administrator of the City of Cloquet, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to Resolution No. 24-47 Authorizing Execution of the Purchase and Development Agreement Relating to the Sale of Commercial Property from the City of Cloquet to JAWZ Real Estate, LLC. WITNESS my hand as such Administrator of the City Council of the City of Cloquet, Minnesota this 16<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
City Administrator

**PURCHASE AND DEVELOPMENT AGREEMENT**

**RELATING TO**

**THE SALE OF COMMERCIAL PROPERTY**

**FROM THE CITY OF CLOQUET TO JAWZ REAL ESTATE, LLC**

**Date:** \_\_\_\_\_, 2024 (the "Effective Date")

**THIS REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the City of Cloquet, Minnesota, a municipal corporation and political subdivision of the State of Minnesota ("Seller"), and JAWZ Real Estate, LLC, a limited liability company, organized under the laws of the State of Minnesota ("Buyer"). This Agreement sometimes refers to Seller and Buyer individually as a "Party" and collectively as the "Parties."

In consideration of the terms and conditions of this Agreement, Seller and Buyer agree as follows:

1. **Parties.** The parties to this Purchase Agreement (this "Agreement") are:
  - a. City of Cloquet, Minnesota, Attention: Holly Hansen, Community Development Director; telephone: (218) 879-2507 x4; email [hhansen@cloquetmn.gov](mailto:hhansen@cloquetmn.gov); and
  - b. JAWZ Real Estate, LLC, Attention: \_\_\_\_\_, its \_\_\_\_\_; telephone: \_\_\_\_\_ email: \_\_\_\_\_.

2. **Sale of Property.** Pursuant to the terms of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, Seller's fee simple interest in that certain real estate located in the City of Cloquet, Carlton County, Minnesota and legally described as follows (the "Property"):

<u>Legal Description</u>	<u>Property Identification Number</u>
Lot 10, Block 5, Cloquet Business Park	06-617-1040

The term "Property", as used in this Agreement, will include all hereditaments and appurtenances to the Property. The Property consists of vacant, unimproved land and no conveyance of personal property is contemplated by this Agreement. See Exhibit A for a map of the Property.

3. **Purchase Price.** The purchase price for the Property is TWENTY THOUSAND TWO HUNDRED TWO AND 48/100 DOLLARS (\$20,202.48) (the "Purchase Price").

4. **Payment Terms.** At Closing, Buyer will tender the Purchase Price to Seller in certified funds or wire transferred funds.

5. **Project.** Buyer shall construct an approximately 3,245 square foot dental facility, on the Property (the "Project"). Buyer shall lease the Project to Woods and Water Family Dental PLLC, a Minnesota professional limited liability company (the "Tenant"). Barring unavoidable delays (including, but not limited to, delay as a direct result of strikes, labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays), construction of the Project shall be complete within twelve (12) months of the Effective Date.

6. **Conveyance Terms.** At Closing, Seller will execute and deliver to Buyer a Limited Warranty Deed (the "Deed") conveying fee title to the Property to Buyer subject only to:

- a. Building, zoning and subdivision statutes, laws, ordinances and regulations;
- b. Reservations of minerals or of mineral rights in favor of the State of Minnesota, if any;
- c. The lien of real estate taxes and special assessments not yet due and payable; and
- d. A reservation of a right of reverter in favor of Seller for breach of the following condition subsequent: Within twelve (12) months of the Date of Closing (the "Reversion Date"), Buyer must complete construction of the Project in accordance with the plan submitted to and approved by the City and attached hereto as Exhibit B. Seller may, in its sole discretion, extend such period if Buyer requests such an extension no later than 60 days prior to the Reversion Date; and
- e. Any defects in the marketability of Seller's actual or record title to the Property which exist as of the Effective Date and which Seller does not elect to cure pursuant to the provisions of **Section 9** below; and
- f. The covenants, conditions, restrictions and easements set forth in the recorded or filed documents copies which to not materially affect proposed improvements.

(hereinafter, collectively, the "Permitted Encumbrances").

7. **Buyer's Inspection.** At all times prior to the Date of Closing, Buyer and its agents will have the right, upon reasonable notice to Seller, to go upon the Property to inspect the Property and perform environmental inspections, soil analysis, boundary, topographical and other surveys and any other studies and/or tests desirable for Buyer to determine that the Property will be suitable for and support the development contemplated by Buyer. Buyer agrees to indemnify and defend Seller from and to hold Seller harmless against any and all claims, causes of action or expenses, including attorneys' fees, relating to or arising from Buyer's presence on the Property prior to the Date of Closing. Buyer agrees to repair any damage to the Property caused by such inspections and to return the Property to substantially the same condition as existed prior to Buyer's inspection. Buyer agrees to promptly provide Seller with copies of any environmental or geotechnical reports along with any test results related thereto. **Buyer acknowledges that Buyer is purchasing the**

**Property in reliance on Buyer's inspection of the Property pursuant to this Section 7 and on Buyer's judgment regarding the sufficiency of such inspections. Buyer is not relying on any written or oral representations or statements that Seller has made. Subject to Buyer's right to terminate this Agreement pursuant to Section 9, Buyer is purchasing the Property in "AS IS" condition.**

8. **Evidence of Title.**

a. Seller has provided or will promptly provide to Buyer a copy of Seller's existing title insurance policy for the Property (which policy also includes other land). Within ten (10) days after the Effective Date, Buyer will obtain a commitment from a title insurance provider selected by Buyer and reasonably acceptable to Seller ("Title") to issue an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price insuring Buyer's title to the Property (the "Title Commitment").

b. Buyer may, at its option and cost, obtain a current ALTA/NSPS Land Title Survey of the Property prepared by a licensed land surveyor ("Survey" and together with the Title Commitment the "Evidence of Title").

9. **Examination of Title.** For a period of twenty (20) days after Buyer's receipt of all of the Evidence of Title, Buyer may give Seller written notice of alleged defect(s) in the marketability of Seller's actual and record title to the Property and state the curative actions Buyer requests of Seller ("Objections"). Any defects in the marketability of Seller's title to the Property which Buyer does not object to, in writing, within the time period set forth above, will be deemed Permitted Encumbrances; provided, however, Seller must satisfy all liens on the Property on or before the Date of Closing whether or not such liens are the subject of a timely Objection. Within ten (10) days after Seller's receipt of Buyer's Objections, Seller will notify Buyer, in writing, of the curative actions, if any, which Seller will undertake to address Buyer's Objections. Except for Seller's obligation to satisfy liens, Seller is not obligated to take any curative actions with respect to Buyer's Objections, but if Seller notifies Buyer that Seller will undertake one or more curative actions, Seller must use commercially reasonable efforts to complete those actions before the Date of Closing. If Seller cures Buyer's Objections on or before the Date of Closing, Seller will notify Buyer, in writing, and the Parties will close pursuant to the terms of this Agreement. Notwithstanding any provisions herein, If Seller notifies Buyer that Seller does not intend to cure Buyer's Objections or if Seller notifies Buyer that Seller intends to cure Buyer's Objections but is unable to do so before Closing, Buyer must either:

a. terminate this Agreement pursuant to the procedures set forth in **Section 18** below; or

b. notify Seller, in writing, that Buyer waives Buyer's Objections. If Buyer waives Buyer's Objections, the matters giving rise to such Objections will be deemed Permitted Encumbrances and the Parties will fully perform their obligations under this Agreement.

If Buyer does not notify Seller of Buyer's election to terminate this Agreement pursuant to subsection (a) above or waive Buyer's Objections pursuant to subsection (b) above, Buyer will be deemed to have waived Buyer's Objections pursuant to subsection (b).

10. **Buyer and Seller Contingencies.**

a. **Buyer Contingencies.** In addition to Buyer's right to terminate this Agreement pursuant to **Section 9** and **17**, Buyer's obligations under this Agreement are contingent on Buyer satisfying itself as to the following matters by the dates or within the time periods set forth in each subsection below. Failure of Buyer to give written notice of Buyer's exercise of a contingency by such date or within such time period constitutes waiver of such contingency. If Buyer gives notice of the exercise of a contingency, then the Parties will proceed pursuant to **Section 11**:

(i) Buyer's determination, on or before the date of closing, that the condition of the Property, including, but not limited to, environmental and soil conditions are acceptable to Buyer in Buyer's reasonable discretion; and

(ii) Buyer's determination, on or before the Date of Closing, that Buyer will be able to obtain financing for Buyer's acquisition and development of the Property on terms and conditions reasonably acceptable to Buyer; and

(iii) Buyer's determination, on or before the Date of Closing, that Buyer will be able to obtain any and all federal, state or local approvals or permits necessary for Tenant's intended use of the Property as a dental facility ("Permits"). As soon as reasonably possible after Buyer and Seller's execution of this Agreement, Buyer will apply to the Seller and any other appropriate governmental agencies for all Permits necessary for Buyer's intended use of the Property, and Buyer will diligently pursue the acquisition of all such Permits at Buyer's sole cost and expense.

If any of Buyer's contingencies are not satisfied within the respective time periods set forth above, Buyer may, on or before the date which is the end of the relevant contingency period, terminate this Agreement by providing Seller with written notice of such termination, as provided in **Section 18** hereof. Failure to give such notice within the time period specified above constitutes a waiver of the contingency.

b. **Seller Contingencies.** In addition to Seller's right to terminate this Agreement pursuant to **Section 17**, Seller's obligations under this Agreement are contingent on Seller satisfying itself as to the following matters by the dates of within the time period set forth in each subsection below. Failure of Seller to give written notice of exercise of the contingency as of such date constitutes waiver of such contingency. If Seller gives notice of the exercise of such contingency, the Parties will proceed pursuant to **Section 11**.

(i) On or before Date of Closing, Buyer will have provided Seller with evidence, reasonably acceptable to Seller, that Buyer has obtained financing



sufficient to acquire the Property and develop it for its intended use as a dental facility; and

(ii) On or before the Date of Closing, Buyer will have provided Seller with evidence, reasonably acceptable to Seller, that Buyer has or will be able to obtain the Permits necessary for Tenant's intended use of the Property as a dental facility.

11. **Closing.** The Parties will meet at the offices of \_\_\_\_\_ on \_\_\_\_\_, 202\_, or such later date as the Parties may establish pursuant to the provisions of **Sections 10 and Section 11** (the "Date of Closing"), at which time the closing of the purchase and sale (the "Closing") will take place, subject to the terms and conditions contained herein, including the fulfillment of the following:

a. Seller will:

(i) execute and deliver to Buyer the Deed described in **Section 6** above. The deed will include the statement "Seller certifies that Seller does not know of any wells on the described real property.";

(ii) deliver to Buyer minutes of a meeting of Seller's City Council reflecting such body's adoption of a resolution authorizing Seller's conveyance of the Property to Buyer;

(iii) execute and deliver to Buyer and Buyer's title insurer, if any, an appropriate affidavit evidencing the absence of bankruptcies, judgments, or tax liens involving parties with the same or similar names as the Seller and evidencing the absence of mechanic's liens, unrecorded interests, encroachments or boundary line questions affecting the Property;

(iv) execute and deliver to Buyer a non-foreign affidavit containing such information as is required under Section 1445(b)(2) of the Internal Revenue Code and any regulations relating thereto;

(v) pay or provide evidence of payment of the State Deed Tax due upon the execution of the conveyance;

(vi) deliver to Buyer and the Title a copy of a signed settlement statement prepared by Title and reasonably acceptable to Buyer and Seller (the "Settlement Statement");

(vii) provide Buyer with all information regarding Seller necessary for Buyer to complete and file an electronic certificate of real estate value; and

b. Buyer will:

(i) tender the Purchase Price to Seller pursuant to the provisions of **Section 4** above;

(ii) pay or provide evidence of payment of the following: the portion of Buyer's pro-rata share of real estate taxes, if any, which Seller has previously paid; all costs associated with Buyer's financing, if any, including mortgagee's title insurance policy costs and premiums, if any; the premium for Buyer's owner's policy of title insurance, if any; the fees due upon the recording the deed from Seller to Buyer; and one-half of Title's fee to conduct and insure the closing of this transaction; and

(iii) deliver to Seller and Title a signed copy of the Settlement Statement.

12. **Real Estate Taxes and Special Assessments.** The Parties will pay the real estate taxes ("Real Estate Taxes"), service charges (including service charges assessed against real property on an annual basis pursuant to Minnesota Statutes, § 429.101, as amended) ("Service Charges") and special assessments ("Special Assessments") as follows:

a. The Purchase Price includes all levied or pending Special Assessments on the Property in the current year; and

b. Buyer will pay all Real Estate Taxes, Service Charges and Special Assessments due and payable in the years following the year of Closing.

13. **Seller's Representations.** Seller represents to Buyer the following:

a. Seller is a municipal corporation duly organized and validly existing in good standing under the laws of Minnesota. Seller has the requisite power and authority to enter into and perform this Agreement and to transfer all of the Property in accordance with this Agreement and without further consent or approval.

b. There has been no labor or materials furnished to the Property at the request of Seller for which payment has not been paid.

c. There are no unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the Property.

d. To the best of Seller's actual knowledge, there are no persons in possession of any portion of the Property other than pursuant to a recorded document.

e. To the best of Seller's actual knowledge, that there are no encroachments or boundary line questions affecting the Property.

f. There is no action, litigation, governmental investigation, condemnation or administrative proceeding of any kind pending against Seller or involving any portion of the Property, and no third party has threatened Seller with commencement of any such action, litigation, investigation, condemnation or administrative proceeding.

g. Seller is not in default in the performance of any of Seller's obligations under any mortgage, contract for deed, easement agreement, covenant, condition, restriction or other instrument relating to the Property.

h. Seller has not engaged a real estate agent to represent Seller and assist in the transaction.

i. **Minnesota Required Statutory Disclosures.** As required by statute, Seller represents as follows:

(i) Seller does not know of any wells or individual sewage treatment systems, whether in use or abandoned, at the Property.

(ii) To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

(iii) If airport zoning regulations affect the Property, a copy of those airport zoning regulations as adopted can be viewed or obtained at city hall where the Property is located.

If, prior to Closing, Seller learns of facts or circumstances that render one or more of the representations set forth in this **Section 13** inaccurate in any material respect, Seller will notify Buyer of those facts or circumstances. If one or more of the representations set forth in this **Section 13** are inaccurate as of the Effective Date and Buyer discovers the inaccuracy prior to Closing, Buyer may terminate this Agreement by written notice to Seller in accordance with **Section 18**, and, if Buyer so terminates this Agreement, Seller is also liable to Buyer for any out-of-pocket costs Buyer incurred in reliance on the inaccurate representation between the date of this Agreement and the date Buyer discovers the inaccuracy. Buyer's acceptance of the Deed from Seller and payment of the Purchase Price to Seller with knowledge that one or more of the representations set forth in this **Section 13** was inaccurate as of the Effective Date constitutes Buyer's waiver and release of any claims Buyer may have against Seller based upon that representation or for the breach of any related warranty. If one or more of the representations set forth in this **Section 13** are inaccurate as of the Effective Date and Buyer does not discover the inaccuracy until after the Date of Closing, either because Seller fails to notify Buyer as required by this **Section 13** or otherwise, Buyer's sole and exclusive remedy is to give Seller written notice of the claim or potential claim within one (1) year after the actual Date of Closing and to commence an action against Seller in Carlton County District Court on or before the date eighteen (18) months after the actual date of Closing to recover from Seller any damages Buyer incurs as a result of Buyer's reliance on such misrepresentation or as a result of the breach of a related warranty. Any claim or potential claim for misrepresentation or breach of warranty, whether known to Buyer or not, is deemed waived and released unless Buyer gives Seller written notice of the claim or potential claim within one (1) year after the actual Date of Closing and commences an action based on such claim or potential claim within eighteen (18) months after the actual date of Closing.

14. **Buyer's Representations.** Buyer hereby represents to Seller as follows:

a. Buyer represents that Buyer has the full and complete authority to enter into this Agreement and to purchase the Property. The individuals executing this Agreement on behalf of Buyer have the legal authority and the legal capacity to execute this Agreement on behalf of Buyer and to bind Buyer.

b. Buyer has not engaged a real estate agent in connection with this transaction.

15. **Condemnation.** If a public or private entity with the power of eminent domain commences condemnation proceedings against all or any part of the Property, Seller will immediately notify Buyer, and Buyer may, at Buyer's sole option, terminate this Agreement pursuant to **Section 18** below. Notwithstanding the foregoing, Buyer will have no right to terminate this Agreement if the condemnation is for a right-of-way or utility and such condemnation does not materially affect Buyer's intended use of the Property. Buyer will have twenty (20) days from Buyer's receipt of Seller's notice to Buyer to exercise Buyer's termination right. If Buyer does not terminate this Agreement within said twenty (20) day period, the Parties will fully perform their obligations under this Agreement, with no reduction in the Purchase Price, and Seller will assign to Buyer, on the Date of Closing, all of Seller's right, title and interest in any award made or to be made in the condemnation proceedings. Seller will not designate counsel, appear or otherwise act with respect to any such condemnation proceedings without Buyer's prior written consent unless Buyer fails to respond within seven (7) days to a request for such written consent.

16. **Assignment.** Buyer may not assign Buyer's rights and obligations under this Agreement to a third party without the written consent of Seller. Seller may grant or withhold Seller's consent to an Assignment at Seller's sole discretion

17. **Default.** If either Party defaults in the performance of any of such Party's obligations under this Agreement, the non-defaulting Party may, after written notice to the defaulting Party, suspend performance of its obligations under this Agreement, and the rights of the non-defaulting Party are as follows:

a. **Buyer's Default.** If Buyer defaults in the obligation to close under this Agreement, Seller will have the right to either:

(i) Terminate this Agreement pursuant to Minnesota Statutes, § 559.21;  
or

(ii) Commence an action in a court of competent jurisdiction seeking a judgment terminating this Agreement and awarding damages to Seller. In any such action for damages, Seller may also recover Seller's attorneys' fees and costs; and

The remedies set forth in this **Section 17(a)** are Seller's sole and exclusive remedies in the event of Buyer's default.

b. **Seller's Default.** If Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer may:

(i) terminate this Agreement pursuant to **Section 18**, below; or

(ii) initiate a civil action to compel Seller's specific performance of Seller's obligations under this Agreement provided that Buyer commences such

action within six (6) months of the date of Seller's default. In any such action for specific performance, Buyer may also recover Buyer's attorneys' fees and costs.

The remedies set forth in this **Section 17(b)** are Buyer's sole and exclusive remedies in the event of Seller's default.

18. **Termination of this Agreement.** Various sections of this Agreement allow Buyer and Seller to terminate this Agreement under certain conditions. The following procedures will govern the Parties' exercise of their termination rights:

a. A Party intending to terminate this Agreement (the "Terminating Party") will notify the non-terminating Party (the "Non-Terminating Party"), in writing, of the Terminating Party's intent to terminate this Agreement.

b. The Terminating Party's notice will recite the Section of this Agreement that authorizes the Terminating Party's termination of this Agreement and will describe the facts and circumstances which the Terminating Party asserts justify termination under the referenced Section.

c. The Terminating Party's notice of termination will be effective as of the date the Terminating Party deposits the notice of termination with the United States Postal Service, with all necessary postage paid, for delivery to the Non-Terminating Party via certified mail, return receipt requested at the address set forth in **Section 21** below. If the Terminating Party delivers a notice of termination in a different manner than described in the preceding sentence, the notice of termination will be effective as of the date the Non-Terminating Party actually receives the notice of termination. The Terminating Party will also mail a copy of the notice of termination to the Parties respective attorneys, if applicable, as provided for in **Section 21** below.

d. If the Non-Terminating Party disputes the Terminating Party's right to terminate this Agreement, the Non-Terminating Party will so notify the Terminating Party, in writing, within three (3) business days of the Non-Terminating Party's receipt of the Terminating Party's notice of termination.

e. If the Non-Terminating Party does not dispute the Terminating Party's right to terminate this Agreement, Buyer will execute and deliver to Seller a recordable quit claim deed conveying the Property to Seller.

f. If the Parties dispute the validity of an attempted termination of this Agreement, either Party may initiate a civil action in a court of competent jurisdiction to determine the status of this Agreement, and the Party that prevails in any such action will be entitled to recover the costs and reasonable attorneys' fees which such Party incurs in the action from the non-prevailing Party.

19. **Time.** Time is of the essence for all provisions of this Agreement.

20. **Survival of Terms.** The Parties' obligations under this Agreement and the representations and warranties which the Parties have recited in this Agreement will survive Closing and Seller's delivery of a deed to Buyer.

21. **Notices.** Any notices required or contemplated hereunder shall be effective upon the placing thereof in the United States mails, certified mail, return receipt requested. Postage prepaid and addressed to the other party at the addresses set forth below. Copies of such notices shall be sent to the Parties respective attorneys at the addresses set forth below:

Buyer: JAWZ Real Estate, LLC  
[ ]  
[ ]  
[ ]  
Attn: [ ]

Seller: City of Cloquet  
101 14<sup>th</sup> Street  
Cloquet, MN 55720

Attorney for Seller: Taft Stettinius & Hollister LLP  
2200 IDS Center  
80 South 8<sup>th</sup> Street  
Minneapolis, Minnesota 55402  
Attention: Mary Ippel  
Phone: (612) 977-8058  
Fax: (612) 977-8650  
Email: [mippel@taftlaw.com](mailto:mippel@taftlaw.com)

22. **Full Agreement.** The Parties acknowledge that this instrument and any and all attachments or exhibits hereto represents the full and complete agreement of the Parties relating to the purchase and sale of the Property and all matters related to the purchase and sale of the Property. This Agreement supersedes and replaces any prior agreements, either oral or written, and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.

23. **Governing Law.** This Agreement has been made under the laws of the State of Minnesota and such laws will control its interpretation.

24. **Offer Only.** This Agreement constitutes an offer to sell only until executed by both Parties and such offer will be deemed withdrawn unless accepted by Buyer by executing this Agreement within ten (10) days of receipt thereof.

25. **Confidentiality.** Prior to the Date of Closing, the Parties to this Agreement will protect and keep confidential this Agreement and all non-public information disclosed to each other, whether or not it is marked or identified as "Confidential Information."

26. **Calendar**. In the event that any contingency date or the Date of Closing falls on Saturday, Sunday or legal holiday, the date will be considered to be on the next business day immediately following such date.

*(Signatures appear on following pages)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

Dated: \_\_\_\_\_

**SELLER:**

**CITY OF CLOQUET**

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

**Signature Page to Purchase Agreement (Seller)**



Dated: \_\_\_\_\_

**BUYER:**

**JAWZ REAL ESTATE, LLC**

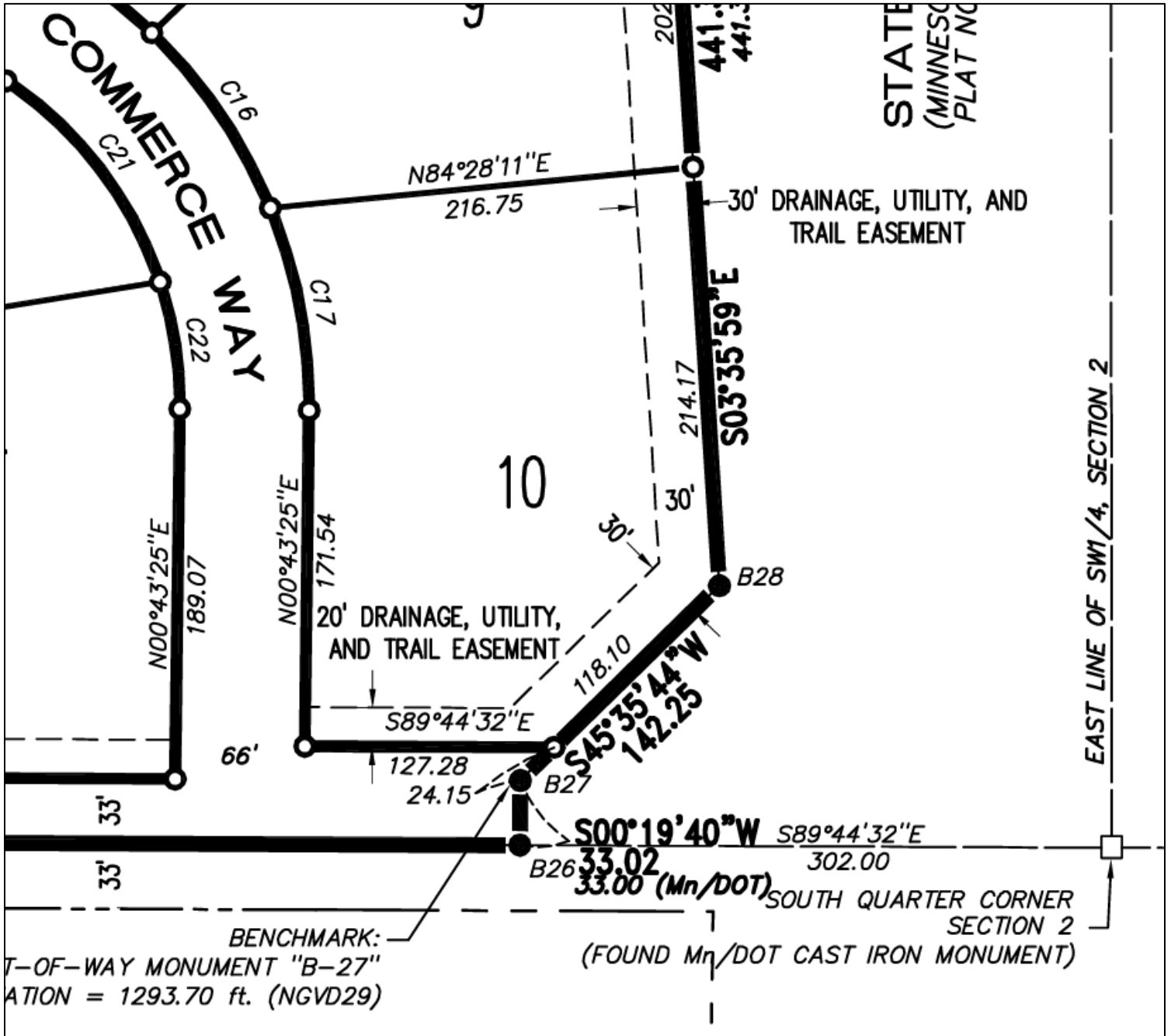
By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

**Signature Page to Purchase Agreement (Buyer)**

EXHIBIT A

MAP OF THE PROPERTY



**EXHIBIT B**

COUNCIL APPROVED SITE PLAN OF THE PROJECT ON THE PROPERTY



## REQUEST FOR COUNCIL ACTION

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To: Mayor and City Council  
From: John Kelley, City Planner/Zoning Administrator  
Reviewed/Approved By: Tim Peterson, City Administrator *TLP*  
Date: July 16, 2024

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**ITEM DESCRIPTION:** Zoning Case 24-13: Site Plan for Woods and Water Family Dental PLLC, a Minnesota professional limited liability company located west of Highway 33 and north of Stark Road

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### Proposed Action

The Planning Commission recommends the City Council move to adopt **RESOLUTION NO. 24-48, A RESOLUTION APPROVING THE SITE PLAN IN THE OM – OFFICE/MANUFACTURING DISTRICT FOR WOODS AND WATER FAMILY DENTAL PLLC, A MINNESOTA PROFESSIONAL LIMITED LIABILITY COMPANY.**

### Background/Overview

Woods and Water Family Dental PLLC, a Minnesota professional limited liability company, has submitted a Site Plan application. The site is located on Lot 10, Block 5, Cloquet Business Park.

The Site Plan is for Woods and Water Family Dental PLLC, a Minnesota professional limited liability company with associated parking, landscaping, grading and drainage and building location.

### Site Plan

Attached, the Commission will find the following plans for this development:

- Site Plan
- Grading and Utility Plan
- Landscape Plan
- Lighting Plan
- Building Elevations
- Floor Plan
- Rendering

### **Stormwater Management:** (Section 18.6)

1. A City issued grading permit is not required for this work based on 30,000 disturbed area shown on the plan.

2. MnDOT may require a drainage discharge permit to route stormwater directly from the parking lot to the ditch along TH33. Please confirm with MnDOT and provide correspondence on the outcome of this discussion.

### **Impervious Surface:** (Section 17.6.11, Subd. 5. E and F)

The zoning district allows the maximum building coverage to be 40% with a maximum impervious surface coverage of 70%. The building coverage is approximately 5.8% and the total impervious surface coverage is approximately 22%.

To the Mayor and City Council  
Site Plan Review Woods and Water  
Family Dental PLLC  
July 16, 2024  
Page 2

**Building Setbacks:** (Section 17.6.11, Subd. 5. B)

The ordinance requires that the minimum front setback from front and corner parcel lines be 35 feet, the minimum side yard setback be 20 feet and the minimum rear yard setback be 30 feet. The proposed building location meets the front, side requirements and rear yard setback requirements.

**Landscaping:** (Section 17.5.04 Subd. 5.)

The landscape plan shows 19 overstory plantings plus understory trees and shrubs, the site is required to have 19 overstory plantings a minimum of 2.5 inches in diameter in addition to understory trees and shrubs.

**Parking:** (Section 17.5.11 Subd. 6.)

The site is required to have 17 parking spaces based on 1 parking stall per every 200 sq. ft. of clinic floor area. The site plan shows 25 parking spaces.

**Trash Storage:** (Section 17.5.15 Subd. 7. A (7))

The trash storage area is shown on the site plan as an exterior enclosure. The trash storage/enclosure area will need to comply with the design standards in Section 17.5.15 Subd. 6. E.

**Signage:** (Section 17.5.13 Subd. 14.)

There is signage proposed on the building and on the site as shown on the site plan. All signage will need to meet Ordinance requirements and require sign permits. Any freestanding signage must meet the Ordinance requirements.

**Lighting:** (Section 17.5.12 Subd. 5. B)

The applicant has provided a photometric plan along with detail sheets for the pole mounted lights in the parking lot which display downward facing fixtures that emit footcandle readings that are compliant with City lighting standards

**Other Site Plan Items:**

The Design Standards for the Highway 33 Corridor, Architectural Standards state, "Acceptable primary exterior finish materials shall include: brick, stone, decorative concrete block, EIFS and precast concrete. Wood, high-quality metal (matte finish) or synthetic materials may be acceptable as secondary, trim or accent materials used in combination with a primary material as listed above, provided they do not exceed fifty percent (50%) of any exterior façade which is visible from a 'public way'. Exceptions will be allowed for high quality synthetic material that mimics brick, masonry, etc. Materials must be durable and properly maintained at all times."

Building elevations show the use of engineered wood siding and trim consisting of LP panel siding on the lower portion of the building and lap siding along the upper portion of the building. Additionally, stone veneer cladding will be installed along portions of all sides of the building. Staff believes that the proposed exterior design for the building meets the design standard requirements.

**Policy Objectives**

The purpose of this Site Plan Review application is to ensure that this development project is aligned with city development standards.

To the Mayor and City Council  
Site Plan Review Woods and Water  
Family Dental PLLC  
July 16, 2024  
Page 3

**Financial Impacts**

The Site Plan fees were paid.

**Advisory Committee/Commission Action**

The Planning Commission has recommended approval of the Site Plan on a 4-0 vote.

**Supporting Documents Attachments**

- Resolution No. 24-48
- Location Map
- Engineer's Memo Dated May 1, 2024
- Site Plan Maps

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

**RESOLUTION NO. 24-48**

**A RESOLUTION APPROVING A SITE PLAN IN THE OM – OFFICE/MANUFACTURING  
DISTRICT FOR WOODS AND WATER FAMILY DENTAL PLLC, A MINNESOTA  
PROFESSIONAL LIMITED LIABILITY COMPANY**

**WHEREAS**, Woods and Water Family Dental PLLC, a Minnesota professional limited liability company is proposing a Site Plan in the OM – Office/Manufacturing District for a 3,245 square foot building; and

**WHEREAS**, the property of the proposed Site Plan is located west of Highway 33 and north of Stark Road and is legally described as follows:

Lots 10, Block 5, Cloquet Business Park, Carlton County, Minnesota. And,

**WHEREAS**, the Planning Commission reviewed the staff report and recommends approval of the Site Plan.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA**, that the City Council approves Zoning Case 24-13 for a site plan for Woods and Water Family Dental PLLC, a Minnesota professional limited liability company for a 3,245 square foot building subject to the following conditions:

1. Compliance with the Assistant City Engineer’s Memo dated May 1, 2024.
2. The trash storage/enclosure area will need to comply with the design standards in Section 17.5.15 Subd. 6. E.
3. Signage shall comply with the Ordinance requirements.

**PASSED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 16TH DAY OF JULY 2024.**

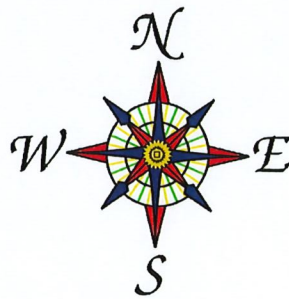
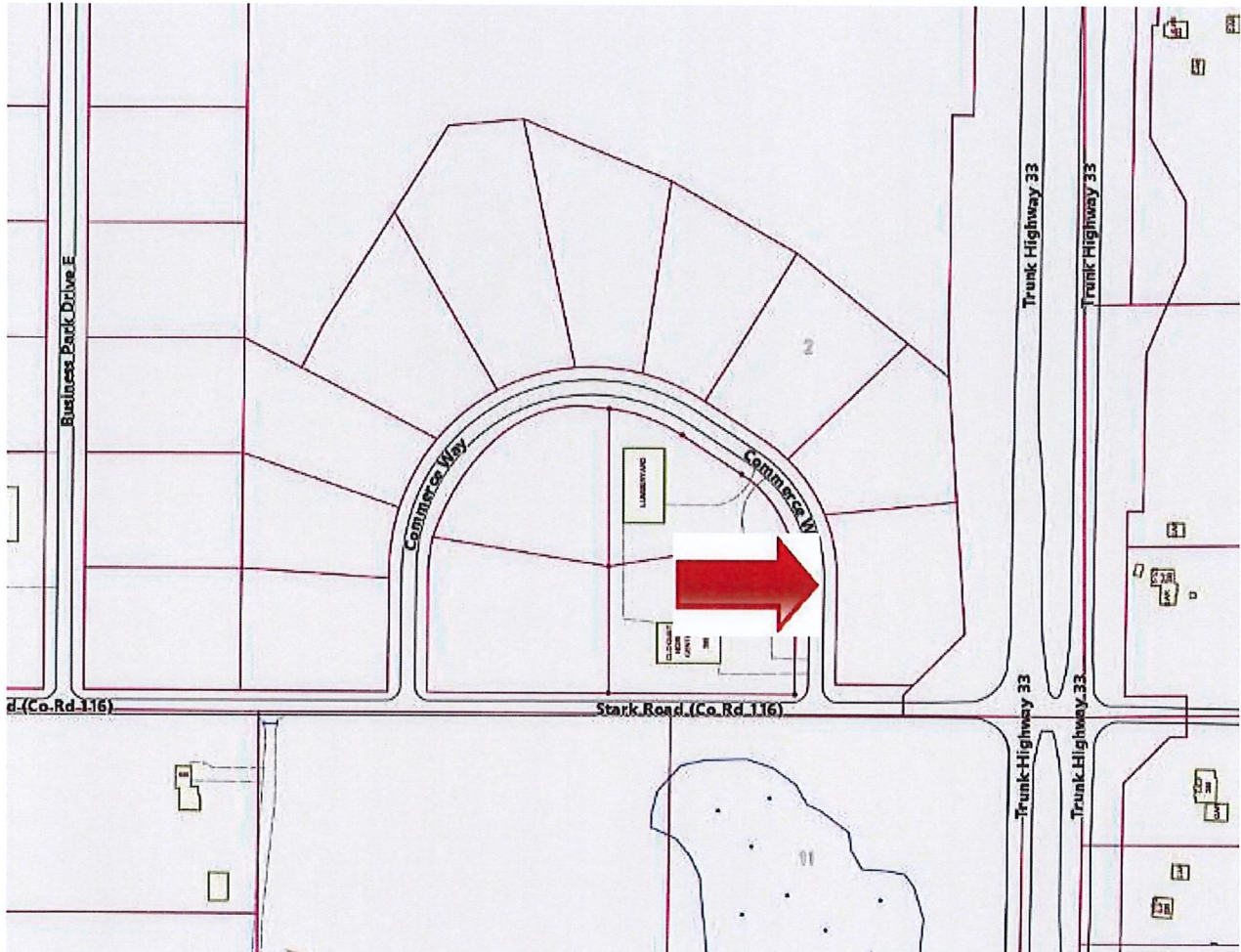
\_\_\_\_\_  
Roger Maki, Mayor

ATTEST:

\_\_\_\_\_  
Tim Peterson, City Administrator

# LOCATION MAP

Woods and Water Family Dental PLLC, a Minnesota professional liability company



No Scale





## DEPARTMENT OF PUBLIC WORKS

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

### MEMO

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To: Al Cottingham, Planner  
From: John Anderson, Assistant City Engineer  
Date: May 1, 2024

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**SUBJECT:** Woods and Water Dental Site plan review

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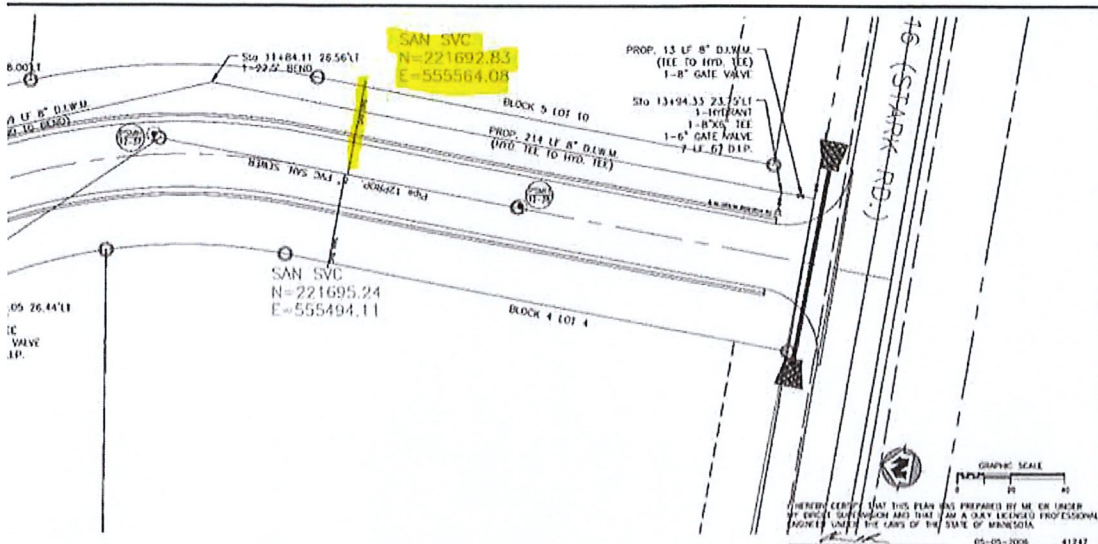
I have reviewed the plans, submitted by Foundation Architects for lot 10, Block 5 at the Cloquet Business Park. The materials submitted include a 14 sheet plan set including, site plan, exterior elevations, photometrics, floor plan, renderings, existing conditions, erosion control, grading, Utilities, and details. The following are my comments on the concept submitted.

#### **Grading Plan and Permit Application**

1. A City issued grading permit is not required for this work based on 30,000 disturbed area shown on the plan
2. MnDOT may require a drainage discharge permit to route stormwater directly from the parking lot to the ditch along TH33. Please confirm with MnDOT and provide correspondence on the outcome of this discussion.

#### **Site and Utility Improvements**

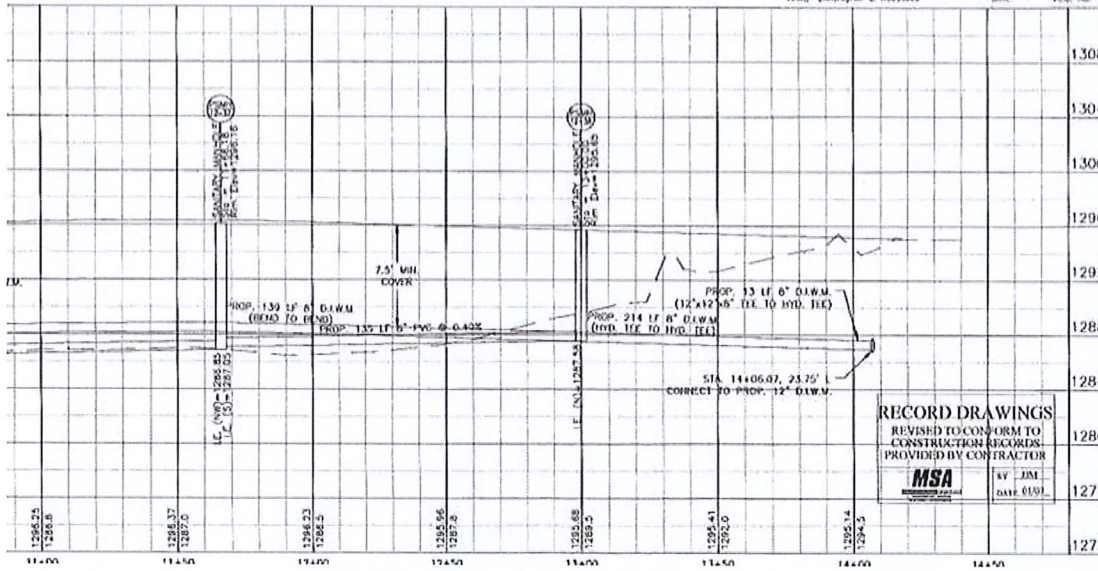
1. Sewer and water connections for the building will require permit applications and the associated fees.
2. A sewer stub should be in place and extended to the ROW for this lot (see attached). Sanitary sewer services greater than 100 feet in length require a cleanout.
3. The watermain is behind the curb and will require a tap be installed to serve the building as shown on the plans. A 2" HDPE water service (with tracer wire) would be acceptable in place of copper
4. If it is necessary to provide fire protection to the building we recommend that two water taps are made, one to provide domestic water and one to serve the fire suppression system.
5. Typically, site improvements within the Business Park are required to include concrete curbing



HEREIN CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 05-10-2009 REG. NO. 41217

NAME: Christopher J. Roemer



**RECORD DRAWINGS**  
 REVISED TO CONFORM TO  
 CONSTRUCTION RECORDS  
 PROVIDED BY CONTRACTOR

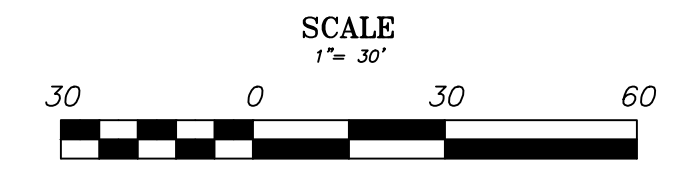
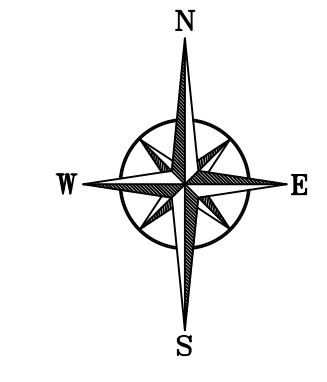
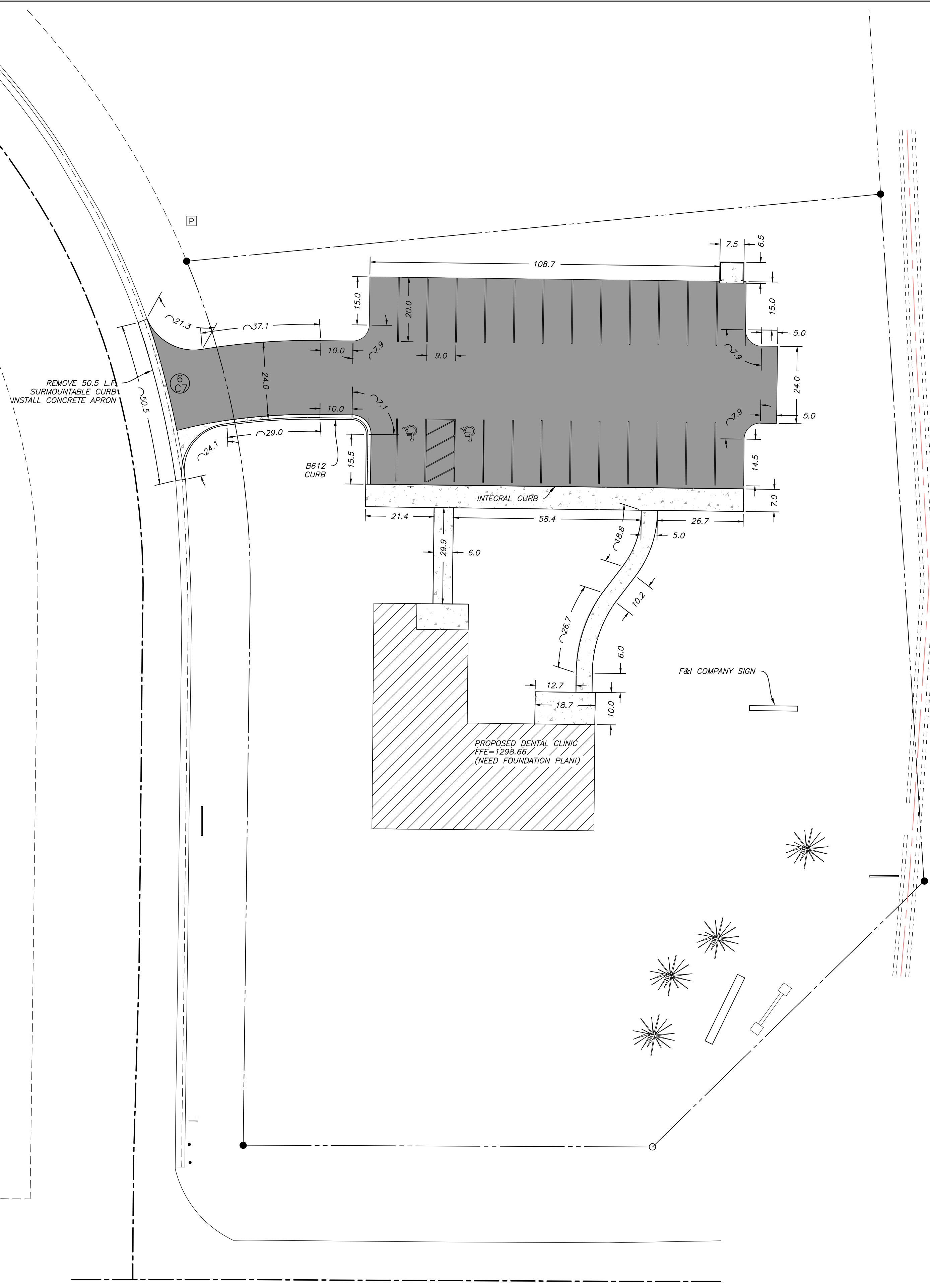
BY: JIM  
 DATE: 01/09

**MSA**  
 MINNESOTA SURVEYING & MAPPING ASSOCIATION  
 ENGINEERING & PROFESSIONAL SERVICES  
 10000 UNIVERSITY AVENUE, SUITE 200  
 CLOUDTOWN, MINNESOTA 55128

PROJECT NO. 030202  
 SHEET NO. 204  
 DATE: 05/10/09  
 DRAWN BY: JIM  
 CHECKED BY: JIM

PROJECT: COMMERCIAL UTILITY PLAN & PROFILE  
 LOCATION: BUSINESS PARK  
 COUNTY: CARLTON COUNTY, MINNESOTA

FIG. NO. 635-001  
 SHEET 22



BEARINGS ARE BASED ON NAD83(96)  
CARLTON COUNTY COORDINATE SYSTEM

### LEGEND

- EXISTING FEATURES**
- >>>>--->>>> SANITARY SEWER
  - |---|---|--- WATERMAIN
- PROPOSED PARKING SYMBOLS**
- [Symbol] PARKING STALL LAYOUT
  - [Symbol] HANDICAP PARKING STALL
  - [Symbol] HANDICAP SIGN
- PROPOSED SITE FEATURES**
- [Shaded Area] PROPOSED BITUMINOUS
  - [Dashed Line] PROPOSED CONCRETE SURFACE
  - [Hatched Area] PROPOSED BUILDING

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

**AMY I. STENSENG**  
REGISTERED PROFESSIONAL ENGINEER NO. 53149  
DATE OF CERTIFICATION: \_\_\_\_\_

## SITE PLAN

LAND SURVEYING  
UTILITY MAPPING  
UTILITY LOCATION  
3-D LASER SCANNING  
3-D MODELING

**NORTHWESTERN**  
SURVEYING & ENGINEERING, INC.  
P.O. Box 3067 - Bemidji, Minnesota - 56619

ENVIRONMENTAL INSPECTION  
CONSTRUCTION MANAGEMENT

**VOSB**  
VETERAN OWNED SMALL BUSINESS

ENGINEERING  
PIPELINE SERVICES

PREPARED FOR:

**FOUNDATION ARCHITECTS**  
THE FOUNDATION ARCHITECTS  
901 NORTH THIRD STREET  
SUITE 135  
MINNEAPOLIS, MN 55401

DRAWN BY: K.NYHUSWEN DATE: 5/22/2024  
GRADING BY: M.STANG DATE: 5/22/2024  
CHECKED BY: A.STENSENG DATE: 5/22/2024  
CAD DATA FILE: S:/4307/WOODS AND WATER DENTAL CLINIC.DWG  
SCALE: AS SHOWN  
NWSE PROJECT NO. 24301

REV#	DESCRIPTION	DATE

DRAWING NO. **C-4**  
REV. NO. **0**

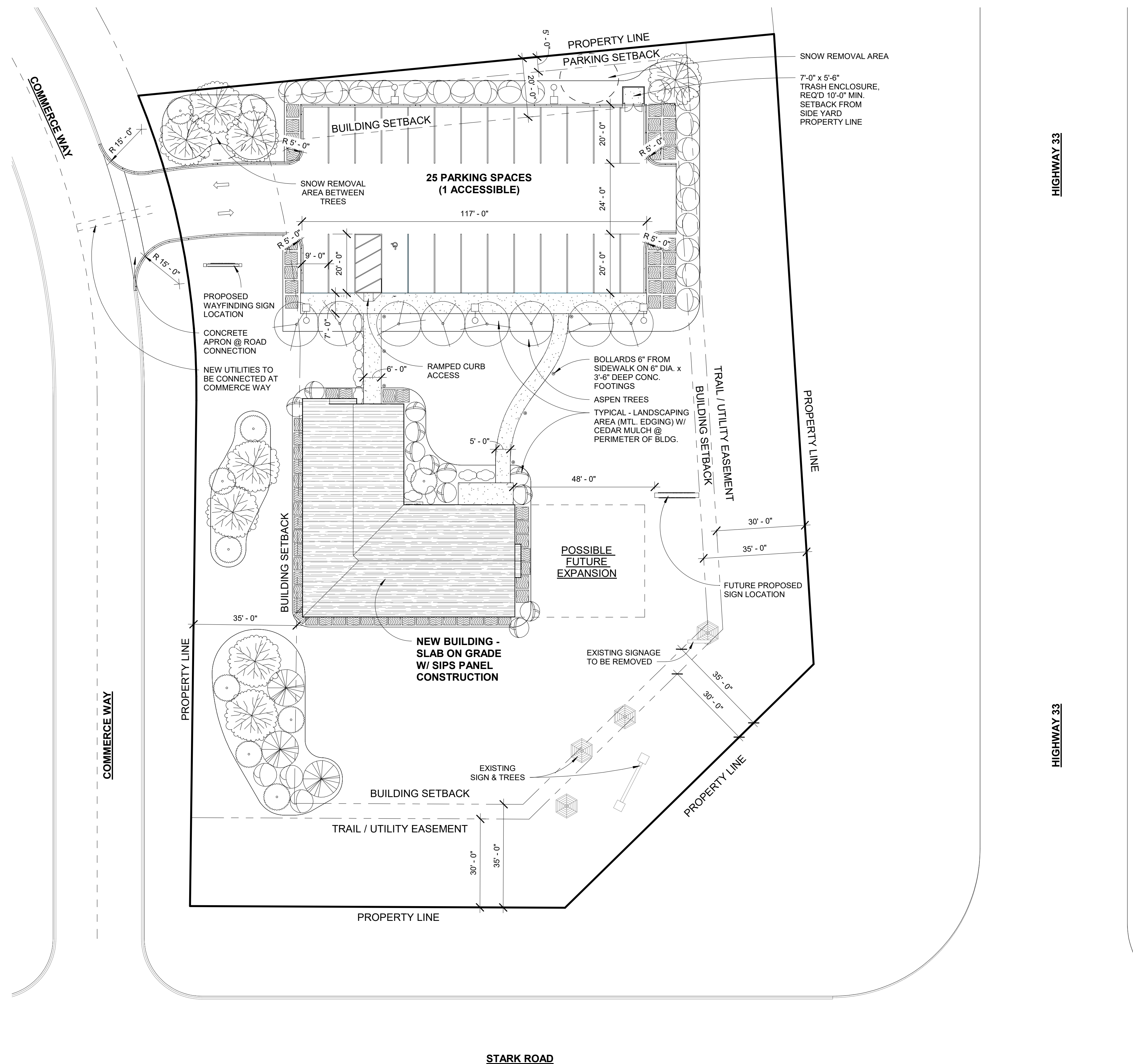




SITE LEGEND				
SYMBOL	DESCRIPTION	SIZE	CONTAINER	QTY.
	QUAKING ASPEN	2.5" CAL.	B&B	8
	RED MAPLE	2.5" CAL.	B&B	8
	PAPER BIRCH	2.5" CAL.	B&B	3
	CANADIAN YEW	2.5" CAL.	B&B	10
	AMERICAN CRANBERRY BUSH	5 GAL.	POT	24
	RED-OSIER DOGWOOD	2 GAL.	POT	12
	FEATHER REED GRASS	1 GAL.	POT	68
	WALKERS LOW CATMINT	1 GAL.	POT	10
	ADA PARKING			
	BOLLARDS W/ INTEGRATED LIGHTING			
	STANDARD PARKING LIGHTS			

**NOTE: HYDRO-SEEDED LAWN FOR NEW GRASS SEED MIX, AS PER CITY RECOMMENDATIONS. EXTENT TO BE DETERMINED.**

ZONING
ZONING: O/M
SPECIALTY: HIGHWAY 33 CORRIDOR
LOT SIZE: 56,119 SF
BUILDING SIZE (GROSS): 3,245 SF
BUILDING PERCENTAGE OF SITE: 5.8%
BUILDING SETBACKS:
FRONT LOT (4 SIDES): 35 FT
SIDE LOT (1 SIDE): 20 FT
ACCESSORY BUILDING SETBACK: 10 FT
TRASH ENCLOSURE: <50 SF
SITE PERIPHERY: 953'-9"
MINIMUM NUMBER OF OVERSTORY TREES TO BE PLANTED ON SITE (PERIPHERY / FACTOR OF 50) = 19 MIN.
OVERSTORY TREES PROVIDED = 19
TOTAL NEW TREES PROVIDED = 29
MINIMUM NUMBER OF EVERGREEN TREES TO BE PLANTED ON SITE (33% - 67% OF TOTAL TREES) = 10
EVERGREEN TREES PROVIDED = 10



1 SCHEMATIC SITE PLAN  
A1 1" = 20'-0" 0 10' 20' 40'

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the state of Minnesota

*Robert A. Shaffer*

Robert A. Shaffer  
Date 05/30/2024 Reg. No. 20803

**WOODS & WATER FAMILY DENTAL**  
CLOQUET BUSINESS PARK - LOT 10, BLOCK 5  
COMMERCE WAY  
CLOQUET, MN 55720

DR. WENDY PETERSON

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**SITE & SIGNAGE PLAN**

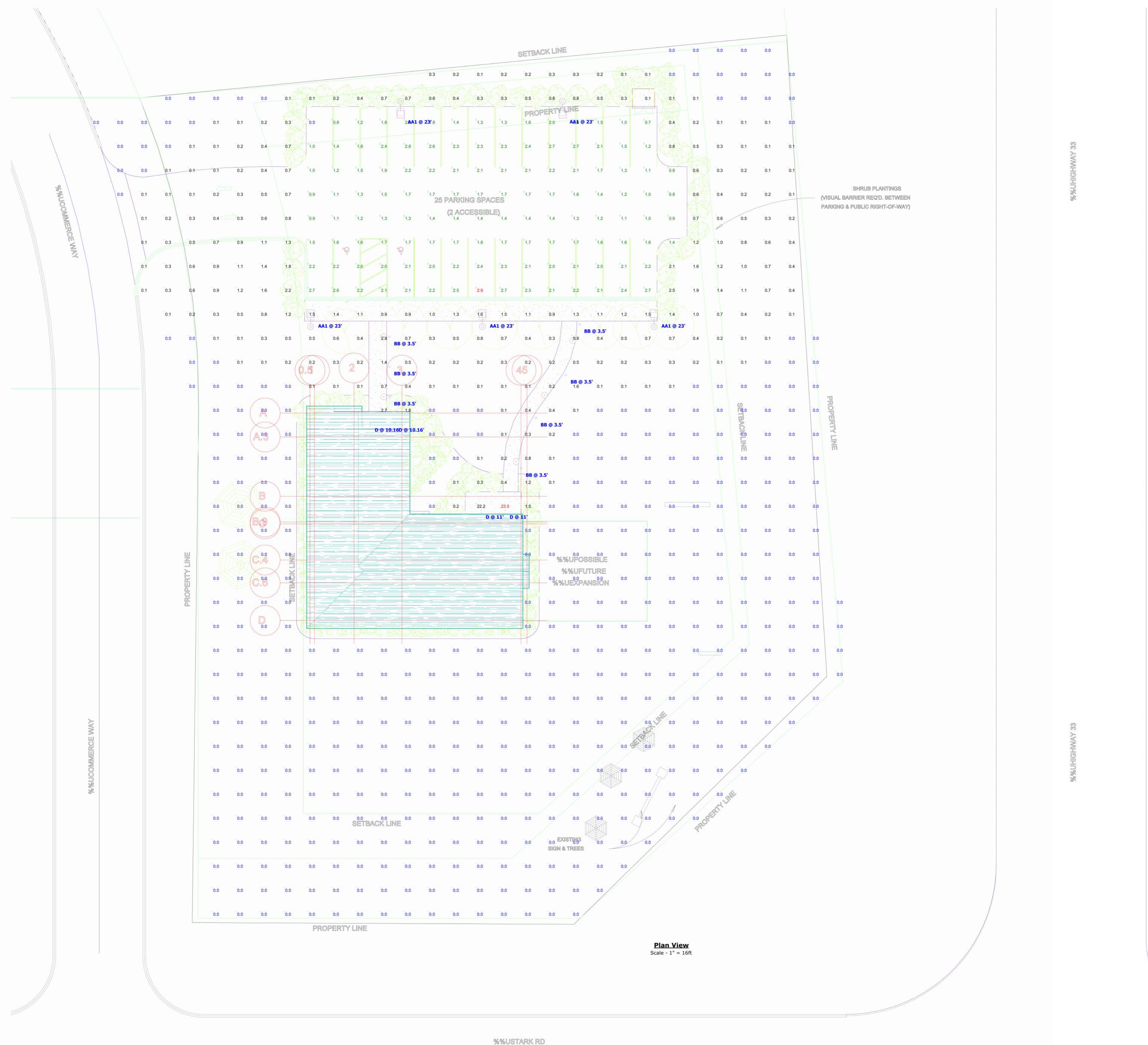
Date 07-01-2024  
Project Number 24-03

Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power
AA1	5	Lithonia Lighting	RSX1 LED P1 40K R4 HS	RSX LED Area Luminaire Size 1 P1 Lumen Package 4000K CCT Type R4 Distribution with H5 shield	1	4725	0.9	51.34	
BB	7	FC Lighting	FCB6C	FCB6C-36N02-UNV-39-4K-5L-XX-LD	1	522	0.9	30	
D	4	TROY-CSL LIGHTING INC	CSL - Acrobat 3" Fixed #A3-SNC-R-ST...-35-90-50-CL		1	1702	0.9	21.4	

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Total Area Calculated @ Grade	+	0.5 fc	23.5 fc	0.0 fc	N/A	N/A
Parking Area	X	1.7 fc	2.9 fc	0.5 fc	5.8:1	3.4:1

**Note**

- Davis and Associates, Inc does not assume responsibility for the interpretation of this calculation, or compliance to local or state lighting codes and ordinances.
- All readings/calculations are shown @ grade.
- Fixture heights "AA1" is on a 20' pole with a 3' base, "BB" mounted @ grade, "D" 9' 0" A.F.G.



Plan View  
Scale - 1" = 16ft



**FOUNDATION  
ARCHITECTS**

901 N. Third St # 135  
Minneapolis, MN 55401  
www.foundationarch.com  
612.340.5430

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Robert A. Shaffer  
Date 05/30/2024 Reg. No. 20803

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**PHOTOMETRIC  
PLAN**

Date 07-01-2024  
Project Number 24-03

**A2**



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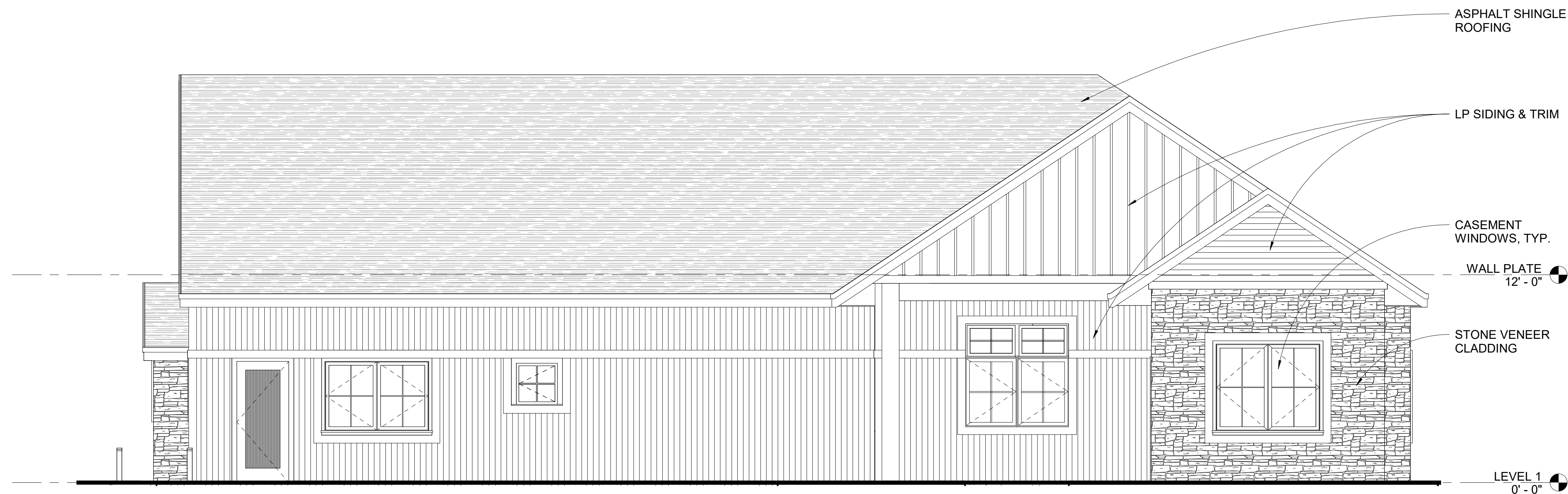
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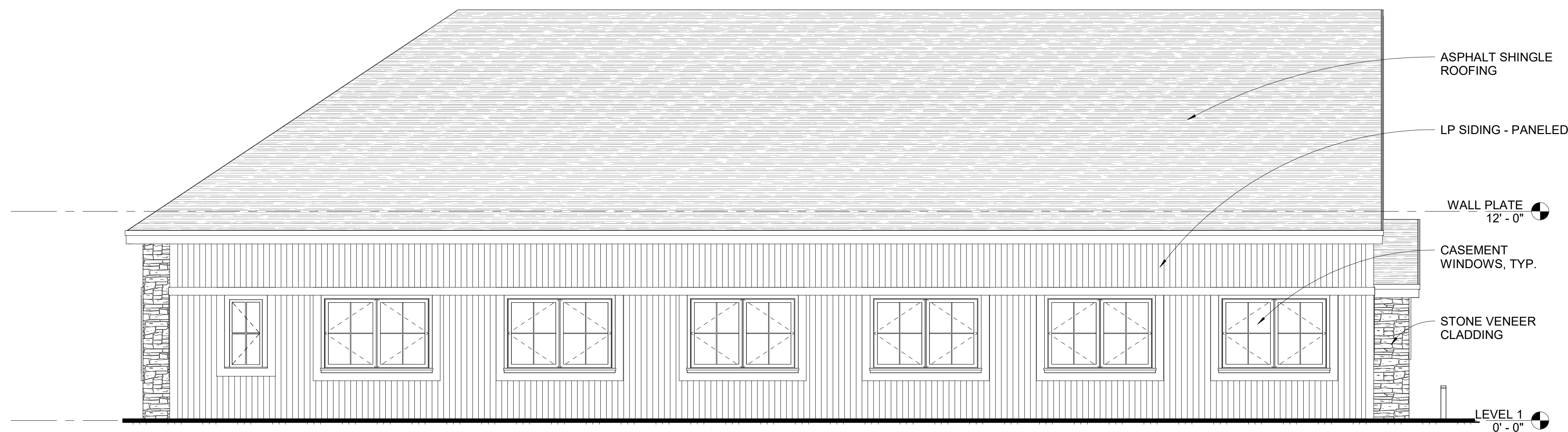
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**EXTERIOR  
ELEVATIONS**

Date 07-01-2024  
Project Number 24-03



1 SCHEMATIC ELEVATION - NORTH  
A3 1/4" = 1'-0"



2 SCHEMATIC ELEVATION - SOUTH  
A3 1/4" = 1'-0"

**A3**





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**WOODS & WATER FAMILY DENTAL**

CLOQUET BUSINESS PARK - LOT 10, BLOCK 5  
COMMERCE WAY  
CLOQUET, MN 55720

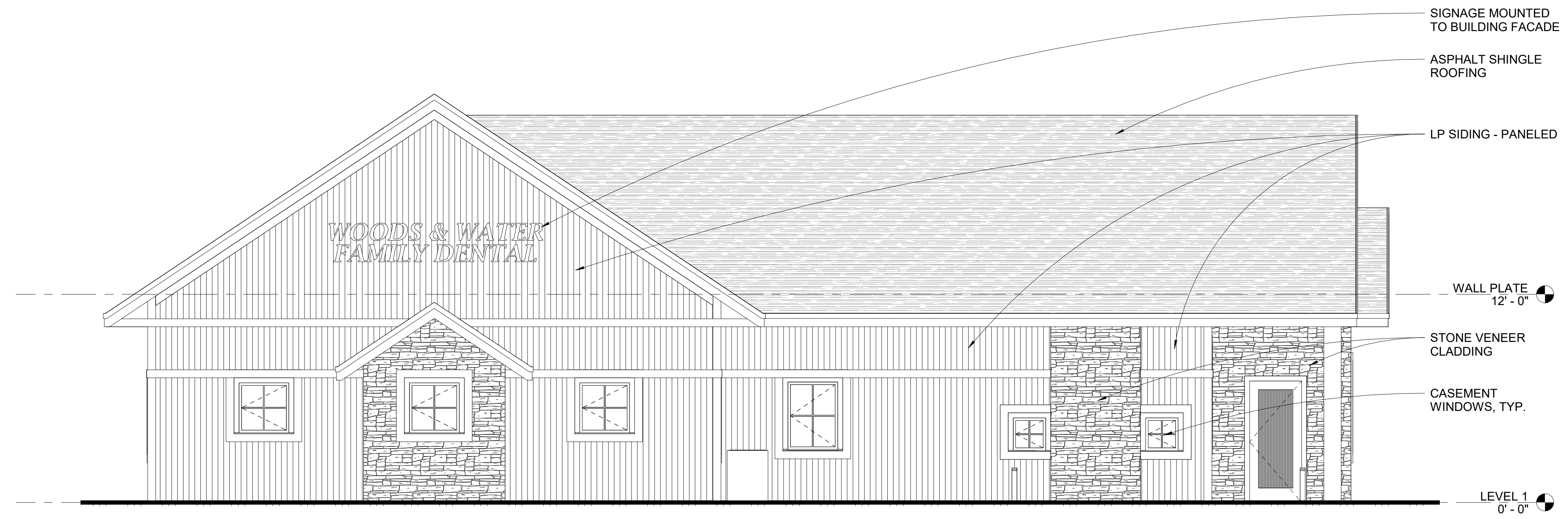
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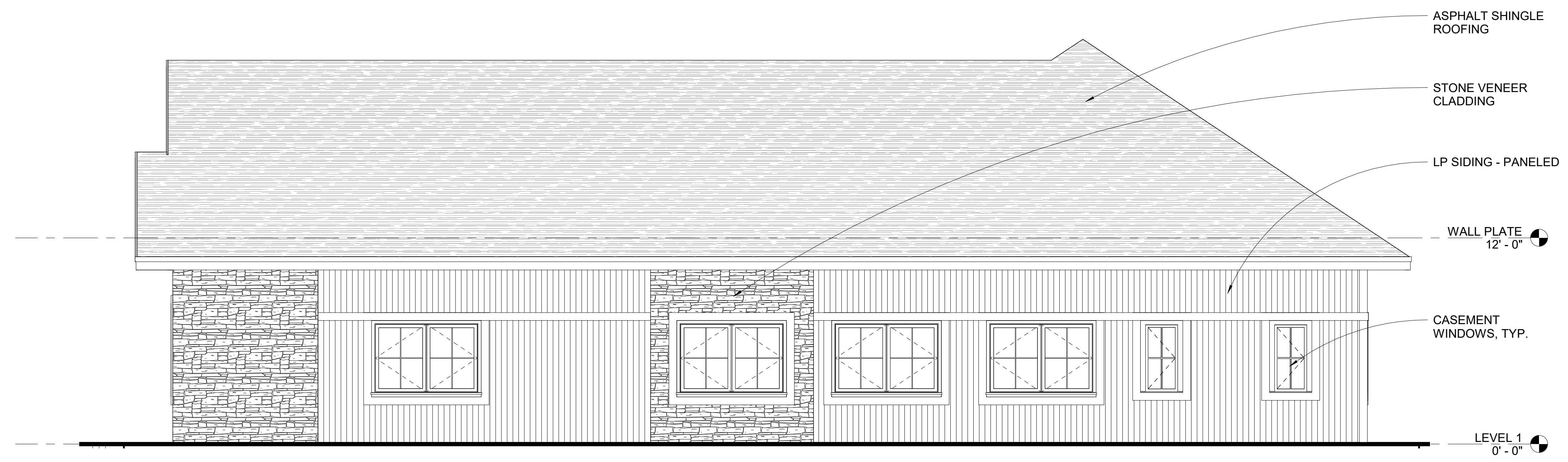
**EXTERIOR ELEVATIONS**

Date 07-01-2024  
Project Number 24-03

**A4**



1 SCHEMATIC ELEVATION - EAST  
A4 1/4" = 1'-0"



2 SCHEMATIC ELEVATION - WEST  
A4 1/4" = 1'-0"



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Robert A. Shaffer  
Date 05/30/2024 Reg. No. 20803

**WOODS & WATER FAMILY DENTAL**

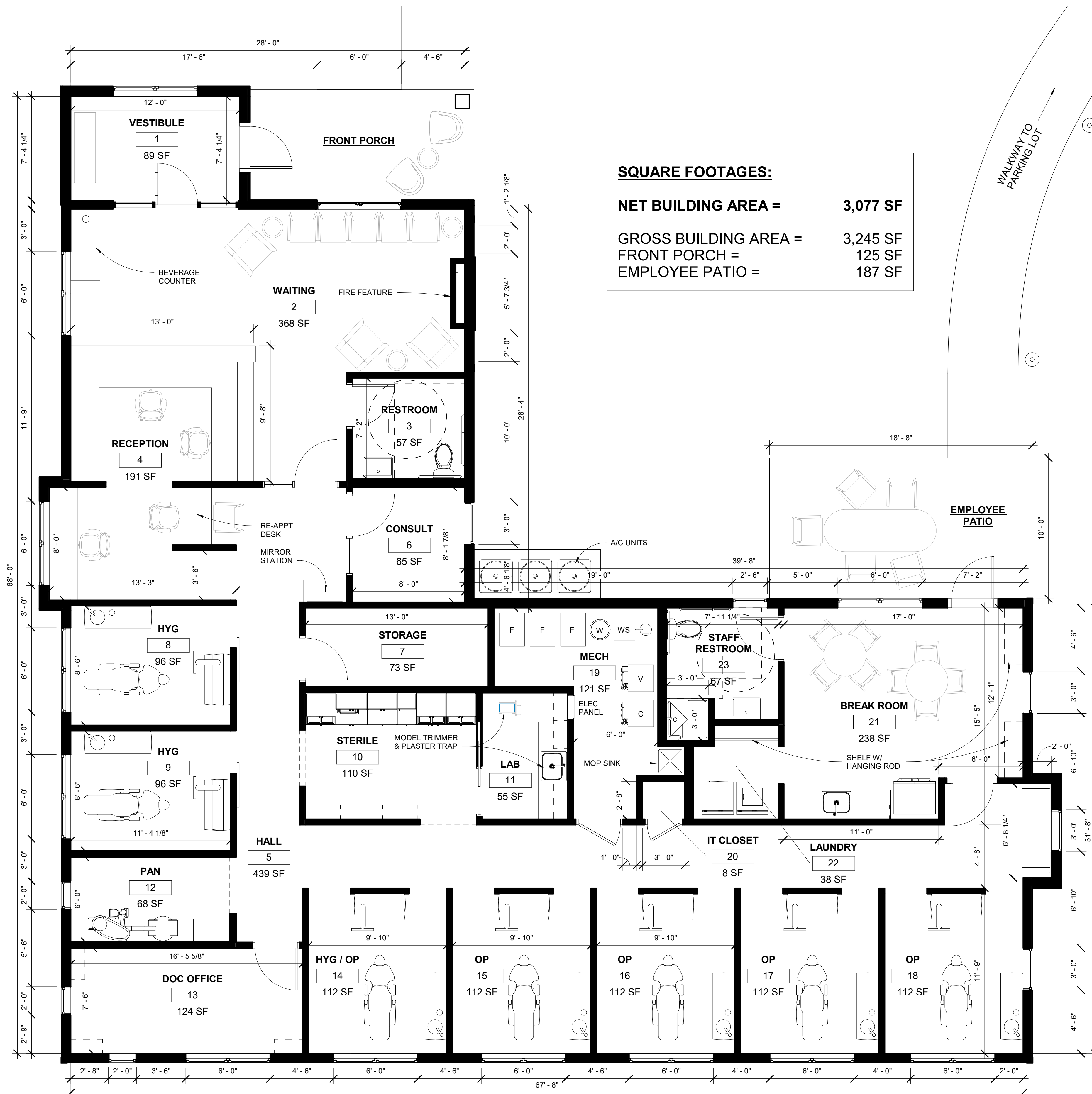
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# FLOOR PLAN

Date 07-01-2024  
Project Number 24-03



**SQUARE FOOTAGES:**

**NET BUILDING AREA = 3,077 SF**

**GROSS BUILDING AREA = 3,245 SF**

**FRONT PORCH = 125 SF**

**EMPLOYEE PATIO = 187 SF**

1 SCHEMATIC FLOOR PLAN - OPTION 2  
A5 1/4" = 1'-0"

# A5



1 RENDERING - FROM COMMERCE WAY  
A6 12" = 1'-0"



2 RENDERING - FROM HIGHWAY 33  
A6 12" = 1'-0"



3 RENDERING - FROM STARK ROAD  
A6 12" = 1'-0"



4 RENDERING - BIRDS EYE VIEW  
A6 12" = 1'-0"



**FOUNDATION**  
ARCHITECTS

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Robert A. Shaffer  
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**RENDERED VIEWS**

Date 07-01-2024  
Project Number 24-03

**A6**