



CITY OF CLOQUET

City Council Agenda
Tuesday, September 3, 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 September 3, 2024 Council Agenda
4. **Approval of Council Minutes**
 - a. Regular Council Minutes from the August 20, 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. 24-57, Authorizing the Payment of Bills and Payroll
7. **Public Hearings**
 - a. Ordinance to Adopt the International Property Maintenance Code and Minor Modifications to Chapter 10 of Cloquet City Code
 - First Reading – Ordinance 513A
8. **Presentations**
 - a. 2025-2028 Budget Review



CITY OF CLOQUET

**City Council Agenda
Tuesday, September 3, 2024
City Hall Council Chambers**

9. Council Business

- a. Appoint HRA Board Members – K. Randall, L. Snyder
- b. Teamsters Local Union No. 320 Labor Agreement
- c. West End Celebration – Street Closure Application

10. Council Comments, Announcements, and Updates

- a. End of Summer Hours

11. Adjournment

Cloquet City Hall Council Chambers
6:00 P.M. August 20, 2024

Roll Call

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

Councilors Absent: Carlson, Kolodge

Pledge of Allegiance

AGENDA

MOTION: Councilor Lamb moved and Councilor Keller seconded the motion to approve the August 20, 2024 agenda as presented. The motion carried unanimously (5-0).

MINUTES

MOTION: Councilor Wilkinson moved and Wilkinson Councilor Jaakola seconded the motion to approve the Regular Meeting minutes of July 16, 2024 as presented. The motion carried unanimously (5-0).

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

MOTION: Councilor Lamb moved and Councilor Jaakola seconded the motion to adopt the Consent Agenda of August 20, 2024, approving the necessary motions and resolutions. The motion carried unanimously (5-0).

- a. Resolution No. 24-53, Authorizing the Payment of Bills and Payroll
- b. Resolution No. 24-51, Approving Application for Exempt Permit to Conduct a Raffle Event at Queen of Peace Parish
- c. Approve Powerhouse Bar On-Sale Liquor Sales at Northwoods Arena

PUBLIC HEARINGS

There were none.

PRESENTATIONS

- a. 2023 Audit Presentation

Rob Ganschow from Wipfli presented the City's 2023 Audit. Ganschow noted an unmodified opinion on the financial statements, with the only significant deficiency being the financial state preparation being completed by Wipfli. Ganschow reviewed the City's governmental fund results including a net increase in fund balance of approximately \$1.2 million. Ganschow also reviewed the City's proprietary funds including a net increase in net position of approximately \$1.3 million.

Ganschow reviewed the governmental fund balances and proprietary fund balances, both of which are within the guidelines that the City's financial policies state.

APPROVE PATROL SERGEANT PROMOTION – T. KALDOR

MOTION: Councilor Lamb moved and Councilor Keller seconded the motion to approve the appointment of Trevor Kaldor to the position of Patrol Sergeant. The motion carried unanimously (5-0).

AMENDING RESOLUTION NO. 24-43, CONDITIONAL USE PERMIT FOR J. KUKLIS

MOTION: Councilor Wilkinson moved and Councilor Jaakola seconded the motion to adopt **RESOLUTION NO. 24-54, A RESOLUTION AMENDING RESOLUTION NO 24-43, APPROVING THE CONDITIONAL USE PERMIT FOR JAMES KUKLIS, FOR 2 TWO-FAMILY DWELLINGS IN THE R1 – SINGLE-FAMILY RESIDENCE DISTRICT.** The motion carried unanimously (5-0).

WHEREAS, Resolution No. 24-43, adopted by City Council on June 18, 2024, copy attached, contained a typographical error in the approval date granting a Conditional Use Permit for 2 - two-family dwellings in the R1 – Single-Family Residence District; and

WHEREAS, Resolution No. 24-43 incorrectly stated the conditional use permit was passed on the 20th day of February 2024; whereas the correct date the conditional use permit was granted is June 18, 2024.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, that Resolution No. 24-43 is amended to read as follows:

PASSED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 18TH DAY OF JUNE 2024

CALLING FOR A PUBLIC HEARING ON ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE AND MINOR MODIFICATIONS TO CHAPTER 10

MOTION: Councilor Wilkinson moved and Councilor Lamb seconded the motion to approve **RESOLUTION NO. 24-56, A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND MINOR MODIFICATIONS TO CHAPTER 10 OF CLOQUET CITY CODE.** The motion carried unanimously (5-0).

BE IT RESOLVED by the City Council (the "Council") of the City of Cloquet, Minnesota (the "City"), as follows:

1. **Public Hearing.** This Council shall meet on September 3, 2024, at approximately 6:00 p.m., to hold a public hearing on the following matter: the proposed adoption of the International Property Maintenance Code, by ordinance, for the purpose of increasing city enforcement tools along with minor modifications to existing Chapter 10 of Cloquet City Code.
2. **Notice of Hearing.** The City Clerk is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A.

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

Administrator Peterson stated that all went well with the Primary Election last week but there was a low voter turnout. We are expecting the General Election to be busy. Thanks to all election judges for their time and commitment.

ADJOURNMENT

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

Tim Peterson, City Administrator



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Ann Michaud, Assistant Finance Director
Reviewed by: Tim Peterson, City Administrator *TP*
Date: September 3, 2024

ITEM DESCRIPTION: Payment of Bills and Payroll

Proposed Action

Staff recommends the Council move to adopt **RESOLUTION NO. 24-57, 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. 24-57

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	\$	585,186.64
202	Federal CDBG Loan (EDA)		1,053.50
206	Revolving SCDP (EDA)		19,548.50
231	Public Works Reserve		245.94
403	Capital Projects - Revolving		295,485.62
406	City Sales Tax - Pine Valley		8,925.00
600	Water - Lake Superior Waterline		79,562.25
601	Water - In Town		73,611.34
602	Sewer Fund		38,872.63
605	Stormwater Fund		5,394.73
614	Cable Television		1,516.99
	TOTAL:	\$	1,109,403.14

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 3RD DAY OF SEPTEMBER, 2024.**

ATTEST:

Roger Maki, Mayor

Tim Peterson, City Administrator

DATE: 08/28/2024
TIME: 12:32:32
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/03/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
109400	A-1 EXCAVATING LLC	789,990.94	295,485.62
116550	AMERICAN SOLUTIONS FOR	0.00	601.15
120300	ARROWHEAD PAINT PRODUCTS	92.00	1,211.00
121050	ARROWHEAD WATER CONDITIONING	0.00	175.00
123080	B & F FASTENER SUPPLY CO	0.00	739.40
123900	BATTERIES PLUS BULBS	0.00	99.99
124480	BELKNAP PLUMBING & HEATING CO.	0.00	12,298.50
124675	BENSON ELECTRIC COMPANY	4,154.00	7,250.00
125700	BEST OIL COMPANY	89,313.11	11,872.80
134000	CARLTON COUNTY HIGHWAY DEPT	11,339.92	858.59
134300	CARLTON COUNTY RECORDER	414.00	46.00
135000	CARLTON COUNTY AUDITOR	2,074.80	16.25
137340	CHAMBERLAIN OIL CO., INC.	3,459.95	1,113.72
139025	CINTAS	2,664.64	160.06
139030	CINTAS CORPORATION	21,410.65	856.22
142925	CLOQUET SERVICE CENTER	5,152.14	742.84
147600	EXELON CORPORATION	18,335.35	1,681.16
150100	IMPERIAL DADE	6,593.33	41.16
151050	DAKOTA SUPPLY GROUP	88,700.81	8,008.48
152550	DECAIGNY EXCAVATING INC	7,644.00	1,404.00
152850	CYRS POWER EQUIPMENT	0.00	71.00
156600	DULUTH LAWN & SPORTS, INC.	15,332.69	351.26
157300	DULUTH READY MIX INC	5,847.07	3,335.20
160950	ELECTRIC PUMP, INC.	1,980.00	314.42
166625	FIRST AID CORP	2,755.14	418.37
169180	FORCE AMERICA DISTRIBUTING LLC	597.61	20.00
171100	FRYBERGER, BUCHANAN, SMITH &	196,386.12	495.00
172300	GARTNER REFRIGERATION COMPANY	37,739.74	1,486.32
175700	GRAINGER	9,977.18	509.35
175790	GRANICUS	11,441.24	1,516.99
180425	HARRIS COMPUTER SYSTEMS	0.00	18,772.77
180500	HAWKINS INC	90,557.93	4,989.00
186600	INDUSTRIAL WELDORS &	0.00	190.00
195700	KGM CONTRACTORS INC	0.00	143.65
195850	KIMINSKI PAVING INC	24,480.00	432.00
197300	KRAEMER CONSTRUCTION INC	4,847.50	535.00
197775	KWIK TRIP INC	987.73	108.51
203400	LHB, INC	0.00	3,375.00
205050	LOFFLER COMPANIES INC	843.15	13.59
211300	MENARDS INC	1,158.08	113.12
211400	MENARDS INC	9,314.73	387.50
212400	MICHAUD DIST INC	879.88	78.68
214000	MIELKE ELECTRIC WORKS	3,375.00	9,916.35
215700	MINNESOTA PETROLEUM SERVICE	5,864.48	245.50

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CITY OF CLOQUET
VENDOR SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/03/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
220500	MINNESOTA DEPARTMENT	27,276.00	8,910.00
228200	MUTUAL OF OMAHA	4,454.78	1,445.76
236450	THE NORTHSPAN GROUP, INC.	6,742.50	1,752.50
248650	THE PROJECT CENTER	1,600.63	89.90
261800	SEH	24,230.00	5,550.00
265250	SNAP ON TOOLS	566.44	1,082.77
271975	TEAMSTERS JOINT COUNCIL 32	771,501.00	110,699.00
272565	TENET CORP	1,489.42	278.75
278600	TWIN PORT MAILING	34,804.30	182.69
279100	U S BANK EQUIPMENT FINANCE	4,516.05	724.32
283700	HD SUPPLY, INC	9,698.53	301.39
285400	VIKING ELECTRIC SUPPLY	960.18	811.58
287800	WAL-MART COMMUNITY	1,799.48	284.51
287900	WAL-MART COMMUNITY	700.97	2.09
288150	WASTE MANAGEMENT NORTHERN MN	281.56	69.34
290000	WHITE CAP	0.00	245.94
293000	ZARNOTH BRUSH WORKS, INC.	1,661.20	1,698.80
R0001443	SARA'S VAC SHACK	119.94	46.95
R0002466	STEELE PROPERTIES LLC	92,650.00	92,650.00
R0002479	CORINNE PAPPAS	0.00	4,000.00
R0002480	KYLE VOLTZKE	0.00	806.99
R0002481	DARIANO GIANCOLA	0.00	806.99
TOTAL ALL VENDORS:			624,920.79

City of Cloquet
Vendor Summary Report Reconciliation
Invoices Due On/Before 9/3/2024

Bills	624,920.79
Less: CAFD	(3,680.57)
Less: Library	0.00
Bills approved	621,240.22
Other:	
Payroll	586,537.68
Payroll - benefits	<u>(98,374.76)</u>
Total Bills and Payroll Approved	<u><u>1,109,403.14</u></u>

INVOICES DUE ON/BEFORE 09/03/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00			
228200	MUTUAL OF OMAHA	4,454.78	1,445.76
271975	TEAMSTERS JOINT COUNCIL 32	771,501.00	96,929.00
			98,374.76
36	MISCELLANEOUS REVENUE		
R0002466	STEELE PROPERTIES LLC	92,650.00	92,650.00
	MISCELLANEOUS REVENUE		92,650.00
41	GENERAL GOVERNMENT		
116550	AMERICAN SOLUTIONS FOR		601.15
139030	CINTAS CORPORATION	21,410.65	34.58
150100	IMPERIAL DADE	6,593.33	20.58
171100	FRYBERGER, BUCHANAN, SMITH &	196,386.12	440.00
180425	HARRIS COMPUTER SYSTEMS		4,099.44
211300	MENARDS INC	1,158.08	56.56
212400	MICHAUD DIST INC	879.88	22.48
279100	U S BANK EQUIPMENT FINANCE	4,516.05	373.55
285400	VIKING ELECTRIC SUPPLY	960.18	405.79
R0001443	SARA'S VAC SHACK	119.94	23.48
	GENERAL GOVERNMENT		6,077.61
42	PUBLIC SAFETY		
125700	BEST OIL COMPANY	89,313.11	4,155.48
135000	CARLTON COUNTY AUDITOR	2,074.80	16.25
139030	CINTAS CORPORATION	21,410.65	56.02
142925	CLOQUET SERVICE CENTER	5,152.14	742.84
150100	IMPERIAL DADE	6,593.33	20.58
197775	KWIK TRIP INC	987.73	108.51
211300	MENARDS INC	1,158.08	56.56
212400	MICHAUD DIST INC	879.88	56.20
271975	TEAMSTERS JOINT COUNCIL 32	771,501.00	13,770.00
285400	VIKING ELECTRIC SUPPLY	960.18	405.79
287900	WAL-MART COMMUNITY	700.97	2.09
R0001443	SARA'S VAC SHACK	119.94	23.47
R0002480	KYLE VOLTZKE		806.99

DATE: 08/28/24
TIME: 12:37:38
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/03/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
42	PUBLIC SAFETY		
R0002481	DARIANO GIANCOLA		806.99
	PUBLIC SAFETY		21,027.77
43	PUBLIC WORKS		
120300	ARROWHEAD PAINT PRODUCTS	92.00	1,211.00
125700	BEST OIL COMPANY	89,313.11	1,306.01
137340	CHAMBERLAIN OIL CO., INC.	3,459.95	1,113.72
139025	CINTAS	2,664.64	37.95
139030	CINTAS CORPORATION	21,410.65	76.13
152850	CYRS POWER EQUIPMENT		71.00
157300	DULUTH READY MIX INC	5,847.07	3,335.20
166625	FIRST AID CORP	2,755.14	209.19
180425	HARRIS COMPUTER SYSTEMS		268.64
195700	KGM CONTRACTORS INC		143.65
195850	KIMINSKI PAVING INC	24,480.00	432.00
215700	MINNESOTA PETROLEUM SERVICE	5,864.48	245.50
265250	SNAP ON TOOLS	566.44	1,082.77
272565	TENET CORP	1,489.42	278.75
279100	U S BANK EQUIPMENT FINANCE	4,516.05	46.57
287800	WAL-MART COMMUNITY	1,799.48	36.14
	PUBLIC WORKS		9,894.22
45	CULTURE AND RECREATION		
121050	ARROWHEAD WATER CONDITIONING		175.00
125700	BEST OIL COMPANY	89,313.11	1,068.55
139030	CINTAS CORPORATION	21,410.65	636.92
147600	EXELON CORPORATION	18,335.35	1,681.16
156600	DULUTH LAWN & SPORTS, INC.	15,332.69	351.26
172300	GARTNER REFRIGERATION COMPANY	37,739.74	1,486.32
211400	MENARDS INC	9,314.73	287.28
248650	THE PROJECT CENTER	1,600.63	89.90
	CULTURE AND RECREATION		5,776.39
46	COMMUNITY DEVELOPMENT		
236450	THE NORTHSPAN GROUP, INC.	6,742.50	800.00

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CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/03/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
46	COMMUNITY DEVELOPMENT		
279100	U S BANK EQUIPMENT FINANCE	4,516.05	81.25
	COMMUNITY DEVELOPMENT		881.25
FEDERAL CDBG LOAN (EDA)			
46	COMMUNITY DEVELOPMENT		
134300	CARLTON COUNTY RECORDER	414.00	46.00
171100	FRYBERGER, BUCHANAN, SMITH &	196,386.12	55.00
236450	THE NORTHSPAN GROUP, INC.	6,742.50	952.50
	COMMUNITY DEVELOPMENT		1,053.50
REVOLVING SCDP (EDA)			
00			
124480	BELKNAP PLUMBING & HEATING CO.		12,298.50
124675	BENSON ELECTRIC COMPANY	4,154.00	7,250.00
			19,548.50
PUBLIC WORKS RESERVE			
45	CULTURE AND RECREATION		
290000	WHITE CAP		245.94
	CULTURE AND RECREATION		245.94
CAPITAL PROJECTS - REVOLVING			
00			
109400	A-1 EXCAVATING LLC	789,990.94	-15,551.88
			-15,551.88
81	SPECIAL PROJECTS		
109400	A-1 EXCAVATING LLC	789,990.94	311,037.50
	SPECIAL PROJECTS		311,037.50

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CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 09/03/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CITY SALES TAX PINE VALLEY			
81	SPECIAL PROJECTS		
203400	LHB, INC		3,375.00
261800	SEH	24,230.00	5,550.00
	SPECIAL PROJECTS		8,925.00
WATER - LAKE SUPERIOR WATERLIN			
50	STATION 1		
175700	GRAINGER	9,977.18	68.92
	STATION 1		68.92
51	STATION 2		
123900	BATTERIES PLUS BULBS		99.99
139025	CINTAS	2,664.64	84.17
139030	CINTAS CORPORATION	21,410.65	19.80
211400	MENARDS INC	9,314.73	100.22
214000	MIELKE ELECTRIC WORKS	3,375.00	9,916.35
288150	WASTE MANAGEMENT NORTHERN MN	281.56	69.34
	STATION 2		10,289.87
52	LAKE SUPERIOR WATERLINE		
123080	B & F FASTENER SUPPLY CO		369.70
125700	BEST OIL COMPANY	89,313.11	593.64
139030	CINTAS CORPORATION	21,410.65	3.90
151050	DAKOTA SUPPLY GROUP	88,700.81	8,008.48
186600	INDUSTRIAL WELDORS &		190.00
197300	KRAEMER CONSTRUCTION INC	4,847.50	535.00
	LAKE SUPERIOR WATERLINE		9,700.72
WATER - IN TOWN SYSTEM			
49	CLOQUET		
123080	B & F FASTENER SUPPLY CO		369.70
125700	BEST OIL COMPANY	89,313.11	712.37
139025	CINTAS	2,664.64	22.77

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CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 09/03/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - IN	TOWN SYSTEM		
49	CLOQUET		
139030	CINTAS CORPORATION	21,410.65	10.88
152550	DECAIGNY EXCAVATING INC	7,644.00	1,404.00
166625	FIRST AID CORP	2,755.14	125.51
175700	GRAINGER	9,977.18	440.43
180500	HAWKINS INC	90,557.93	4,989.00
205050	LOFFLER COMPANIES INC	843.15	13.59
220500	MINNESOTA DEPARTMENT	27,276.00	8,910.00
283700	HD SUPPLY, INC	9,698.53	210.79
287800	WAL-MART COMMUNITY	1,799.48	5.41
	CLOQUET		17,214.45
54	BILLING & COLLECTION		
180425	HARRIS COMPUTER SYSTEMS		5,952.65
278600	TWIN PORT MAILING	34,804.30	182.69
279100	U S BANK EQUIPMENT FINANCE	4,516.05	129.80
	BILLING & COLLECTION		6,265.14
57	ADMINISTRATION & GENERAL		
180425	HARRIS COMPUTER SYSTEMS		2,817.35
279100	U S BANK EQUIPMENT FINANCE	4,516.05	46.57
287800	WAL-MART COMMUNITY	1,799.48	242.96
	ADMINISTRATION & GENERAL		3,106.88
ENTERPRISE FUND - SEWER			
55	SANITARY SEWER		
125700	BEST OIL COMPANY	89,313.11	356.18
139025	CINTAS	2,664.64	15.17
139030	CINTAS CORPORATION	21,410.65	17.99
166625	FIRST AID CORP	2,755.14	83.67
283700	HD SUPPLY, INC	9,698.53	90.60
	SANITARY SEWER		563.61
56	LIFT STATIONS		

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CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/03/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ENTERPRISE FUND - SEWER			
56	LIFT STATIONS		
160950	ELECTRIC PUMP, INC.	1,980.00	314.42
	LIFT STATIONS		314.42
57	ADMINISTRATION & GENERAL		
180425	HARRIS COMPUTER SYSTEMS		2,817.35
279100	U S BANK EQUIPMENT FINANCE	4,516.05	46.58
R0002479	CORINNE PAPPAS		4,000.00
	ADMINISTRATION & GENERAL		6,863.93
STORM WATER UTILITY			
57	ADMINISTRATION & GENERAL		
169180	FORCE AMERICA DISTRIBUTING LLC	597.61	20.00
180425	HARRIS COMPUTER SYSTEMS		2,817.34
	ADMINISTRATION & GENERAL		2,837.34
59	OPERATIONS		
134000	CARLTON COUNTY HIGHWAY DEPT	11,339.92	858.59
293000	ZARNOTH BRUSH WORKS, INC.	1,661.20	1,698.80
	OPERATIONS		2,557.39
CABLE TELEVISION			
45	CULTURE AND RECREATION		
175790	GRANICUS	11,441.24	1,516.99
	CULTURE AND RECREATION		1,516.99
CLOQUET AREA FIRE DISTRICT			
42	PUBLIC SAFETY		
125700	BEST OIL COMPANY	89,313.11	3,680.57
	PUBLIC SAFETY		3,680.57
TOTAL ALL DEPARTMENTS			624,920.79



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

REQUEST FOR COUNCIL ACTION

To: City of Cloquet Economic Development Authority (EDA)
From: Holly Hansen, Community Development Director
Reviewed By: Tim Peterson, City Administrator *TPR*
Date: August 24, 2024

ITEM DESCRIPTION: **Public Hearing on Ordinance 513A—An Ordinance to adopt the International Property Maintenance Code, and minor modifications to Chapter 10 of Cloquet City Code, First Reading**

Proposed Action

Staff recommends the City Council hold the public hearing on ORDINANCE NO. 513A—An Ordinance to adopt the International Property Maintenance Code, and minor modifications to Chapter 10 of Cloquet City Code. A redline copy of all edits will be available on the table during the meeting to view detailed changes.

Background/Overview

In Cloquet, Chapter 7 of City Code addresses Public Nuisances including Junk Yards, Tree, Grass, and Weed maintenance, and nuisances affecting health, and safety. Chapter 17 of City Code is the Zoning Ordinance which contains guidance on outdoor storage of materials and vehicles.

Chapter 10 of Cloquet City Code Addresses Building and Housing Codes. Section 10.3 sets forth a Housing Code with environmental requirements to exterior property and the exterior structure related to maintenance. It also sets forth standards for housing's interior, occupancy, safety, and enforcement affording inspections and condemnation procedures for unfit human occupancy, and for dangerous structures. Some cities that have chosen to adopt the International Property Maintenance Code (IPMC) have found that Section 304 is particularly helpful, which pertains to the exterior of the structure, and has been used for citations in enforcement as the Minnesota State Building Code does not apply to existing structures. In Cloquet Chapter 10 applies to exterior structures and adopting the IPMC will have some overlap with the existing chapter but will serve as another tool in the toolbox for existing structure enforcement.

Policy Objectives



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

The purpose of the IPMC is to provide widespread property maintenance standards for all properties – residential, rental, commercial, industrial and provide ongoing amending by the International Code Council (ICC). Maintenance codes regulate and govern conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures are provided issuance of notices and collection of fees. The policy objective of a municipality adopting the IPMC increases the tools in their toolbox across departments to cite property maintenance issues seeking enforcement.

Other minor edits to Chapter 10 of Cloquet City Code correct state statutory references, remove outdated definitions / sections that no longer apply to City Code or are covered in other section of existing City Code, or reflect structural changes to state building code.

Financial/Budget/Grant Considerations

N/A

Advisory Committee Recommendation

During 2023 a variety of suggestions were reviewed with the Cloquet Economic Development Authority and City Council to improve property maintenance tools. The Council provided the direction to adopt the International Property Maintenance Code (IPMC) and review Chapter 10. Staff did so and this spring submitted this to the City Attorney's office for review which was recently returned with comments.

Supporting Documents Attached

- Ordinance 513A

ORDINANCE NO. 513A

**AN ORDINANCE AMENDING CLOQUET CITY CODE
CHAPTER 10 - BUILDING AND HOUSING
BY REPLACEMENT IN ITS ENTIRETY,
TO INCLUDE THEREIN THE ADOPTION OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE,
AND OTHER MINOR CORRECTIONS AND MODIFICATIONS**

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

- Section 1. City Code Amendment.** That the Cloquet City Code be amended by replacing in its entirety City Code Chapter 10 – Building and Housing, with the following Chapter 10 – Building and Housing, attached hereto as **Exhibit A** as amended according to the Summary of Ordinance No. 513A attached hereto as **Exhibit B**.
- Section 2. Publication of Summary of Ordinance.** That the Summary of Ordinance No. 513A attached hereto as **Exhibit B** is approved for publication as a proper summary of the amended Ordinance.
- Section 3. Effective Date.** This ordinance shall take effect and be in force from and after its passage and publication of the approved Summary in accordance with law.

Passed this ___ day of September, 2024.

CITY OF CLOQUET

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

10.1.01. Codes adopted by reference. The Minnesota State Building Codes, as adopted by the Commissioner of Labor and Industry pursuant to Minnesota Statutes Chapter 326B.101 to 326B.194, including all of the amendments, rules and regulations established, adopted and published from time to time by the Minnesota Commissioner of Labor and Industry, through the Building Codes and Standards Unit, is hereby adopted by reference with the exception of the optional chapters, unless specifically adopted in this Ordinance, as the Building Code for the City of Cloquet. The Minnesota State Building Code is hereby incorporated in this Ordinance as if fully set out herein.

10.1.02. Application, Administration and Enforcement.

- A. The application, administration and enforcement of the Code shall be in accordance with the Minnesota State Building Code. The Code shall be enforced within the extraterritorial limits permitted by Minnesota Statutes, 326B.121, Subdivision 1, when so established by this Ordinance.
- B. The Code enforcement agency of the City of Cloquet shall be the Community Development Department. The Administrative Authority shall be a Minnesota Certified "Building Official" as the term is defined by Minnesota statute 326B.133.

10.1.03. Permits and Fees.

- A. The issuance of permits and the collection of fees shall be as authorized in Minnesota statute 326B.151 subdivision 1.
- B. Building permit, plumbing permit, mechanical permit and grading permit fees shall be assessed for work governed by this Code in accordance with the fee schedule established by resolution as adopted from time to time by the City Council. In addition, a surcharge fee shall be collected on all permits issued for work governed by this Code in accordance with Minnesota Statute 326B.148.
- C. **Fee refunds.** Permit fees are generally non-refundable. However, in the event that a project for which a permit has been granted is abandoned, the holder of a permit may apply for a refund of said fees, minus a 25% administrative handling fee. A request for a refund shall be in writing, shall state the reasons for such request and project abandonment, and must be filed within 180 days of the date of permit issuance. No refund of plan check fees will be granted for any project where said plan check has already been completed. Requests for refunds must be approved by the City Council in accordance with its normal payment process.

10.1.04. Building Code Optional Chapters.

- A. The Minnesota State Building Code, established pursuant to Minnesota Statutes 326B.101 to 326B.194 allows the City to adopt by reference and enforce certain optional chapters of the most current edition of the Minnesota State Building Codes.

The following optional provisions identified in the most current edition of the State Building Code are hereby adopted and incorporated as part of the Building Code for the City of Cloquet: NONE

10.1.05. Disclaimer Clause. It is not the intention of the City of Cloquet to rely upon the City or its agents in any inspections, investigations or other activities related to the enforcement of this Ordinance. Individuals are expected to continue to exercise independent responsibility for their own protection and the protection of others. It is further not the intention of the City of Cloquet, through enactment of this Ordinance, to create any additional rights of action against the City.

10.1.06. Violations and Penalties. A violation of the Code is a misdemeanor which may be enforced according to Minnesota Statutes sections 326B.081 and 326B.082, and in accordance with the provisions of this Chapter 10.

Section 10.2: Repealed

Section 10.3: Housing Code

10.3.01 Purpose. The purpose of these code provisions regarding the regulation of housing in the City of Cloquet is to protect the public health, safety and welfare in buildings used for dwelling purposes as hereinafter provided by establishing minimum standards for basic equipment and facilities for light ventilation, space heating and sanitation, for safety from fire, for space use and location, and for safe and sanitary maintenance, for cooking equipment in all dwellings and multi-family dwellings now in existence.

Subd. 1. Matters Covered. The provisions of the Housing Code shall apply to all structures used for human habitation, which are now, or may become in the future, sub-standard with respect to structure, protection against fire hazard, equipment or maintenance, inadequate provisions for light and air, lack of proper heating, unsanitary conditions, and overcrowding, or otherwise may be deemed to constitute a menace to the safety, health or welfare of their occupants; except as provided in section 10.3.03 subdivision 4. The existence of such conditions, factors or characteristics adversely affect public safety, health and welfare and lead to the continuation, extension and aggravation of urban blight. Adequate protection of the public therefore, requires the establishment and enforcement of these minimum housing standards.

Subd. 2. Travel Trailers and Mobile Homes. All moveable units used for human habitation, and the areas, grounds or parcels on which they are located as provided in such other codes, laws or ordinances of the municipality applicable thereto, shall comply with the requirements of the Housing Code.

10.3.02 Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Subd. 1. Approved as applied to a material, device, or method of construction shall mean approved by the building official under the provisions of this code, or approved by other authority designated by law to give approval in the matter in question.

Subd. 2. Basement. A portion of the building partly underground but having less than half its clear height below average grade of the adjoining ground. (See cellars)

Subd. 3. Building Code. City ordinances as may be officially designated by the legislative body of the municipality for the regulation of construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures.

Subd. 4. Building Official. The official designated by the municipality to enforce building, zoning or similar laws and this code, or his/her duly authorized representative.

Subd. 5. Cellar. The portion of the building partly underground, having half or more than half of its clear height below the average grade of the adjoining ground.

Subd. 6. Dwellings.

1. One-family dwelling. A building containing one dwelling unit with not more than five (5) lodgers or boarders.
2. Two-family dwelling. A building containing two (2) dwelling units with not more than five (5) lodgers or boarders per family, but not more than twenty (20) individuals.
3. Multi-family apartment house. A building containing more than two (2) dwelling units.
4. Boarding house, lodging house, tourist house. A building arranged or used for lodging with or without meals, for compensation, more than five (5) and not more than twenty (20) individuals.

5. **Dormitory.** A building arranged or used for lodging six (6) but not more than twenty (20) individuals and having common toilet and bathroom facilities.
6. **Hotel.** A building arranged or used for sheltering, sleeping, or feeding for compensation of more than twenty (20) individuals.

Subd. 7. Dwelling unit. One or more rooms arranged for the use of one (1) or more individuals living together as a single house-keeping unit, with cooking, living sanitary and sleeping facilities.

Subd. 8. Enforcement Officer. The official designated herein or otherwise charged with the responsibilities of administering this code or his/her authorized representatives.

Subd. 9. Exterior Property Areas. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

Subd. 10. Extermination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food by poison spraying, fumigating, trapping, or by any other approved pest elimination methods.

Subd. 11. Family. A group of persons related by blood, marriage, or adoption within and including the degree of first cousins.

Subd. 12. Garbage. The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Subd. 13. Gross Floor Area. The total area of all habitable space in a building or structure.

Subd. 14. Habitable Room. A room, or enclosed floor space arranged for living, eating, and sleeping purposes (not including bathrooms, water closet compartment, laundries, pantries, foyers, hallways and other accessory floor spaces.)

Subd. 15. Infestation. The presence, within or contiguous to a multi-family dwelling, dwelling unit, rooming house, rooming unit, or premises, of insects, rodents, vermin or other pests.

Subd. 16. Motel. For purposes of this code a motel shall be defined the same as a hotel.

Subd. 17. Occupant. Any person over one year of age (including owner or operator) living and sleeping in a dwelling unit or having actual possession of said dwelling or rooming unit.

Subd. 18. Openable Area. That part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Subd. 19. Operator. Any person who has charge, care or control of a multi-family dwelling or rooming house, in which dwelling units or rooming units are let or offered for occupancy.

Subd. 20. Owner. The owner or owners of the freehold of the premises or lesser estate therein, a mortgagee or vendee in possessions, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation in control of a building; or their duly authorized agents.

Subd. 21. Person. An individual, firm, corporation, association or partnership.

Subd. 22. Plumbing or Plumbing Fixtures. Water heating facilities, water pipes, gas pipes, garbage and disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines, or other similar equipment, catch basins, drains, vents, or other similarly supplied fixtures, together with all connections to water, gas, sewer, or vent lines.

Subd. 23. Residence Building. A building in which sleeping accommodations or sleeping accommodations and cooking facilities as a unit are provided; except when classified as an institution under the building code.

Subd. 24. Rooming House. Any residence building, or any part thereof containing one or more rooming units, in which space is let by the owner or operator to more than five (5) persons who are not members of the family. (See dwellings -boarding houses)

Subd. 25. Rooming Unit. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping but not for cooking or eating purposes.

Subd. 26. Rubbish. Combustible and non-combustible waste materials, except garbage; and the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartoons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar material.

Subd. 27. Supplied. Installed, furnished or provided by the owner or operator.

Subd. 28. Ventilation. The process of supplying and removing air by natural or mechanical means to or from any space.

1. Mechanical: Ventilation by power driven devices.
2. Natural: Ventilation by opening to outer air through windows, skylights, doors, louvers, or stacks without wind driven devices.

Subd. 29. Workmanlike. Whenever the words “workmanlike, state of maintenance and repair” are used in this code, they shall mean that such maintenance and repair shall be made in a reasonable skillful manner.

Subd. 30. Yard. An open unoccupied space on the same lot with a building extending along the entire length of a street, or rear, or interior lot line.

Subd. 31. Whenever the words “multi-family dwelling”, “residence building”, “dwelling unit”, “rooming house”, “rooming unit”, or “premises” are used in this code they shall be construed as though they were followed by the words “or any part thereof”.

10.3.03 Applicability. Every portion of a building or premise used or intended to be used for residential purposes, except hotels and motels serving transient guests only, rest homes, convalescent homes, and nursing homes, shall comply with the provisions of this code irrespective of when such building shall have been constructed, altered, or repaired, except as hereinafter provided.

Subd. 1. Application of Building Codes and Ordinances. Any alterations to buildings, or changes of use therein, which may be caused directly or indirectly by the enforcement of this code shall be done in accordance with applicable sections of the building codes and ordinances of the municipality.

Subd. 2. Application of Zoning Law. Nothing in this code shall permit the establishment or conversion of a multi-family dwelling in any zone except where permitted by the zoning law; nor the continuation of such non-conforming use in any zone except as provided therein.

Subd. 3. Conflict with Other Ordinances. Except as provided in subdivision 4, in any case where a provision of this code is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code of this municipality existing on the effective date of this code, the provision which establishes the higher standard for the promotion and protection of the safety and health of the people shall prevail. In any case where a provision of this code is found to be in conflict with a provision of any other ordinance or code of this municipality existing on the effective date of this code, which establishes a lower standard for the promotion and protection of the safety and health of the people, the provisions of this code shall prevail, and such other ordinances or codes are hereby declared to be repealed to the extent that they may be found in conflict with this code.

Subd. 4. Existing Buildings. This code establishes minimum requirements for the initial and continued occupancy of all buildings used for human habitation and does not replace or modify requirements otherwise established for the construction, repair, alteration, or use of buildings, equipment or facilities, except as provided in this section.

Subd. 5. Existing Remedies. Nothing in this code shall be deemed to abolish or impair existing remedies of the municipality or its officers or agencies relating to the removal or demolition of any buildings which are deemed to be dangerous, unsafe or unsanitary.

10.3.04 Environmental Requirements. The provisions of this article shall govern the minimum conditions of property and buildings to be used for human occupancy. Every building or structure occupied by humans, except as exempted by section 10.3.03 subdivision 4, and the premises on which it stands shall comply with the conditions herein prescribed as they may apply thereto.

Subd. 1. Exterior property Areas. No person shall occupy as owner-occupant or let to another for occupancy any dwelling unit for the purpose of living therein or premises which does not comply with the following requirements. The building official of the municipality shall cause periodic inspections to be made of dwelling premises to secure compliance with these requirements.

- A. **Sanitation.** All exterior property areas shall be maintained in a clean and sanitary condition free from any accumulation of rubbish or garbage.
- B. **Grading and Drainage.** All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any building or structure located thereon.
- C. **Noxious Weeds.** All exterior property areas shall be kept free from species of weeds or plant growth which are noxious or detrimental to the public health.
- D. **Insect and Rodent Harborage.** Every owner of a dwelling or multi-family dwelling shall be responsible for the extermination of insects, rodents, vermin, or other pests in all exterior areas of the premises; except that the occupant shall be responsible for such extermination in the exterior areas of the premises of a single-family dwelling. Whenever infestation exists in the shared or public parts of the premises of other than a single-family dwelling, extermination shall be the responsibility of the owner.
- E. **Accessory Structures.** All accessory structures including detached garages shall be maintained structurally sound and in good repair.

Subd. 2. Exterior Structure. No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling or multi-family dwelling, dwelling unit, rooming house, rooming unit, or portion thereof for the purpose of living therein; which does not comply with the following requirements:

- A. **Foundation, Walls and Roof.** Every foundation, exterior wall, roof, and all other exterior surfaces shall be maintained in a workmanlike state of maintenance and repair and shall be kept in such condition as to exclude rodents. All exterior surfaces shall be maintained free of loose, deteriorated or decayed materials, and all exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by paint which shall not be lead-based paint or by other protective covering or treatment, which shall be maintained in a neat and attractive manner according to the prevailing standards of the neighborhood or area in which the building shall be located.
1. **Foundations.** The foundation elements shall adequately support the building at all points.
 2. **Exterior Walls.** Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain, or dampness to the interior portions of the walls or to the occupied spaces of the building.
 3. **Roofs.** The roof shall be structurally sound, tight, and have no defects which might admit rain; and roof drainage shall be adequate to prevent rain water from causing dampness in the walls or interior portion of the building.
- B. **Stairs, Porches and Railings.** Stairs and other exit facilities shall be adequate for safety and shall comply with the following subsections:
1. **Structural Safety.** Every outside stair, every porch, and every appurtenance attached thereto shall be so constructed as to be safe to use and capable of supporting the loads to which it is subjected as required by the building code and shall be kept in sound condition and good repair.
 2. **Handrails.** Where the building official deems it necessary for safety, every flight of stairs which is more than two (2) risers high shall have handrails which shall be located as required by the building code; and every porch which is more than two (2) risers high shall have handrails so located and of such design as required by the building code. Every handrail and balustrade shall be firmly fastened and shall be maintained in good condition.
- C. **Windows, Doors and Hatchways.** Every window, exterior door, and basement hatchway shall be substantially tight and shall be kept in sound condition and repair.
1. **Windows to be Glazed.** Every window sash shall be fully supplied with glass window panes or an approved substitute which are without open cracks or holes.
 2. **Windows to be Tight.** Every window sash shall be in good condition and fit reasonably tight within its frame.
 3. **Windows to be Openable.** Every window, other than a fixed window shall be capable of being easily opened and shall be held in position by window hardware.
 4. **Door Hardware.** Every exterior door, door hinge, and door latch shall be maintained in good condition.
 5. **Doors to Fit in Frame.** Every exterior door, when closed shall fit reasonably well within its frame.

6. **Window and Door Frames to Fit in Wall.** Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible and to substantially exclude wind from entering the dwelling or multi-family dwelling.
 7. **Basement Hatchways.** Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rodents, rain and surface drainage water into the dwelling or multi-family dwelling.
 8. **Exit Doors.** Every door available as an exit shall be capable of being opened from the inside, easily and without the use of a key.
- D. **Screening.** Guards and screens shall be supplied for protection against rodent's and insects in accordance with the following requirements:
1. **Guards for Basement Windows.** Every basement or cellar window which is operable shall be supplied with corrosion resistive rodent proof shields of not less than No. 22 U.S. gage perforated steel sheets, or No. 20 B&S gage aluminum or No. 16 U.S. gage expanded metal or wire mesh screens, with not more than one-half (1/2) inch mesh openings; or with other material affording equivalent protection against the entry of rodents, including storm windows.
 2. **Insect Screens.** From June 1st to October 15th of each year every door opening directly from any dwelling or multi-family dwelling to the outdoors and every window or other outside opening used for ventilation purposes shall be supplied with a screen of not less than sixteen (16) mesh per inch and every swinging screen door shall have a self-closing device in good working condition, except that no such screens shall be required for a dwelling unit on a floor above the fifth floor.

Subd. 3. Interior Structure. No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, multi-family dwelling, dwelling unit, rooming house, rooming unit, or portion thereof, for the purpose of living therein which does not comply with the following requirements.

- A. **Free from Dampness.** In every dwelling, multi-family dwelling, dwelling unit, rooming house, and rooming unit, cellars, basements and crawl spaces shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure as required by the building code.
- B. **Structural Members.** The supporting structural members of every dwelling and multi-family dwelling used for human habitation shall be maintained structurally sound; showing no evidence of deterioration which would render them incapable of carrying the imposed loads in accordance with the provisions of the building code.
- C. **Interior Stairs and Railings.** Stairs shall be provided in every dwelling, multi-family dwelling, rooming, and boarding house as required by the building code.
 1. **Maintained in Good Repair.** All interior stairs of every structure used for human habitation shall be maintained in sound condition and good repair by replacing treads and risers that evidence excessive wear or are broken, warped or loose. Every inside stair shall be so constructed and maintained as to be safe to use and capable of supporting a load as required by the provisions of the building code.

2. **Handrails.** Every stairwell and every flight of stairs which is more than two (2) risers high, shall have hand rails or railings located in accordance with the provisions of the building code. Every handrail or railing shall be firmly fastened and must be maintained in good condition. Properly balustrade railings, capable of bearing normally imposed loads as required by the building code, shall be placed on the open portions of stairs, balconies, landings and stairwells.
- D. **Bathroom Floors.** Every toilet and bathroom floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
- E. **Sanitation.** The interior of every dwelling and multi-family dwelling used for human habitation shall be maintained in a clean and sanitary condition free from any accumulation of rubbish or garbage. Rubbish, Garbage, and other refuse shall be properly kept inside temporary storage facilities as required under sections 10.3.05 Subd. 1 (D) & (E) of this Code.
- F. **Insect and Rodent Harborage.** Buildings used for human habitation shall be kept free from insect and rodent infestation, and where insects or rodents are found they shall be promptly exterminated by acceptable processes which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.
 1. **Extermination from Buildings.** Every owner of a dwelling or multi-family dwelling shall be responsible for the extermination of insects, rodents, vermin, or other pests whenever infestation exists in two (2) or more of the dwelling units or in the shared or public parts of the structure.
 2. **Extermination from Single Dwelling Units.** The occupant of a dwelling unit in a dwelling or multi-family dwelling shall be responsible for such extermination within the unit occupied by him/her whenever his/her dwelling unit is the only unit in the building that is infested.
 3. **Responsibility of Owner.** Notwithstanding the foregoing provisions, whenever infestation of rodents is caused by failure of the owner to maintain any dwelling or multi-family dwelling in a rodent-proof condition, extermination of such rodents shall be the responsibility of the owner.

10.3.05 Space and Occupancy Requirements.

Subd. 1. Basic Facilities. No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling unit for the purpose of living, sleeping, cooking, or eating, therein which does not comply with the following requirements.

- A. **Sanitary Facilities.** The following minimum sanitary facilities shall be supplied and maintained in sanitary, safe working conditions.
 1. **Water Closet.** Every dwelling unit shall contain within its walls, a room, separate from the habitable rooms, which affords privacy and which is equipped with a water closet.
 2. **Lavatory.** Every dwelling unit shall contain a lavatory, which, when a closet is required, shall be in the same room with said water closet.

3. **Bathtub or Shower.** Every dwelling unit shall contain a room which affords privacy to a person in said room and which is equipped with a bathtub or shower.
 4. **Kitchen Sink.** Every dwelling unit shall contain a kitchen sink apart from the lavatory required under section 10.3.05 Subd. 1(A)4.
- B. **Water and Sewer System.** Every kitchen sink, lavatory basin, bathtub, or shower and water closet required under the provisions of Section 10.3.05 Subd. 1 (A) shall be properly connected to either a public water and sewer system or to an approved private water and sewer system. All sinks, lavatories, bathtubs and showers shall be supplied with hot and cold running water.
1. **Water Heating Facilities.** Every dwelling unit shall be supplied with water heating facilities which are installed in an approved manner, properly maintained, and properly connected with hot water lines to the fixtures required to be supplied with hot water under this section. Water heating facilities shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory, basin, bathtub, shower, and laundry facility or other similar units, at a temperature of not less than 130 degrees Fahrenheit at any time needed.
- C. **Heating Facilities.** Every dwelling and multi-family dwelling shall have heating facilities and the owner of the heating facilities shall be required to see that they are properly installed, safely maintained, and in good working condition, and that they are capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein, to a temperature of at least an average of seventy (70) degrees Fahrenheit with an outside temperature of ten (10) degrees below zero (0). The owner shall maintain a minimum average room temperature of seventy (70) degrees Fahrenheit in all habitable rooms including bathrooms and toilet rooms when rented, at all times on the basis of ten (10) degrees below zero (0) outside.
1. **Operation of Heating Facilities and Incinerators.** Every heating or water heating facility and incinerator shall be installed and shall operate in accordance with the requirements of the building code or the air pollution control ordinances of the municipality.
- D. **Rubbish Storage.** Every dwelling, multi-family dwelling and dwelling unit shall be supplied with approved containers and covers for storage of rubbish, and the owner, operator or agent in control of such dwelling or multi-family dwelling shall be responsible for the removal of such rubbish.
- E. **Garbage Storage or Disposal Facilities.** Every dwelling, or multi-family dwelling and every dwelling unit shall be supplied with an approved garbage disposal facility; which may be an adequate mechanical garbage disposal unit (mechanical sink grinder) in each dwelling unit, or an incinerator unit, to be approved by the building official in the structure for the use of the occupants of each dwelling unit or an approved outside garbage can.

Subd. 2. Installation and Maintenance. No person shall occupy as owner-occupant, or let to another for the occupancy, any dwelling, multi-family dwelling, dwelling unit, rooming house, or rooming unit for the purpose of living, sleeping, cooking or eating therein which does not comply with the following requirements.

- A. **Facilities and Equipment.** All required equipment and all building space and parts in every dwelling and multi-family dwelling shall be constructed and maintained so as to properly and safely perform their intended function in accordance with the provisions of the building code.
1. **Maintained Clean and Sanitary.** All housing facilities shall be maintained in a clean and sanitary condition by the occupant so as not to breed insects and rodents or produce dangerous or offensive gases or odors.
- B. **Plumbing Fixtures.** In buildings and structures used for human habitation, water lines, plumbing fixtures, vents and drains shall be properly installed, connected and maintained in working order and shall be kept free from obstructions, leaks and defects and capable of performing the function for which they are designed. All repairs and installations shall be made in accordance with the provisions of the building code or plumbing code of the municipality.
- C. **Plumbing Systems.** In buildings and structures used for human habitation, every plumbing stack, waste and sewer line shall be so installed and maintained as to function properly and shall be kept free from obstructions, leaks and defects to prevent structural deterioration or health hazards. All repairs and installations shall be made in accordance with the provisions of the building code or plumbing code of the municipality.
- D. **Heating Equipment.** Every space heating, cooking, and water heating device located in a dwelling or multi-family dwelling shall be properly installed, connected and maintained and shall be capable of performing the function for which it was designed in accordance with the provisions of the building code.
- E. **Electrical Outlets and Fixtures.** Every electrical outlet and fixture as required in section 10.3.05 Subd. 4 shall be installed, maintained and connected to the source of electrical power in accordance with the provisions of the building code or electrical code of the municipality.
1. **Correction in Defective System.** Where it is found, in the opinion of the building official, that the electrical system in a building constitutes a hazard to the occupants or the building by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage or for similar reasons, he/she shall require the defects to be corrected to eliminate the hazard.

Subd. 3. Occupancy Requirements. No person shall occupy or let to another for occupancy, any dwelling unit for the purpose of living therein which does not comply with the following requirements.

- A. **Minimum Ceiling Heights.** Habitable rooms in existing building except as provided in section 10.3.03 Subdivision 4, shall have a clear ceiling height of not less than seven and one-third (7 1/3) feet, except that in attics or top half-stories the ceiling height shall be not less than seven (7) feet over not less than one-third (1/3) of the area when used for sleeping, study or similar activity. In calculating the floor area of such rooms only those portions of the floor area of the room having a clear ceiling height of five (5) feet or more may be included.
- B. **Required Space in Dwelling Units.** Every dwelling unit shall contain a minimum gross floor area of not less than one hundred fifty (150) square feet for the first occupant, and one hundred (100) square feet for each additional occupant. The floor area shall be calculated on the basis of the total area of all habitable rooms.

- C. **Required Space in Sleeping Rooms.** In every dwelling unit, every room occupied for sleeping purposes by one (1) occupant shall have a minimum gross floor area of at least seventy (70) square feet. Every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant thereof.
- D. **Access Limitation of Dwelling Unit to Commercial Uses.** No habitable room, bathroom or water closet compartment which is accessory to a dwelling unit shall open directly into or shall be used in conjunction with a food store, barber or beauty shop, doctor's or dentist's examination or treatment room, or similar room used for public purposes.
- E. **Location of Bath and Second Sleeping Room.** No residence building or dwelling unit containing two (2) or more sleeping rooms shall have such room arrangement that access to a bathroom or water closet compartment intended for use by occupants of more than one (1) sleeping room can be had only by going through another sleeping room; nor shall the room arrangement be such that access to a sleeping room can be had only by going through another sleeping room or a bathroom or water closet compartment. No bathroom shall be so located that access thereto is solely through a kitchen.
- F. **Occupancy of Dwelling Units Below Grade.** No dwelling unit partially below grade shall be used for living purposes unless:
1. Floors and walls are watertight;
 2. Total window area, total openable area and ceiling height are in accordance with this code; and
 3. Required minimum window area of every habitable room is entirely above the grade of the ground adjoining such window area.

Subd. 4. Light and Ventilation. No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, multi-family dwelling, dwelling unit, rooming house or rooming unit for the purpose of living therein which does not comply with the following requirements.

- A. **Natural Light in Habitable Rooms.** Every habitable room shall have at least one (1) window of approved size facing directly to the outdoors or to a court. The minimum total window area, measured between stops, for every habitable room shall be ten (10) percent of the floor area of such room, except in kitchens when artificial light may be provided in accordance with the provisions of the electrical code ordinance. Whenever walls or other portions of the structure face a window of any room and such obstructions are located less than three (3) feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.
- B. **Light in Non-Habitable Work Space.** Every laundry, furnace room, and all similar non-habitable work spaces located in a dwelling or multi-family dwelling shall have one (1) supplied electric light fixture available at all times.
- C. **Light in Public Halls and Stairways.** Every public hall and inside stairway in every dwelling or multi-family dwelling shall be adequately lighted at all times with an illumination of at least five (5) lumens per square foot in the darkest portion of the normally traveled stairs and passageways.

- D. **Electrical Outlets Required.** Where there is electric service available to the building or structure, every habitable room of a dwelling or multi-family dwelling shall contain at least two (2) separate and remote outlets, one (1) of which may be a ceiling or wall-type electric light fixture. In kitchens three (3) separate and remote wall-type electric convenience outlets or two (2) such convenience outlets and one (1) ceiling or wall-type electric light fixture shall be provided. Every public hall, water closet compartment, bathroom, laundry room or furnace room shall contain at least one (1) electric light fixture. In addition to the electric light fixture, in every bathroom and laundry room, there shall be provided at least one (1) electric outlet.
- E. **Adequate Ventilation.** Every habitable room shall have at least one (1) window which can be easily opened or such other device as will adequately ventilate the room. The total openable window area in every habitable room shall be equal to at least forty-five (45) percent of the minimum window area size required in section 10.3.05 subdivision 4(A), except where mechanical ventilation is provided.
- F. **Ventilation and Light in Bathroom and Water Closet.** Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms as required by sections 10.3.05 subdivision 4(A) and (D), except that no window shall be required in bathrooms or water closet compartments equipped with an approved ventilation system.

Subd. 5. Minimum Requirements for Fire Safety. No person shall occupy as owner-occupant, or shall let to another for occupancy, any dwelling, multi-family dwelling, dwelling unit, rooming house, rooming unit, lodging house or lodging unit which does not comply with the applicable provisions of the fire prevention sections of building ordinances of the municipality and the following additional requirements for safety from fire.

- A. **Storage of Flammable Liquids Prohibited.** No dwelling, multi-family dwelling, dwelling unit, or rooming unit shall be located within a building containing any establishment handling, dispensing, or storing flammable liquids with a flash point of one hundred ten (110) degrees Fahrenheit or lower.
- B. **Cooking and Heating Equipment.** All cooking and heating equipment, components, and accessories in every heating, cooking and water heating device shall be maintained free from leaks and obstructions, and kept functioning properly so as to be free from fire, health, and accident hazards.

All installations and repairs shall be made in accordance with the provisions of the building code, or other laws or ordinances of the municipality applicable thereto. Portable cooking equipment employing flame is prohibited.

Subd. 6. Responsibilities of Persons. Occupants of dwellings, multi-family dwellings, and dwelling units, and owners or operators of rooming houses shall be responsible for maintenance thereof as provided in this code.

- A. **Cleanliness.** Every occupant of a dwelling unit shall keep that part of the dwelling unit and premises thereof which he/she occupies, controls, or uses, in a clean and sanitary condition.
- B. **Disposal of Rubbish.** Every occupant of a dwelling unit shall dispose of all his/her rubbish in a clean and sanitary manner by placing it in the rubbish containers required by section 10.3.05 Subdivision 1(D).

- C. **Disposal of Garbage.** Every occupant of a dwelling unit shall dispose of his/her garbage in a clean and sanitary manner by placing it in the garbage disposal facilities, or if such facilities are not available, by removing all non-burnable matter and securely wrapping such garbage and placing it in tight metal garbage storage containers as required by section 10.3.05 subdivision 1(E) of this code; or by such other disposal method as may be required by applicable laws or ordinances of the municipality.
- D. **Use and Operation of Supplied Plumbing Fixtures.** Every occupant of a dwelling unit shall keep the supplied plumbing fixtures therein clean and sanitary and shall be responsible for the exercise of reasonable care in their proper use and operation.
- E. **Installation and Care of Plumbing Fixtures Furnished by Occupant.** Every plumbing fixture furnished by the occupant of a dwelling unit shall be properly installed and shall be maintained in good working condition, kept clean and sanitary, and free of defects, leaks or obstructions.

Subd. 7. Rooming Houses. Every person who operates a rooming house, or who occupies or lets to another for occupancy any rooming unit in any rooming house, shall comply with the provisions of every section of this code, except as provided in the following sections.

- A. **Water Closet, Hand Lavatory, and Bath Facilities.** At least one (1) water closet, lavatory basin, and bathtub or shower properly connected to an approved water and sewer system and in good working condition shall be supplied for each four (4) rooms within a rooming house wherever said facilities are shared.

All such facilities shall be located within the residence building served and shall be directly accessible from a common hall or passageway and shall be not more than one (1) story removed from any of the persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar.

- B. **Minimum Floor Area for Sleeping Purposes.** Every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than three (3) persons shall contain at least fifty (50) square feet of floor area for each occupant thereof.
- C. **Bed Linen and Towels.** The operator of every rooming house shall supply bed linen and towels therein at least once each week, and prior to the letting of any room to another occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.
- D. **Shades, Drapes, etc.** Every window of every rooming unit shall be supplied with shades, drawn drapes, or other devices or material which when properly used will afford privacy to the occupant of the rooming unit.
- E. **Sanitary Conditions.** The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors, and ceilings, and for the sanitary maintenance of every other part of the rooming house; and he/she shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the rooming house is contained is leased or occupied by the operator.
- F. **Sanitary Facilities.** Every water closet, flush urinal, lavatory basin and bathtub or shower required by section 10.3.05 subd. 7(A) shall be located within the rooming house and within a room or rooms which:
 - 1. Afford privacy and are separate from the habitable rooms;

2. Are accessible from a common hall and without going outside the rooming house or through any other room therein.

10.3.06 Enforcement Authority.

Subd. 1. Enforcement Officer. It shall be the duty and responsibility of the building official of the municipality to enforce the provisions of the Housing Code as herein provided.

- A. **Coordination of Enforcement.** Inspection of premises and the issuing of orders in connection therewith under the provisions of this code shall be the exclusive responsibility of the Building Official of the municipality. Whenever, in the opinion of the building official it is necessary or desirable to have inspections of any condition by any other department he/she shall arrange for this to be done in such a manner that the owners or occupants of buildings shall not be subjected to visits by numerous inspectors nor to multiple or conflicting or any violation under this code shall be issued without the approval of the building official and it shall be the responsibility of that official before issuing any such order to determine that it has the concurrence of any other department or official of the government concerned with any matter involved on the case in question.
- B. **Administrative Liability.** Except as may otherwise be provided by statute or local law or ordinance, no officer, agent or employee of the municipality charged with the enforcement of the Housing Code shall render him/herself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his/her duties under this code. No person who institutes or assists in the prosecution of a criminal proceeding under this code shall be liable to damages hereunder unless he/she acted with actual malice and without reasonable grounds for believing that the person accused or prosecuted was guilty of an unlawful act or omission. Any suit brought against any officer, agent, or employee of the municipality, as a result of any act required or permitted in the discharge of his/her duties under this code, shall be defended by the legal representative of the municipality until the final determination of the proceeding therein.

Subd. 2. Inspections. The building official shall make or cause to be made inspections to determine the conditions of the dwellings, multi-family dwellings, dwelling units, rooming houses, rooming units, and premises in order to safeguard the safety, morals, and welfare of the public under the provisions of this code. The building official is authorized to enter any dwelling, dwelling unit, multi-family dwelling, rooming house, or premises at any reasonable time for the purpose of performing his/her duties under this code. The owner, operator, or occupant of every dwelling, multi-family dwelling, dwelling unit, rooming unit, or the person in charge thereof, shall give the building official free access thereto and to all parts thereof and to the premises on which it is located at all reasonable times for the purposes of such inspection, examination and survey.

It shall be unlawful for any person to refuse entrance or impede an inspector or officer authorized under this code in the performance of his/her duties and every such inspector or officer shall have the right to enter, examine, and survey all premises, grounds, structures, dwellings, and multi-family dwellings and every part thereof at all reasonable times upon display of proper identification.

- A. **Access by Owner or Operator.** Every occupant of a dwelling unit or rooming unit shall give the owner or operator thereof, or his/her agent or employee, access to any part of such dwelling unit, rooming unit, or its premises, at reasonable times for the purpose of making such inspections, maintenance, repairs, or alterations as are necessary to comply with the provisions of this code.

10.3.07 Condemnation. Dwellings or multi-family dwellings shall be condemned as dangerous structures or unsafe for human habitation as herein provided.

Subd. 1. Dangerous Structures. If all or part of any building or structure (including among others a fence, billboard or sign) or the equipment for the operation thereof (including among others the heating plant, plumbing, electric wiring moving stairways, elevators and fire extinguishing apparatus) shall be found, in the opinion of the building official to be in an unsafe condition - dangerous to life, limb, or property, he/she shall proceed to have the same condemned pursuant to the applicable provisions of the ordinances of the municipality pertaining to unsafe structures, or of State Law.

Subd. 2. Structures Unfit for Human Occupancy. Whenever the building official finds that any dwelling or multi-family dwelling constitutes a hazard to the safety, health, or welfare of the occupants or to the public because it lacks maintenance; or is in disrepair, unsanitary, vermin - infested or rodent - infested; or because it lacks the sanitary facilities or equipment or otherwise fails to comply with the minimum provisions of this code, but has not yet reached such state of complete disrepair as to be condemned as a dangerous structure as herein provided, he/she may declare such dwelling or multi-family dwelling as UNFIT FOR HUMAN HABITATION and order it to be vacated. If any dwelling or multi-family dwelling or any part thereof is occupied by more occupants than permitted under this code, or was erected altered or occupied contrary to law, such dwelling or multi-family dwelling shall be deemed an unlawful structure and the building official may cause such dwelling to be vacated. It shall be unlawful to again occupy such dwelling until it or its occupation, as the case may be, has been made to conform to the law.

Subd. 3. Notice. Notice of the declaration of any building under the Housing Code as unfit for human habitation and order to vacate it shall be served as provided in the following sections. When the condition requires the removal or demolition of the building such notice shall be given as provided in State Statutes, or such other codes or ordinances of the municipality pertaining to unsafe buildings.

- A. **Posting of Notice.** Any dwelling or multi-family dwelling declared as UNFIT FOR HUMAN HABITATION shall be posted with a placard by the building official. The placard shall include the following:
1. Name of City;
 2. The name of the authorized department having jurisdiction;
 3. The chapter and section of the code under which it is issued;
 4. An order that the dwelling or multi-family dwelling when vacated must remain vacant until the provisions of the order are complied with and the order to vacate is withdrawn;
 5. The date that the placard is posted;
 6. A statement of the penalty for defacing or removal of the placard.
- B. **Form of Notice.** Whenever the building official has declared a dwelling or multi-family dwelling as unfit for human habitation, he/she shall give notice to the owner of such declaration and placarding of the dwelling or multi-family dwelling as unfit for human habitation. Such notice shall:
1. Be in writing;
 2. Include a description of the real estate sufficient for identification;
 3. Include a statement of the reason or reasons why it is being issued;
 4. State the time to correct the conditions;
 5. State the time occupants must vacate the dwelling units.
- C. **Service of Notice.** Service of notice to vacate shall be as follows:
1. By delivery to the owner personally, or by leaving the notice at the usual place of abode of the owner with a person of suitable age and discretion; or
 2. By depositing the notice in the United State Post Office addressed to the owner at his/her last known address with postage pre-paid thereon; or

3. By posting and keeping posted for twenty-four (24) hours a copy of the notice in placard form in a conspicuous place on the premises to be vacated.
- D. **Removal of Placard or Notice.** No person shall deface or remove the placard from any dwelling or multi-family dwelling which has been declared or placarded as unfit for human habitation except by authority in writing from the building official.

Subd. 4. Vacating of Declared Building. Any dwelling or multi-family dwelling which has been declared and placarded as unfit for human habitation by the building official shall be vacated within a reasonable time as required by the building official, and it shall be unlawful for any owner or operator to let to any person for human habitation said dwelling, multi-family dwelling or dwelling unit; and no person shall occupy any dwelling or multi-family unit which has been declared or placarded by the building official as unfit for human habitation after the date set forth in the placard.

- A. **Occupancy of Building.** No dwelling or multi-family dwelling which has been declared or placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from the building official. The building official shall remove such placard whenever the defect or defects upon which the declaration and placarding action were based have been eliminated.
- B. **Report of Notice to Vacate.** The building official shall furnish a copy of each notice to vacate a building to the health officer and the chief of the fire prevention bureau and any other designated official of the municipality concerned herewith.

10.3.08 House, Building, and Lot Numbering.

Subd. 1 Assignment. All streets and avenues in the City shall be assigned numbers in accordance with the plan set forth in this Section

Subd. 2 Numbering Plan.

A. For the purpose of numbering houses or lots on streets or avenues running in an easterly and westerly direction in the City, Broadway from Avenue A to Prospect Avenue shall be used as a base line and starting point and all numbers of houses and lots on streets or avenues running east and west from Broadway shall be designated by the street and number as designated on the official numbering map referred to in this Section as east or west of Broadway on the avenues or streets.

B. For all streets and avenues running north and south, Cloquet Avenue from 18th Street to Broadway and Avenue "A" from Broadway to Chestnut Street and a prolongation of Avenue "A" from its intersection with Chestnut Street, following parallel with railroad tracks to the City limits, shall be used as base lines and starting points for numbering houses and lots on streets and avenues running north and south from Cloquet Avenue and Avenue "A." All houses and lots south of Cloquet Avenue from 18th Street to Broadway shall be numbered as South and all houses north of the Cloquet Avenue from 18th Street to Broadway shall be numbered as North.

C. It shall be further provided that numbers shall be assigned to every 25 feet of lots fronting on all north and south streets and avenues and the even numbers shall be used on the southerly and easterly sides of streets and avenues. The odd numbers shall be used on the northerly and westerly sides in accordance with the map prepared by the City Engineer, which map shall be hereby designated and adopted as the official numbering map for the City.

Subd. 3 Notice. It shall be further provided that the City Administrator of the City shall give public notice of the adopting of the numbering maps, which the notice shall be published once each week for two (2) successive weeks in the official newspaper of the City. After the publication it shall be the duty of all owners and occupants of buildings upon the streets and avenues to obtain from the City Clerk the correct numbers of their respective buildings, and to cause correct numbers to be placed on their buildings in accordance with the numbering placed on the official map within sixty (60) days from the date of the publication of the last notice as provided in this Section. Numbers shall be on the house, building or lot in a way visible to the street posted. Numbers shall be at least 3-1/2" high and of a contrasting color to the background on which they are mounted.

10.3.09 Violations. Notice of violation shall be served upon the owner of record; provided that such notice shall be deemed to be properly served upon such owner if a copy thereof is delivered to him/her personally, or if not found, by leaving a copy thereof at his/her usual place of abode with a person of suitable age and discretion who shall be informed of the contents thereof, or by sending a copy thereof by mail to his/her last known address, or if the letter with the copy is returned showing it has not been delivered to him/her by posting a copy thereof in a conspicuous place in or about the dwelling affected by the notice.

Subd. 1. Service of Notice. Whenever the building official determines that there has been or is a violation, or that there are reasonable grounds to believe that there has been or is a violation of any provision of this code, he/she shall give notice of such violation or alleged violation to the person or persons responsible therefor. Such notice shall:

- A. Be in writing;
- B. Include a description of the real estate sufficient for identification;
- C. Specify the violation which exists and the remedial action required;
- D. Allow a reasonable time for the performance of any act it requires.

Subd. 2. Prosecution of Violation. In case any violation order is not promptly complied with the building official may request the legal representative to institute an appropriate action or proceeding at law or in equity against the person responsible for the violation, ordering him/her:

- A. To restrain, correct or remove the violation or refrain from any further execution of work;
- B. To restrain or correct the erection, installation, or alteration of such building;
- C. To require the removal of work in violation;
 - D. To prevent the occupation or use of the building, structure, or part thereof erected, constructed, installed or altered in violation of, or not in compliance with the provisions of this code, or in violation of a plan or specification under which an approval, permit or certificate was issued; or
 - E. To enforce the penalty provisions of this code.

Subd. 3. Penalty for Violations. Every person or corporation who shall violate any provision of this code shall be guilty of a misdemeanor. Each day that a violation continues after due notice has been served in accordance with the terms and provisions hereof, shall be deemed a separate offense.

Subd. 4. Right to Appeal. Any owner or person who is aggrieved with the ruling or decision of the enforcing officer in any matter relative to the interpretation or enforcement of any of the provisions of the Housing Code may appeal the decision in accordance with the provisions as set forth in Chapter 15 of the Code, Administrative Hearing Process.

Section 10.4: Pipeline Safety Setback

10.4.01 Purpose. The purpose of this Section shall be to increase public safety by requiring that any new development be safely set back from pipeline locations.

10.4.02 Applicability. This Section applies to new residential and other development. It shall not apply to development that has occurred or for which development permits have been issued before the effective date of this Code.

10.4.03 Setback. Buildings and places of public assembly subject to this Section shall not be constructed closer to the pipeline than the boundary of the pipeline easement.

10.4.04 Variances. Variance procedures adopted by the City under Minnesota Statutes shall apply.

Section 10.5: Hazardous And Unsafe Structures

10.5.01 Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Subd. 1. Building shall include any structure or part of a structure, including without limitation, residential structures, commercial structures, agricultural outbuildings (such as barns) and structures supporting signs.

Subd. 2. Building Official shall mean a state certified building official appointed by the City Council as the Building Official of the City.

Subd. 3. Hazardous Building shall mean any building which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition or abandonment constitutes a fire hazard or a hazard to public safety or health. In addition, a hazardous building includes any building or structure which would be deemed unsafe under the provisions of this chapter.

Subd. 4. Owner shall mean those shown to be such on the records of the County Auditor.

10.5.02 General Provisions.

Subd. 1. When the existence of a hazardous building comes to the attention of the Building Official, the Building Official shall make an inspection of the building.

Subd. 2. Following the inspection the Building Official shall make an appropriate order for the elimination of the hazard created by the building. The order shall be in writing; recite the grounds upon which the Building Official concluded it was a hazardous building; specify the actions required to be taken to eliminate the hazard and provide a reasonable time for compliance with the order, which shall be no more than 30 days from the date of the order.

The order shall be mailed to the owner of the property on which the hazardous building is located by certified or registered mail.

Subd. 3. Following the expiration of the time specified in the order for compliance the Building Official shall re-inspect the building to determine whether the hazard has been eliminated.

Subd. 4. Should the order of the Building Official not be complied with within the time allowed, unless an appeal provided for in 10.5.04, hereof, is taken, the Building Official shall communicate such information to the City Council in writing.

10.5.03 Failure to Comply with Order. Should the order of the Building Official not be complied with within the time allowed, unless appeal provided for in 10.5.04, hereof, is taken, the City Council shall determine whether to proceed in accordance with the provisions of M.S. Sections 463.15 et seq, to prosecute the owner of the property on which the hazardous building is located for violating the provisions of this section hereof, to proceed in any other manner authorized by law or to proceed in any combination of the foregoing.

10.5.04 Appeals.

Subd. 1. Any person affected by any decision of the Building Official which is related to or made pursuant to this section may appeal therefrom to the Fire Code Appeal Board. An appeal may be taken by the affected party by serving the Building Official with written notice of intention to appeal the Building Official's decision within ten days after the affected party received knowledge or notice of the decision.

Subd. 2. The notice of appeal shall contain a complete statement of the matter in controversy, and, if from a refusal of to make ordered repairs, shall contain a guarantee of payment of all expenses of any tests made or ordered by the Fire Code Appeal Board. The notice shall be accompanied by a fee of which shall be established by resolution as adopted from time to time by the City Council and will be retained by the City.

Subd. 3. Any such appeal shall be subject to and shall be conducted in accordance with the appeal provisions as set forth.

10.5.05 Limitation on Liability. The City, the Building Official and/or any employee charged with the enforcement of this section shall not be liable for any damage that may occur to persons or property as a result of any act required of the Building Official or any employee of the City or by reason of any act or omission of the Building Official or any such employee.

10.5.06 Violations and Penalties. Any person who fails to comply with an order of the Building Official within the time allowed made pursuant to this Section shall be guilty of a misdemeanor. Each day or portion thereof during which such violation continues shall constitute a separate offense.

10.6: International Property Maintenance Code Adopted

10.6.1 This document is on file in the office of the city clerk, being marked and designated as the International Property Maintenance Code, 2021 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Cloquet, in the State of Minnesota for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of notices and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes,

10.6.2 Amendments To The International Property Maintenance Code

Section 101.1. Insert: "City of Cloquet."

Section 101.3. Replace "International Existing Building Code" with "Minnesota State Building Codes."

Section 101.3. Insert: "Any references to any other code shall be assumed to reference the Minnesota State Building Codes as adopted by the City of Cloquet."

Section 103.1. Replace entire section with: "This code shall be administered and enforced by the City of Cloquet Building Official's Office and the Cloquet Building Official is hereby appointed as the code official."

Section 103.2. Repealed.

Section 103.5. Insert: "Fees shall be charged to the owner of record of violating properties based on the City's fee schedule. Fee collection shall be commensurate with services provided."

Section 302.4. Repealed.

Section 304.14. Insert: "May 15 - Sept. 15."

Section 602.3. Insert: "Sept. 15 - May 15."

Section 602.4. Insert: "Sept. 15 - May 15."

Section 603.2. Delete "Exception: Fuel burning equipment and appliances which are labeled for un-vented operation."

10.6.3 Enforcement of the International Property Maintenance Code

Violations of the International Property Maintenance Code may be enforced under the provisions of the International Property Maintenance Code or under the enforcement provisions found in Chapter 10.

(Ord. No. 513A 2024)

Section 10.7: Rental Housing Regulations

10.7.1 Purpose. The city recognizes the need for an organized, systematic inspection program of residential rental housing within the City of Cloquet in order to ensure that rental dwelling units meet city and state housing safety, health, fire, building and zoning codes, and to provide a more effective system for compelling the correction of code violations and the proper maintenance of rental housing within the city. This registration program is intended to protect and promote the health, safety and general welfare of the entire community. Under these regulations inspections will be done on a complaint basis with inspection guidelines being spelled out in Section 10.7.7, and with enforcement to be made only against the owner of rental housing found to be in violation.

10.7.2 Definitions. For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Subd. 1. Dwelling unit means any room or group of rooms located within residential housing and forming a separate single habitable unit intended for residential occupancy by a single family.

Subd. 2. Family means an individual or two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit in a dwelling unit; or a group of not more than four persons who need not be related by blood, marriage or adoption, living together as a single housekeeping unit in a dwelling unit.

- A. For purposes of this article "related" shall be interpreted herein to include any owner of record and an owner's natural children, adopted children, foster children, spouse, other blood relations, any significant other and any other dependent minors, residing with that owner as a family unit; "significant other" means romantic partner;
- B. For purposes of this article "related" shall also be interpreted herein to include a tenant's natural children, adopted children, foster children, spouse, other blood relations, any significant other and any other dependent minors, residing with the tenant as a family unit; "significant other" means romantic partner.

Subd. 3. Person means any natural person, the person's heirs, executors, administrators, or assigns, and also includes a business entity such as a firm, partnership, company or corporation, or its successors or assigns, or the agent of any of the aforesaid.

Subd. 4. Rental dwelling unit means a dwelling unit occupied by a person or persons in the status of tenant(s), under the terms of a contract or lease, whether oral or written, whereby nonpayment of a periodic payment or nonperformance of a periodic service means the occupants may be evicted without the necessity of either a statutory mortgage foreclosure procedure, a statutory termination of contract for deed procedure or a statutory repossession procedure.

Subd. 5. Rent means any compensation given for use of the premises, either monetary or "in lieu of" payments, such as but not limited to utilities, upkeep, repair, or the provision of services, but does not include payment of shared housing by a family member.

Subd. 6. Residential Housing means any structure or building, or portion thereof, including a "manufactured home (mobile home)", containing at least one dwelling unit which is intended to be used for residential occupancy, and which includes bathroom and kitchen facilities permanently installed.

Subd. 7. Tenant, except as otherwise provided herein, means any person who occupies and uses as their primary residence a dwelling unit furnished to that person for payment of rent to another.

10.7.3. Applicability and exceptions.

Subd. 1. The provisions of this article shall apply to all residential housing occupied for rent and the rental dwelling units contained therein, including rented single-family dwellings and duplexes, manufactured homes, and rental dwelling units in owner-occupied dwellings.

Subd. 2. The provisions of this article shall not apply to jails, hospitals, parish houses, parsonages, manses and rectories, dwelling units in a cooperative or condominium building, hotels, motels, or facilities licensed by the State of Minnesota, nor to any dormitory owned and operated by an educational institution.

10.7.4. Registration permit required. No person shall occupy, allow to be occupied, or let to another for occupancy, any rental dwelling unit in the City of Cloquet, without first having obtained a registration permit from the city under the terms of this section. Dwelling units constructed or converted to rental usage after the effective date of this article shall not be occupied for human habitation prior to issuance of a registration permit by the city. An application for registration shall be made upon forms furnished by the city for such purpose and shall require the minimum information required under Section 10.7.5.

10.7.5. Application for registration permit; register of occupancy.

Subd. 1. The owner of each rental dwelling unit shall make written application to the city for registration of the rental dwelling unit(s). A new owner shall be required to register units within ten days after acquiring them. Application for registration shall be made upon forms furnished by the city and shall specifically set forth the following information:

- A. The name, address and telephone number of the owner of the rental dwelling unit(s); if an entity, the name of the entity, and the name, address, telephone number and email address of the president, chief manager, or managing partner; and the name, address, telephone number and email address of any property management company acting as landlord on their behalf.
- B. The street address of each rental dwelling unit.
- C. Number and types of rental dwelling units within a dwelling.
- D. The maximum number of occupants permitted for each rental dwelling unit.
- E. At least one name, emergency telephone number, and address of the person authorized to make or order made repairs and/or services to the building as required and necessary to protect the health, safety and welfare of the occupants, or who is able to contact the person so authorized.
- F. A site drawing showing designated off-street parking areas for each existing rental dwelling unit, which areas comply with the city's off-street parking requirements.

Subd. 2. Every permit holder, or their resident agent, shall maintain a current register of all tenants and other persons with a lawful right of occupancy to each rental dwelling unit. The register shall be kept current at all times and shall be provided for inspection by the city within a reasonable time.

Subd. 3. The city shall be promptly notified of any change of the resident agent, and any change in the names, addresses, and other information concerning the persons listed in the last registration application filed with the city. A window sticker will be provided.

10.7.6. Posting of registration. Each registration permit issued by the city shall be displayed in a conspicuous spot near the front entrance of a single unit rental dwelling, or in a public corridor, hallway or lobby of residential housing containing multiple rental dwelling units, and shall be visible to all residents. Only one registration need be posted for each separate apartment building.

10.7.7. Performance Requirements and Acceptability Standards. Below are the performance requirements and

acceptability criteria that will be evaluated during an inspection. A discussion of how inspectors should interpret the requirements and tenant preference options follows.

Subd. 1. Sanitary Facilities.

A. Performance Requirement

1. The dwelling unit must include sanitary facilities within the unit.
2. The sanitary facilities must be in proper operating condition and be adequate for personal cleanliness and disposal of human waste.
3. The sanitary facilities must be usable in privacy.
4. A shared bathroom is permitted in a boarding house situation.

B. Acceptability Criteria

1. The bathroom must be located in a separate room and have a flush toilet in proper operating condition.
2. The unit must have a fixed basin (lavatory) with a sink trap and hot and cold running water in proper operating condition.
3. The unit must have a shower or tub with hot and cold running water in proper operating condition.
4. The facilities must utilize an approved public or private disposal system, including a locally approved septic system.

C. Related Inspections for Sanitary Facilities.

1. The bathroom must be contained within the dwelling unit, afford privacy (usually meaning a door, although no lock is required), and be for the exclusive use of the occupants.
2. All public or private waste disposal systems servicing the unit or facilities must be either state or local agency approved.
3. The tub/shower, toilet, and basin/lavatory must have a proper sewer trap, drain, and vents to prevent the escape of sewer gases or severe leakage of water. Drains must not be clogged and the toilet must flush. Hot and cold water must be available at the tub, shower, and lavatory taps. The definition of hot water (temperature) required at the lavatory, tub, or shower should be determined from local health standards or applicable local code.
4. The inspector must determine if the bathroom facilities are free of hazards, such as damaged or broken fixtures and plumbing leaks, which may endanger the occupants.

EXAMPLE:

What are bathroom hazards that may endanger occupants?

- Broken ceramic, metal, or glass fixtures that may pose a hazard. This includes towel racks, soap dishes, medicine cabinets, and mirrors as well
- A leaking hot water faucet may pose a scalding threat.

5. Only one bathroom is required to meet these requirements. Additional bathrooms do not have to contain all plumbing fixtures (tub/shower, toilet or lavatory), but if present, they must not create any unsanitary conditions, be properly plumbed, and be free of sewer gases.
6. Other room standards that apply to bathroom facilities, such as illumination and electricity, are discussed under those performance requirements.

Subd. 2. Food Preparation and Refuse Disposal.

A. Performance Requirement.

1. The dwelling unit must have suitable space and equipment to store, prepare, and serve food in a sanitary manner.

B. Acceptability Criteria.

1. The dwelling unit must have an oven and a stove or range. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished to both subsidized and unsubsidized tenants in the same building or premises. On gas stoves no pilot light is allowed; they must be electronic ignition.
2. The dwelling unit must have a refrigerator supplied by either the owner or tenant.
3. All required equipment must be in proper operating condition. According to the lease, equipment may be supplied by either the owner or the tenant.
4. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approved public or private system.
5. The dwelling unit must have space for storage, preparation, and serving of food.
6. Facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary, are required.

C. Related Inspections for Food Preparation and Refuse Disposal.

1. Hot plates are not acceptable substitutes for stoves or ranges. The oven must heat and all burners on the stove or range must work. All stove or range knobs must be present. The stove or range must be free of hazardous gas hook-ups, gas leaks, or electrical hazards.

EXAMPLE:

What temperature must a refrigerator maintain to keep food from spoiling?

Above 32° F, but generally below 40° F.

Consider how often the refrigerator will be opened. Proper temperatures are difficult to maintain if the refrigerator is frequently opened during warm weather, door seals are removed or broken, or the door sits open.

2. The sink must have hot and cold running water from the faucets and a proper working sink drain with gas trap. It must also be hooked to an approved water and sewer system.
3. Space for storage, preparation, and serving of food must be present. Built-in space, equipment, table(s), or portable storage facilities are acceptable.
4. Waste and refuse storage facilities are determined by local practice and may include trash cans or dumpster facilities.
5. Other room standards apply to the food preparation area and are discussed under those specific requirements below.

Subd. 3. Space and Security.

A. Performance Requirement.

1. The dwelling unit must provide adequate space and security for the tenant.

B. Acceptability Criteria.

1. At a minimum, the dwelling unit must have a living room, a kitchen and a bathroom, except in a boarding house.
2. The dwelling unit must have at least one bedroom or living/sleeping room for every two persons. Other than very young children (up to age 5), children of opposite sex may not be required to occupy the same bedroom or living/sleeping room.
3. Dwelling unit windows that are accessible from the outside must be lockable.
4. Exterior doors to the unit must be lockable with a deadbolt.

C. Related Inspections for Space and Security.

1. A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space.
2. Unit windows located on the first floor, at the basement level, on a fire escape, porch, or other outside space that can be reached from the ground and that are designed to be opened must have a locking device. (Windows with sills less than six feet off the ground are considered accessible.) Traditional window locks, those provided by storm/screen combination windows, window pins, and nails are acceptable. Windows leading to a fire escape or required to meet ventilation requirements may not be permanently nailed shut.
3. Doors leading to the outside and common hallways must be equipped with a deadbolt; fire escapes, porches and other openings accessible from the ground must have locks. No specific type of lock is required.
4. Window and door surfaces (including the door frame) must be in sufficient condition to support the installation and proper operation of window and door locks.

Subd. 4. Thermal Environment.

A. Performance Requirement.

1. The dwelling unit must be able to provide a thermal environment that is healthy for the human body.

B. Acceptability Criteria.

1. There must be a safe system for heating the dwelling unit, such as electric baseboard, radiator, or forced air systems. In order to ensure a healthy living environment appropriate for the climate the system must be able to provide adequate heat either directly or indirectly to each room.
2. The heating system must be in proper operating condition.
3. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

C. Related Inspections for Thermal Environment.

1. The inspector must define "a healthy living environment" for the local climate. Local or state codes will help the inspector determine when and how much heat is adequate. For example, an inspector may define a heating system capable of maintaining an interior temperature of 65° between October 1 and May 1 as adequate.
2. Adequate heat is required in all rooms used for living; the heat source does not have to be located in each room as long as the heat can pass to the appropriate space and meet the definition of adequate. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units.

3. Improper operating conditions, including all conditions that may be unsafe, such as broken or damaged source vents, flues, exhausts, gas or oil lines that create a potential fire hazard or threats to health and safety are not permitted. Heating unit safety devices must be present, and the heating equipment must have proper clearance from combustible materials and location of oil storage tanks. There must be proper gas and oil connections. Local plumbing, fire, or mechanical codes are instructive in providing details about acceptable materials for furnace and water heater hookups and required clearances. Seek assistance from local code enforcement offices to determine health and safety standards for equipment hook-up and clearance requirements.
4. Heating system inspections are often required by local or state authorities, especially for large multi-family buildings. If the heating system has passed inspection from the inspecting authority within the past two years, the inspector may accept this as proof of heating equipment safety.
5. Working cooling equipment refers to a central ventilation system, evaporative cooling system, room or central air conditioning. These systems are not required, but if present, must be operating safely so as not to create a potential fire hazard or other threat to health and safety.

Subd. 5. Illumination and Electricity.

- A. Performance Requirement.
 1. Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants.
 2. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances.
 3. Electrical fixtures and wiring must not pose a fire hazard.
 4. GFI's must be installed in all kitchens, bathrooms and by any water outlet.
- B. Acceptability Criteria.
 1. There must be at least one egress window in the living room and in each sleeping room.
 2. The kitchen area and the bathroom must have a permanent ceiling or wall-mounted fixture in proper operating condition.
 3. The kitchen must have at least one electrical outlet in proper operating condition.
 4. The living room and each sleeping space must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

C. Related Inspections for Illumination and Electricity.

1. The inspector must be satisfied that the electrical system is free of hazardous conditions, including: exposed, uninsulated, or frayed wires, improper connections, improper insulation or grounding of any component of the system, overloading of capacity, or wires lying in or located near standing water or other unsafe places.
2. Outlets must be properly installed in the baseboard, wall, or floor. Hanging light fixtures or outlets from electric wiring, missing cover plates on switches and outlets, badly cracked outlets or cover plates, exposed fuse box connections and overloaded circuits are unacceptable.

Subd. 6. Structure and Materials

A. Performance Requirement.

1. The dwelling unit must be structurally sound.
2. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

B. Acceptability Criteria.

1. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
2. The roof must be structurally sound and weather-proof.
3. The foundation and exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
4. The condition and equipment of interior and exterior stairs, halls, porches, and walkways must not present the danger of tripping and falling.
5. Elevators must be working safely.

C. Related Inspections for Structure and Materials.

1. The inspector must examine each of the elements listed in the acceptability criteria to determine that each is structurally sound, will not collapse, and does not present a danger to residents through falling or missing parts, or tripping hazards. The inspector must determine that the unit is free from water, excessive air, and vermin infiltration.
2. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches off the ground.
3. The elevator servicing the unit must be working. A current city or state inspection certificate suffices to determine working condition of the elevator.

4. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

Subd. 7. Interior Air Quality.

- A. Performance Requirement.
 1. The dwelling unit must be free of air pollutant levels that threaten the occupants' health.
- B. Acceptability Criteria.
 1. The dwelling unit must be free from dangerous air pollution levels from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
 2. There must be adequate air circulation in the dwelling unit.
 3. Bathroom areas must have one openable window or other adequate ventilation.
 4. Any sleeping room must have at least one window. If the window was designed to be opened, it must be in proper working order.
- C. Related Inspections for Interior Air Quality.
 1. The inspector must be satisfied that air pollutants such as gas leaks, industrial outputs, and heavy traffic would not present a health hazard.
 2. Air circulation should be checked to determine adequate ventilation. Air conditioning (A/C) provides adequate circulation as do ceiling and vent fans.
 3. The windows must adequately protect the unit's interior from the weather. Windows designed to open must not be painted or nailed shut. The ventilating bathroom fan in the bathroom must operate as intended.

Subd. 8. Water Supply

- A. Performance Requirement.
 1. The water supply must be free of contamination.
 2. Testing of well water is required yearly.
- B. Acceptability Criteria.
 1. The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination.
- C. Related Inspections for Water Supply.
 1. The inspector should be satisfied that the water supply is approved by the State or local jurisdiction.
 2. Clean water must be distributed to all unit fixtures and waste water must leave the unit to an approved area without presence of sewer gas and backups.
 3. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

4. Water-heating equipment must be installed safely and must not present any safety hazards to families. All water heaters must be free of leaks, have temperature/pressure relief valves, and a discharge line. Unless safety dividers or shields are installed, water heaters must not be located in bedrooms or living areas where safety hazards may exist. Fuel-burning equipment must have proper clearance from combustible materials and be properly vented.

Subd. 9. Lead-Based Paint. The Lead-Based Paint Poisoning Prevention Act as amended (42 U.S.C. 4821 - 4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 and implementing regulations 24 CFR Part 35 Subparts A, B, M, and R apply to the housing choice voucher program.

A. Acceptability Criteria.

1. The requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings.
2. During initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children under six years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit, exterior painted surfaces associated with the dwelling unit, and common areas of the building through which residents must pass to gain access to the unit and areas frequented by resident children under six years of age, including play areas and child care facilities.
3. For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the building owner), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment.

Subd. 10. Access

A. Performance Requirement.

1. Use and maintenance of the unit must be possible without unauthorized use of other private properties.
2. The building must provide an alternate means of exit in case of fire.

B. Acceptability Criteria.

1. The unit must have private access.
2. In case of fire, the building must contain an alternate means of exit such as fire stairs, or windows, including use of a ladder for windows above the second floor.

C. Related Inspections for Access.

1. The inspector must determine that the unit has private access without unauthorized passage through another dwelling unit or private property.
2. The emergency (alternate) exit from the building (not the unit) may consist of fire stairs, a second door, fire ladders, or exit through windows. The emergency exit must not be blocked. It must be appropriate for the family and considered

adequate by local officials. Guidance from the local fire agency is advisable.

Subd. 11. Sanitary Condition.

- A. Performance Requirement.
 - 1. The dwelling unit and its equipment must be in sanitary condition.
- B. Acceptability Criteria.
 - 1. The dwelling unit and its equipment must be free of vermin and rodent infestation.
- C. Related Inspections for Sanitary Condition.
 - 1. The inspector must ensure that the unit is free of rodents and heavy accumulations of trash, garbage, or other debris that may harbor vermin. Infestation by mice, roaches, or other vermin particular to the climate must also be considered. The unit must have adequate barriers to prevent infestation.

Subd. 12. Smoke and Carbon Monoxide Detectors.

- A. Performance Requirements.
 - 1. At least one battery-operated or hard-wired smoke detector in proper operating condition must be present on each level of the dwelling unit, including basements but excluding crawl spaces and unfinished attics.
 - 2. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standards (NFPA) 74 or its successor standards.
 - 3. If a hearing-impaired person is occupying the dwelling unit, the smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74.
 - 4. All units shall have an approved carbon monoxide alarm within 10 feet of each sleeping room. Carbon monoxide alarms must either be hardwired into the electrical wiring, directly plugged into a non-switched outlet or battery powered.
- B. Acceptability Criteria.
 - 1. The inspector must ensure that the location of smoke and carbon monoxide detectors conforms with local and/or State Fire Marshall's requirements.
 - 2. The inspector must determine that smoke and carbon monoxide detectors are located and installed in accordance with NFPA Standards. All smoke and carbon monoxide detectors must be in operating condition.

- C. Related Inspections for Smoke and Carbon Monoxide Detectors.
 - 1. Local codes, such as housing or fire codes, often address responsibilities between owners and tenants for installation and maintenance of smoke detector batteries. At initial inspection smoke detectors must have good batteries and be operable. The inspector may follow local codes to determine if missing or dead smoke detector batteries constitute a tenant or owner-caused failure in occupied units.
 - 2. Consultation with the local fire officials is recommended regarding acceptable types and location of smoke detectors.

SUMMARY OF ORDINANCE NO. 513A, AN ORDINANCE AMENDING CLOQUET CITY CODE CHAPTER 10 - BUILDING AND HOUSING BY REPLACEMENT IN ITS ENTIRETY, TO INCLUDE THEREIN THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND OTHER MINOR CORRECTIONS AND MODIFICATIONS, FIRST READING

10.1.01 – 10.3.06

Make corrections to current Minnesota State Statute reference, correct Department to Community Development Department, removed Section 10.2 related to driveways which is covered in other areas of code, corrects the use of “building department” to Building Official, and removes current Section 10.6 City Fire Code entirely as the Fire Code is now part of a suite of Minnesota State Building Codes. A new section 10.6 is added to Chapter 10 as the International Property Maintenance Code Adopted.

10.6: International Property Maintenance Code Adopted

10.6.1 This document is on file in the office of the city clerk, being marked and designated as the International Property Maintenance Code, 2021 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Cloquet, in the State of Minnesota for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of notices and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes,

10.6.2 Amendments To The International Property Maintenance Code

Section 101.1. Insert: "City of Cloquet."

Section 101.3. Replace "International Existing Building Code" with "Minnesota State Building Codes."

Section 101.3. Insert: "Any references to any other code shall be assumed to reference the Minnesota State Building Codes as adopted by the City of Cloquet."

Section 103.1. Replace entire section with: "This code shall be administered and enforced by the City of Cloquet Building Official's Office and the Cloquet Building Official is hereby appointed as the code official."

Section 103.2. Repealed.

Section 103.5. Insert: "Fees shall be charged to the owner of record of violating properties based on the City's fee schedule. Fee collection shall be commensurate with services provided."

Section 302.4. Repealed.

Section 304.14. Insert: "May 15 - Sept. 15."

Section 602.3. Insert: "Sept. 15 - May 15."

Section 602.4. Insert: "Sept. 15 - May 15."

Section 603.2. Delete "Exception: Fuel burning equipment and appliances which are labeled for un-vented operation."

10.6.3 Enforcement of the International Property Maintenance Code

Violations of the International Property Maintenance Code may be enforced under the provisions of the International Property Maintenance Code or under the enforcement provisions found in Chapter 10.

Passed by the Council of the City of Cloquet on this 17th day of September 2024.

CITY OF CLOQUET

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

Published in the Pine Knot News this ____ day of _____, 2024.



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and City Council
From: Katie Bloom, Finance Director
Reviewed by: Tim Peterson, City Administrator *TP*
Date: August 29, 2024

ITEM DESCRIPTION: 2025 Preliminary Budget Review

Proposed Action

Staff is requesting review and discussion of the preliminary 2025 budget.

Background/Overview

Staff began reviewing the preliminary 2025 budget in June, working within each of their departments to examine previous years actuals along with future years goals. After their internal discussions, department heads met with myself and Administrator Peterson to begin drafting the preliminary budget. Within your packet you will find these proposed budget summaries and detailed reports.

For this initial review, some important items to note are included under the supporting documents.

Supporting Documentation Attached

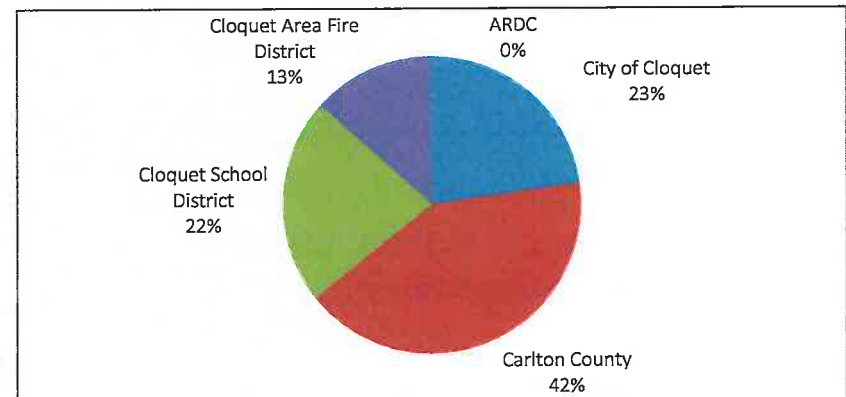
- 2025 Budget Documents
- 2025 Budget Changes

**City of Cloquet
Tax Levy Summary
2022 Actual Through 2028 Planning**

	<u>Actual 2022</u>	<u>Actual 2023</u>	<u>Actual 2024</u>	<u>Proposed 2025</u>	<u>Planning 2026</u>	<u>Planning 2027</u>	<u>Planning 2028</u>
General	\$ 2,362,200	\$ 2,568,390	\$ 2,408,850	\$ 2,815,922	\$ 3,102,581	\$ 3,425,164	\$ 3,675,164
Library	415,000	480,000	561,000	634,000	662,920	692,570	724,570
GO Swimming Pond Debt	105,750	83,500	83,500	83,500	83,500	93,500	93,500
GO Facilities Debt-Library	102,250	100,200	98,150	94,000	102,000	102,000	102,000
GO Facilities Debt-PW	-	-	-	-	-	-	-
Permanent Improvement	-	-	-	-	-	-	-
Public Works Reserve	255,000	210,000	388,700	310,500	440,000	340,000	268,000
Tax Levy	<u>\$ 3,240,200</u>	<u>\$ 3,442,090</u>	<u>\$ 3,540,200</u>	<u>\$ 3,937,922</u>	<u>\$ 4,391,001</u>	<u>\$ 4,653,234</u>	<u>\$ 4,863,234</u>
Levy Change (+/-)	3.49%	6.23%	2.85%	11.23%	11.51%	5.97%	4.51%

<u>Property Tax Rates</u>	<u>2022</u>	<u>2023</u>	<u>Prior Year 2024</u>
City of Cloquet	39.542%	34.625%	34.462%
Carlton County	78.824%	64.127%	63.112%
Cloquet School District	42.941%	34.898%	33.933%
Cloquet Area Fire District	23.192%	20.378%	20.175%
ARDC	0.173%	0.138%	0.142%
Total Direct and Overlapping	<u>184.672%</u>	<u>154.166%</u>	<u>151.824%</u>

Prior Year - 2024 Property Taxes



City of Cloquet
Summary Comparison of All Funds Expenditures & Financing Uses
2022 Actual Through 2028 Planning

FUND		2022	2023	2024	2025	2026	2027	2028	('25 to '24 BUDGET)	
Description	No	ACTUAL	ACTUAL	BUDGET	PROPOSED	PLANNING	PLANNING	PLANNING	Dollars	%
General										
Total General Fund	101	8,728,916	9,361,037	9,288,674	9,482,400	9,805,500	10,139,100	10,389,100	193,726	2.09%
Special Revenue Funds										
LDO Loan (EDA)	201	-	2,500	2,200	2,200	2,200	2,200	2,200	-	-
Federal CDBG Loan (EDA)	202	42,358	22,521	10,000	10,000	10,000	10,000	10,000	-	-
Economic Develoment Loan (City)	203	-	-	2,000	2,000	2,000	2,000	2,000	-	-
Revolving SCGP (EDA)	206	20,046	29,277	-	-	-	-	-	-	-
Housing Trust Fund	207	-	-	-	-	-	-	-	-	-
Library	211	690,919	715,794	789,250	855,250	884,100	914,400	946,153	66,000	8.36%
Tax Increment - Trails Edge	215	5,283	19,304	33,500	33,500	33,500	33,500	33,500	-	-
Tax Increment - 14th St Apartments	221	73,902	62,671	58,300	58,300	58,300	58,300	58,300	-	-
Tax Increment - Oakwood Estates	222	53,180	55,553	55,000	55,000	55,000	55,000	55,000	-	-
Tax Increment - Patio Homes	223	45,130	37,894	55,000	55,000	55,000	55,000	55,000	-	-
Landfill Host Fee	260	625,811	44,745	25,000	25,000	25,000	25,000	25,000	-	-
Cable TV	614	110,319	112,216	107,500	107,500	107,500	107,500	107,500	-	-
Total Special Revenue		1,666,949	1,102,475	1,137,750	1,203,750	1,232,600	1,262,900	1,294,653	66,000	5.80%
Debt Service Funds										
Swimming Pond Bonds	370	101,740	100,438	103,750	101,950	105,075	103,175	106,300	(1,800)	-1.73%
City Sales Tax Bonds	372	547,565	547,265	545,500	544,000	543,500	547,500	547,500	(1,500)	-0.27%
Facilities Bonds	374	93,715	96,840	95,000	93,300	97,000	95,600	94,200	(1,700)	-1.79%
Total Debt Service		743,020	744,543	744,250	739,250	745,575	746,275	748,000	(5,000)	-0.67%
Capital Project Funds										
Permanent Improvement	225	6,638	6,385	6,500	6,500	6,500	6,500	456,500	-	-
Public Works Reserve	231	110,115	734,270	638,700	610,000	535,000	375,000	303,000	(28,700)	-4.49%
Revolving Capital Projects	403	523,021	32,425	1,456,000	2,981,526	2,563,091	1,750,000	816,000	1,525,526	104.78%
City Sales Tax Projects	405	3,506,575	728,207	1,480,175	659,800	829,924	664,175	664,175	(820,375)	-55.42%
City Sales Tax Projects - Pine Valley	406	-	-	350,000	-	3,125,000	-	-	(350,000)	-100.00%
Total Capital Project Funds		4,146,349	1,501,287	3,581,375	4,257,826	3,934,515	2,795,675	2,239,675	676,451	18.89%
Total Governmental Funds		15,285,234	12,709,342	14,752,049	15,683,226	15,718,190	14,943,950	14,671,428	931,177	6.31%
Internal Service										
Employee Severance Benefits	701	7,180	43,008	30,000	30,000	30,000	30,000	30,000	-	-
Total Internal Service		7,180	43,008	30,000	30,000	30,000	30,000	30,000	-	-
Enterprise Funds										
Water - Lake Superior Waterline	600	3,246,135	2,822,900	3,435,080	3,477,050	13,488,850	3,493,400	3,493,510	41,970	1.22%
Water - In Town System	601	3,360,832	2,222,021	2,875,525	2,994,400	3,283,857	2,571,100	2,657,100	118,875	4.13%
Sewer Utility	602	1,948,380	1,890,316	2,222,730	2,412,330	2,718,123	2,192,375	2,295,375	189,600	8.53%
Stormwater Utility	605	381,179	391,529	610,200	341,950	341,600	769,200	341,200	(268,250)	-43.96%
Total Enterprise Funds		8,936,526	7,326,766	9,143,535	9,225,730	19,832,430	9,026,075	8,787,185	82,195	0.90%
Total Proprietary Funds		8,943,706	7,369,775	9,173,535	9,255,730	19,862,430	9,056,075	8,817,185	82,195	0.90%
GRAND TOTAL ALL FUNDS		24,228,940	20,079,117	23,925,584	24,938,956	35,580,620	24,000,025	23,488,613	1,013,372	4.24%

City of Cloquet
Summary Comparison of All Funds Revenues & Financing Sources
2022 Actual through 2028 Planning

FUND		2022	2023	2024	2025	2026	2027	2028	('25 to '24 BUDGET)	
Description	No	ACTUAL	ACTUAL	BUDGET	PROPOSED	PLANNING	PLANNING	PLANNING	Dollars	Percent
General										
Total General Fund	101	8,784,456	8,837,819	8,988,674	9,482,414	9,805,573	10,139,156	10,389,156	493,740	5.49%
Special Revenue Funds										
LDO Loan (EDA)	201	4,054	2,978	15,500	12,100	4,700	4,700	4,700	(3,400)	-21.94%
Federal CDBG Loan (EDA)	202	2,600	20,100	10,000	10,000	10,000	10,000	10,000	-	-
Economic Development Loan (City)	203	1,056	696	11,550	11,550	11,550	8,550	8,550	-	-
Revolving SCGP (EDA)	206	21,508	6,908	2,250	-	-	-	-	(2,250)	-100.00%
Housing Trust Fund	207	-	-	-	28,473	28,473	28,473	28,473	28,473	#DIV/0!
Library	211	635,344	698,432	778,000	856,000	884,920	914,570	946,570	78,000	10.03%
Tax Increment - Trails Edge	215	10,566	28,043	33,500	33,500	33,500	33,500	33,500	-	-
Tax Increment - 14th St Apartments	221	58,726	66,616	58,300	58,300	58,300	58,300	58,300	-	-
Tax Increment - Oakwood Estates	222	53,181	57,873	55,000	55,000	55,000	55,000	55,000	-	-
Tax Increment - Patio Homes	223	42,573	49,247	55,000	55,000	55,000	55,000	55,000	-	-
Landfill Host Fee	260	155,416	187,380	105,000	105,000	105,000	105,000	105,000	-	-
Cable TV	614	93,122	84,174	103,000	103,000	103,000	103,000	103,000	-	-
Total Special Revenue		1,078,145	1,202,446	1,227,100	1,327,923	1,349,443	1,376,093	1,408,093	100,823	8.22%
Debt Service Funds										
Swimming Pond Bonds	370	106,313	83,722	83,500	83,500	83,500	93,500	93,500	-	-
City Sales Tax Bonds	372	547,600	547,300	545,500	544,000	543,500	547,500	547,500	(1,500)	-0.27%
Facilities Bonds	374	102,326	99,993	98,150	94,000	102,000	102,000	102,000	(4,150)	-4.23%
Total Debt Service		756,239	731,016	727,150	721,500	729,000	743,000	743,000	(5,650)	-0.78%
Capital Project Funds										
Permanent Improvement	225	63,236	51,532	100,000	146,745	146,745	146,745	601,745	46,745	46.75%
Public Works Reserve	231	276,585	897,021	638,700	555,000	535,000	375,000	303,000	(83,700)	-13.10%
Revolving Capital Projects	403	475,777	37,160	1,456,000	2,981,526	2,563,091	1,750,000	816,000	1,525,526	104.78%
City Sales Tax Projects	405	3,720,927	1,286,193	1,015,000	1,015,000	1,015,000	1,015,000	1,015,000	-	-
City Sales Tax Projects - Pine Valley	406	-	860,861	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-
Total Capital Project Funds		4,536,525	3,132,766	4,209,700	5,698,271	5,259,836	4,286,745	3,735,745	1,488,571	35.36%
Total Governmental Funds		15,155,364	13,904,047	15,152,624	17,230,108	17,143,852	16,544,994	16,275,994	2,077,484	13.71%
Internal Service Fund										
Employee Severance Benefits	701	4,565	24,658	10,000	10,000	10,000	10,000	10,000	-	-
Total Internal Service		4,565	24,658	10,000	10,000	10,000	10,000	10,000	-	-
Enterprise Funds										
Water Lake Superior Waterline	600	2,788,500	2,732,045	3,000,000	3,000,000	13,000,000	3,000,000	3,000,000	-	-
Water In-Town	601	2,003,232	3,016,880	2,580,310	2,737,559	2,971,289	2,969,539	2,969,539	157,249	6.09%
Sewer Utility	602	2,010,588	2,526,936	2,146,983	2,227,906	2,303,979	2,303,979	2,303,979	80,923	3.77%
Stormwater Utility	605	389,974	389,889	332,000	332,000	332,000	332,000	332,000	-	-
Total Enterprise Funds		7,192,294	8,665,750	8,059,293	8,297,465	18,607,268	8,605,518	8,605,518	238,172	2.96%
Total Proprietary Funds		7,196,860	8,690,408	8,069,293	8,307,465	18,617,268	8,615,518	8,615,518	238,172	2.95%
GRAND TOTAL ALL FUNDS		22,352,224	22,594,455	23,221,917	25,537,573	35,761,120	25,160,512	24,891,512	2,315,656	9.97%

City of Cloquet
All Funds Revenues & Expenditures/Expenses Summary
2025 Budget

Revenues by Source for 2025

FUND		Property Taxes	Other Taxes	Intergovt	Charges	All Others*	Transfers In	Revenues
Description	No							
Total General Fund		2,815,922	55,000	4,110,942	469,350	861,150	1,170,050	9,482,414
Special Revenue Funds								
LDO Loan (EDA)	201	-	-	-	-	12,100	-	12,100
Federal CDBG Loan (EDA)	202	-	-	-	-	10,000	-	10,000
Economic Development Loan (City)	203	-	-	-	-	11,550	-	11,550
Revolving SCDP (EDA)	206	-	-	-	-	-	-	-
Housing Trust Fund	207	-	-	28,473	-	-	-	28,473
Library	211	634,000	-	-	15,000	7,000	200,000	856,000
Tax Increment - Trails Edge	215	-	33,500	-	-	-	-	33,500
Tax Increment - 14th Street Apart.	221	-	58,300	-	-	-	-	58,300
Tax Increment - Oakwood Estates	222	-	55,000	-	-	-	-	55,000
Tax Increment - Patio Homes	223	-	55,000	-	-	-	-	55,000
Landfill Host Fee	260	-	-	-	-	105,000	-	105,000
Cable TV	614	-	103,000	-	-	-	-	103,000
Total Special Revenue		634,000	304,800	28,473	15,000	145,650	200,000	1,327,923
Debt Service Funds								
Swimming Pond Bonds	370	83,500	-	-	-	-	-	83,500
City Sales Tax Bonds	372	-	-	-	-	-	544,000	544,000
Facility Bonds	374	94,000	-	-	-	-	-	94,000
Total Debt Service		177,500	-	-	-	-	544,000	721,500
Capital Project Funds								
Permanent Improvement	225	-	-	46,745	-	100,000	-	146,745
Public Works Reserve	231	310,500	-	100,000	-	35,000	109,500	555,000
Revolving Capital Projects	403	-	-	2,376,565	-	-	604,961	2,981,526
City Sales Tax Projects	405	-	1,015,000	-	-	-	-	1,015,000
City Sales Tax - Pine Valley	406	-	1,000,000	-	-	-	-	1,000,000
Total Capital Project Funds		310,500	2,015,000	2,523,310	-	135,000	714,461	5,698,271
Total Governmental Funds		3,937,922	2,374,800	6,662,725	484,350	1,141,800	2,628,511	17,230,108
Internal Service								
Employee Severance Benefits	701	-	-	-	-	10,000	-	10,000
Enterprise Funds								
Water - Lake Superior Waterline	600	-	-	-	3,000,000	-	-	3,000,000
Water - In Town System	601	-	-	-	2,399,529	130,000	208,030	2,737,559
Sewer Utility	602	-	-	-	2,172,906	55,000	-	2,227,906
Stormwater Utility	605	-	-	-	330,000	2,000	-	332,000
Total Enterprise Funds		-	-	-	7,902,435	187,000	208,030	8,297,465
Total Proprietary Funds		-	-	-	7,902,435	197,000	208,030	8,307,465
GRAND TOTAL ALL FUNDS		3,937,922	2,374,800	6,662,725	8,386,785	1,338,800	2,836,541	25,537,573

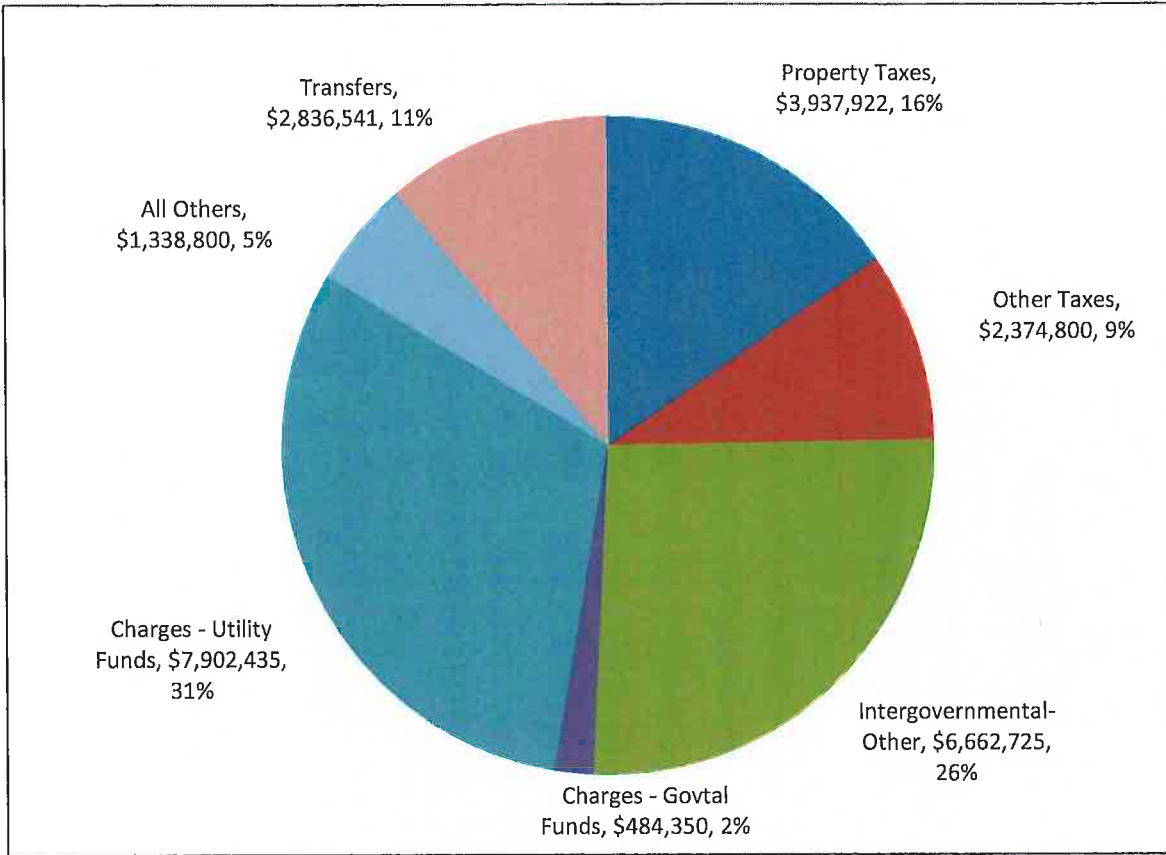
Expenditures/Expenses by Function for 2025

Personal Services	Supplies	Other Services	Debt	Capital	Transfers Out	Expenditure/Expenses
6,714,100	451,150	2,097,150	-	20,000	200,000	9,482,400
-	-	2,200	-	-	-	2,200
-	-	10,000	-	-	-	10,000
-	-	2,000	-	-	-	2,000
-	-	-	-	-	-	-
-	-	-	-	-	-	-
692,700	56,600	105,950	-	-	-	855,250
-	-	30,150	-	-	3,350	33,500
-	-	52,100	-	-	6,200	58,300
-	-	50,000	-	-	5,000	55,000
-	-	49,500	-	-	5,500	55,000
-	-	-	-	-	25,000	25,000
-	-	92,500	-	-	15,000	107,500
692,700	56,600	394,400	-	-	60,050	1,203,750
-	-	-	101,950	-	-	101,950
-	-	-	544,000	-	-	544,000
-	-	-	93,300	-	-	93,300
-	-	-	739,250	-	-	739,250
-	-	-	-	6,500	-	6,500
-	-	-	-	610,000	-	610,000
-	-	-	-	2,981,526	-	2,981,526
-	-	-	-	-	659,800	659,800
-	-	-	-	-	-	-
-	-	-	-	3,598,026	659,800	4,257,826
7,406,800	507,750	2,491,550	739,250	3,618,026	919,850	15,683,226
30,000	-	-	-	-	-	30,000
857,800	117,800	2,218,750	-	107,700	175,000	3,477,050
561,800	127,400	479,250	769,675	270,000	786,275	2,994,400
462,400	31,550	1,136,450	34,700	288,000	459,230	2,412,330
-	13,500	51,000	27,450	-	250,000	341,950
1,882,000	290,250	3,885,450	831,825	665,700	1,670,505	9,225,730
1,912,000	290,250	3,885,450	831,825	665,700	1,670,505	9,255,730
9,318,800	798,000	6,377,000	1,571,075	4,283,726	2,590,355	24,938,956

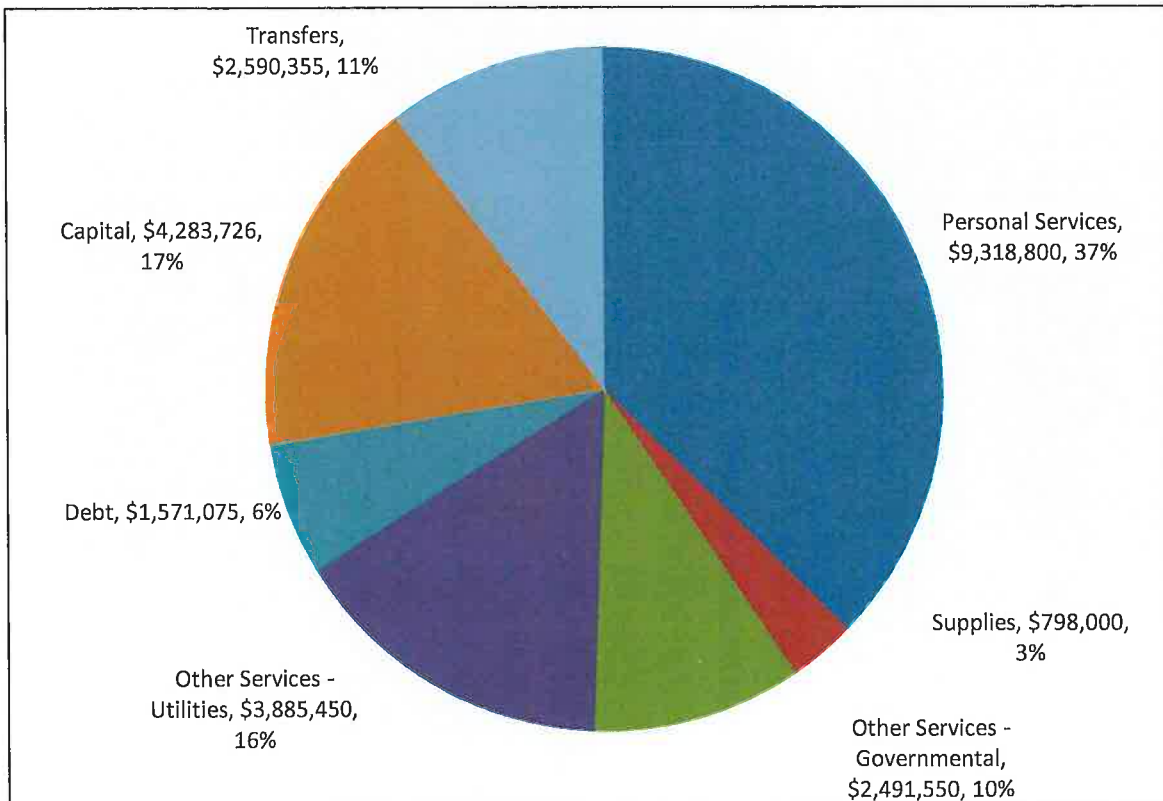
* - License and Permits, Fines & Forfeitures, Special Assessments, and Miscellaneous.

City of Cloquet 2025 Budget - All Funds

Revenues



Expenditures/Expenses



City of Cloquet
Summary Comparison of General Fund Expenditures & Financing Uses, Revenues & Financing Sources
2022 Actual through 2028 Planning

Descriptions	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 PROPOSED	2026 PLANNING	2027 PLANNING	2028 PLANNING	CHANGE ('25 to '24 BUDGET)	
								Dollars	Percent
Expenditures & Financing Uses:									
Council & Mayor	\$ 92,160	\$ 90,868	\$ 105,050	\$ 104,800	\$ 114,800	\$ 104,800	\$ 114,800	\$ (250)	-0.24%
Elections	23,750	-	25,700	-	25,700	-	25,700	\$ (25,700)	-100.00%
Administration	343,496	355,432	383,050	395,100	411,750	428,250	445,800	\$ 12,050	3.15%
Human Resources	155,886	159,522	166,925	173,275	180,675	188,575	196,825	\$ 6,350	3.80%
Finance	253,481	276,287	208,150	216,000	224,950	234,400	244,750	\$ 7,850	3.77%
Prosecution	178,729	266,797	150,000	150,000	150,000	150,000	150,000	\$ -	-
Managed Information Technology	56,067	57,197	63,500	63,500	63,500	63,500	63,500	\$ -	-
Building & Planning Services	258,119	266,059	273,975	283,375	297,775	391,375	324,575	\$ 9,400	3.43%
General Government Bldgs	133,849	126,467	150,900	138,450	142,350	146,300	149,800	\$ (12,450)	-8.25%
WLSSD District Wide Allocation	24,226	25,737	24,500	24,500	24,500	24,500	24,500	\$ -	-
Police & Other Public Safety	3,711,266	3,899,597	3,890,550	4,243,250	4,377,450	4,515,550	4,656,050	\$ 352,700	9.07%
Highways, Streets, & Roadways	1,803,139	1,980,528	1,864,700	1,920,250	1,994,800	2,063,050	2,130,100	\$ 55,550	2.98%
Snow Removal	49,811	74,835	60,000	60,000	60,000	60,000	60,000	\$ -	-
Street Lighting	205,990	136,559	142,500	142,500	145,000	147,500	150,000	\$ -	-
Weed Control	23,309	10,049	17,500	17,500	17,500	17,500	17,500	\$ -	-
Parks	589,152	567,698	678,550	731,200	744,550	760,200	774,050	\$ 52,650	7.76%
Hockey Arena	343,101	523,278	298,774	349,000	354,000	359,000	364,000	\$ 50,226	16.81%
Senior Center	18,896	25,883	15,400	15,400	15,600	15,700	15,800	\$ -	-
Community Development Oper	168,041	219,904	491,700	177,050	183,350	191,650	204,100	\$ (314,650)	-63.99%
Events Coordination	25,059	25,000	25,000	25,000	25,000	25,000	25,000	\$ -	-
Lodging Tax Distribution	71,390	73,341	52,250	52,250	52,250	52,250	52,250	\$ -	-
Other Financing Uses	200,000	200,000	200,000	200,000	200,000	200,000	200,000	\$ -	-
Total	\$ 8,728,916	\$ 9,361,037	\$ 9,288,674	\$ 9,482,400	\$ 9,805,500	\$ 10,139,100	\$ 10,389,100	\$ 193,726	2.09%
Revenues & Financing Sources:									
Taxes	\$ 2,452,672	\$ 2,651,848	\$ 2,463,850	\$ 2,870,922	\$ 3,157,581	\$ 3,480,164	\$ 3,730,164	\$ 407,072	16.52%
Licenses & Permits	140,298	132,222	173,150	173,150	173,150	173,150	173,150	\$ -	-
Intergovernmental	4,112,044	3,823,358	4,103,824	4,110,942	4,120,942	4,110,942	4,110,942	\$ 7,118	0.17%
Charges for Service	380,785	400,118	467,500	469,350	472,350	472,350	472,350	\$ 1,850	0.40%
Fines & Forfeits	65,304	78,426	60,000	60,000	60,000	60,000	60,000	\$ -	-
Investment Income	30,549	161,364	200,000	200,000	200,000	200,000	200,000	\$ -	-
Miscellaneous	488,843	372,202	370,300	428,000	431,500	432,500	432,500	\$ 57,700	15.58%
Other Financing Sources	1,113,960	1,218,280	1,150,050	1,170,050	1,190,050	1,210,050	1,210,050	\$ 20,000	1.74%
Total	\$ 8,784,456	\$ 8,837,819	\$ 8,988,674	\$ 9,482,414	\$ 9,805,573	\$ 10,139,156	\$ 10,389,156	\$ 493,740	5.49%
NET CHANGE	\$ 55,539	\$ (523,218)	\$ (300,000)	\$ 14	\$ 73	\$ 56	\$ 56	\$ 300,014	

General Fund Budget Changes

Expenditures & Financing Uses:

Elections

2024 Budget	2025 Proposed	Difference	Percentage Change
\$25,700	\$0	(\$25,700)	-100.00%

- Elections were removed for 2025.

Administration

2024 Budget	2025 Proposed	Difference	Percentage Change
\$383,050	\$395,100	\$12,050	3.15%

- Wage and benefit increases.

Human Resources

2024 Budget	2025 Proposed	Difference	Percentage Change
\$166,925	\$173,275	\$6,350	3.80%

- Wage and benefit increases.

Finance

2024 Budget	2025 Proposed	Difference	Percentage Change
\$208,150	\$216,000	\$7,850	-3.77%

- Wage and benefit increases.

Prosecution

2024 Budget	2025 Proposed	Difference	Percentage Change
\$150,000	\$150,000	\$0	0.00%

- No change.

Managed Information Technology

2024 Budget	2025 Proposed	Difference	Percentage Change
\$63,500	\$63,500	\$0	0.00%

- No change.

Building & Planning Services

2024 Budget	2025 Proposed	Difference	Percentage Change
\$273,975	\$283,375	\$9,400	3.43%

- Wage and benefit increases.

General Government Buildings

2024 Budget	2025 Proposed	Difference	Percentage Change
\$150,900	\$138,450	(\$12,450)	-8.25%

- Wage and benefit increases.

WLSSD District Wide Allocation

2024 Budget	2025 Proposed	Difference	Percentage Change
\$24,500	\$24,500	\$0	0.00%

- No change.

Police & Other Public Safety

2024 Budget	2025 Proposed	Difference	Percentage Change
\$3,890,550	\$4,243,250	\$352,700	9.07%

- Wage and benefit increases.
- Disability retired health insurance increase (entire expense to be reimbursed by State of MN - \$135,000).
- Uniforms increase of \$1,000.
- Electric service increase of \$1,000.
- Dues and subscriptions increase of \$1,000.

Highways, Streets & Roads

2024 Budget	2025 Proposed	Difference	Percentage Change
\$1,864,700	\$1,920,250	\$55,550	2.98%

- Wage and benefit increases.
- Motor fuels increase of \$5,000.
- Shop supplies increase of \$500.
- Chemicals increase of \$4,000.
- Blacktop increase of \$10,000.
- Sidewalk repair materials decrease of \$5,000.
- County Road Maintenance increase of \$500.
- Electric service decrease of \$275.
- Building maintenance increase of \$2,500.
- Vehicle maintenance increase of \$7,500.

- Water, sewer, garbage increase of \$300.
- Dues and subscription decrease of \$1,000.
- Computer maintenance increase of \$7,500.

Snow Removal

2024 Budget	2025 Proposed	Difference	Percentage Change
\$60,000	\$60,000	\$0	0.00%

- No change.

Street Lighting

2024 Budget	2025 Proposed	Difference	Percentage Change
\$142,500	\$142,500	\$0	0%

- No change.

Weed Control

2024 Budget	2025 Proposed	Difference	Percentage Change
\$17,500	\$17,500	\$0	0.00%

- No change.

Swimming Pond

2024 Budget	2025 Proposed	Difference	Percentage Change
\$110,400	\$137,800	\$27,400	24.82%

- Chemicals increase of \$1,400.
- Swimming pond contracted labor increase of \$23,500.
- Water, sewer, stormwater increase of \$2,500.

Hockey Arena

2024 Budget	2025 Proposed	Difference	Percentage Change
\$298,774	\$349,000	\$36,000	16.81%

- Electric service increase of \$35,000.
- Garbage service increase of \$2,000
- Building maintenance increase of \$13,200.

Park Areas

2024 Budget	2025 Proposed	Difference	Percentage Change
\$568,150	\$593,400	\$25,250	4.44%

- Wage and benefit increase.
- Operating maintenances supplies increase of \$2,500.
- Water, sewer, garbage increase of \$1,000.
- Garbage service increase of \$3,000

Senior Center

2024 Budget	2025 Proposed	Difference	Percentage Change
\$15,400	\$15,400	\$0	0%

- No change.

Community Development Operations

2024 Budget	2025 Proposed	Difference	Percentage Change
\$491,700	\$177,050	-\$314,650	-63.99%

- Wage and benefit increases.
- Broadband budget of \$300,000 removed in 2025.
- Housing consultant removed in 2025.

Events Coordination

2024 Budget	2025 Proposed	Difference	Percentage Change
\$25,000	\$25,000	\$0	0.00%

- No change.

Lodging Tax Distribution

2023 Budget	2024 Proposed	Difference	Percentage Change
\$52,250	\$52,250	\$0	0.00%

- No change.

Other Financing Uses

2023 Budget	2024 Proposed	Difference	Percentage Change
\$200,000	\$200,000	\$0	0.00%

- No change.

Revenues & Financing Sources

Taxes – General Fund

2024 Budget	2025 Proposed	Difference	Percentage Change
\$2,463,850	\$2,870,922	\$407,000	16.52%

Licenses & Permits

2024 Budget	2025 Proposed	Difference	Percentage Change
\$173,150	\$173,150	\$0	0%

Intergovernmental

2024 Budget	2025 Proposed	Difference	Percentage Change
\$4,103,824	\$4,110,942	\$7,118	0.17%

Charges for Services

2024 Budget	2025 Proposed	Difference	Percentage Change
\$467,500	\$469,350	\$1,850	0.40%

Fines & Forfeits

2024 Budget	2025 Proposed	Difference	Percentage Change
\$60,000	\$60,000	\$0	0.00%

Investment Income

2024 Budget	2025 Proposed	Difference	Percentage Change
\$200,000	\$200,000	\$0	0%

Miscellaneous

2024 Budget	2025 Proposed	Difference	Percentage Change
\$370,300	\$428,000	\$57,700	10.12%

Other Financing Sources

2024 Budget	2025 Proposed	Difference	Percentage Change
\$1,150,050	\$1,170,050	\$20,000	1.74%

Library Budget Changes

Expenditures and Financing Uses:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$789,250	\$855,250	\$66,000	8.36%

- Wage and benefit increases.

Revenues and Financing Sources:

Taxes

2024 Budget	2025 Proposed	Difference	Percentage Change
\$561,000	\$634,000	\$73,000	13.01%

Charges for Services:

2023 Budget	2024 Proposed	Difference	Percentage Change
\$10,000	\$15,000	\$5,000	50.00%

Miscellaneous:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$7,000	\$7,000	\$0	0.00%

Other Financing Sources:

2023 Budget	2024 Proposed	Difference	Percentage Change
\$200,000	\$200,000	\$0	0.00%

General Obligation Swimming Bond Debt Service Budget Changes

Expenditures and Financing Uses:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$103,750	\$101,950	(\$1,800)	-1.73%

- Updated principal and interest expenses.

Revenues and Other Financing Sources:

Taxes:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$83,500	\$83,500	\$0	0.00%

- No changes.

General Obligation Library Facilities Debt Service Budget Changes

Expenditures and Financing Uses:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$95,000	\$93,300	(\$1,700)	-1.79%

- Updated principal and interest expenses.

Revenues and Other Financing Sources:

Taxes:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$98,150	\$94,000	(\$4,150)	-4.23%

Public Works Reserve Budget Changes

Expenditures and Financing Uses:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$638,700	\$610,000	(\$28,700)	-4.49%

- Police motor vehicles being purchased with public safety aid money received from the State of MN in December 2023.
- Dump truck budgeted for 2025.
- Emerald Ash Bore included but covered by grant revenue.
- Streets department includes a pickup truck.
- Parks department includes a pickup truck and replacement of Little Peoples playground equipment

Revenues and Other Financing Sources:

Taxes:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$388,700	\$310,500	(\$78,200)	-20.12%

Intergovernmental:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$70,000	\$100,000	\$30,000	42.86%

- Grant for Emerald Ash Bore

Miscellaneous:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$35,000	\$35,000	\$0	0.00%

Other Financing Sources:

2024 Budget	2025 Proposed	Difference	Percentage Change
\$145,000	\$109,500	(35,500)	-24.48%

2025 Property Tax Levy Comparison

	2024 Budget	2025 Proposed	Difference	Percentage Change
General	\$2,408,850	\$2,815,922	\$407,072	16.90%
Library	\$561,000	\$634,000	\$73,000	13.01%
GO Swimming Pond	\$83,500	\$83,500	\$0	0.00%
GO Library	\$98,150	\$94,000	(\$4,150)	-4.23%
Permanent Improvement	\$0	\$0	\$0	0.00%
Public Works Reserve	\$388,700	\$310,500	(\$78,200)	-20.12%
Total	\$3,540,200	\$3,937,922	\$397,722	
Levy Change	2.85%	11.23%		

	<u>TOTAL</u> <u>WAGES</u>	<u>TOTAL</u> <u>BENEFITS</u>	<u>WAGES</u> <u>& BENEFITS</u>	<u>%</u> <u>Difference</u>
2024 Administration	\$227,669	\$70,392	\$298,061	
2025 Administration	\$236,449	\$71,722	\$308,171	
Difference	\$8,780	\$1,330	\$10,111	3.39%
2024 Human Resources	\$126,700	\$21,095	\$147,795	
2025 Human Resources	\$131,482	\$21,820	\$153,302	
Difference	\$4,782	\$724	\$5,507	3.73%
2024 Finance	\$139,471	\$39,230	\$178,701	
2025 Finance	\$145,268	\$40,108	\$185,376	
Difference	\$5,797	\$878	\$6,675	3.74%
2024 Building Maintenance	\$60,750	\$27,154	\$87,904	
2025 Building Maintenance	\$63,111	\$30,236	\$75,397	
Difference	\$2,361	\$3,083	(\$12,507)	-14.23%
2024 Community Developm	\$113,850	\$35,198	\$149,048	
2025 Community Developm	\$118,379	\$35,884	\$154,264	
Difference	\$4,529	\$686	\$5,216	3.50%
2024 Building & Planning	\$180,700	\$63,239	\$243,939	
2025 Building & Planning	\$187,854	\$64,360	\$252,213	
Difference	\$7,154	\$1,121	\$8,275	3.39%
2024 Police	\$2,182,855	\$846,252	\$3,029,106	
2025 Police	\$2,453,046	\$897,641	\$3,350,687	
Difference	\$270,191	\$51,390	\$321,581	10.62%
2024 Streets & Highways	\$957,305	\$344,928	\$1,302,233	
2025 Streets & Highways	\$985,783	\$348,255	\$1,334,038	
Difference	\$28,478	\$3,327	\$31,805	2.44%
2024 Parks	\$198,724	\$48,363	\$247,087	
2025 Parks	\$200,605	\$63,123	\$263,728	
Difference	\$1,881	\$14,760	\$16,641	6.73%
2024 Library	\$473,471	\$145,331	\$618,802	
2025 Library	\$516,903	\$168,961	\$685,863	
Difference	\$43,432	\$23,630	\$67,062	10.84%
2025 General Fund Total Wages			\$6,077,177	
2025 General Fund Budgeted Exp.			\$9,450,474	
Wages % of Budget			64.31%	
Total Wage Increases			\$460,364	
Total Levy Increase			\$397,722	



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Tim Peterson, City Administrator *TP*
Date: September 3, 2024

ITEM DESCRIPTION: Consideration of HRA Appointment

Proposed Action

The City Council is asked to discuss the appointments of Kathleen Randall and Laura Snyder to serve on the Cloquet Housing and Redevelopment Authority (HRA).

Background/Overview

Attached are two applications of interest, from Ms. Randall and Ms. Snyder to serve on the HRA Board filling two vacancies left by board members JoAnn Vanderjagt and Stephanie Bjorklund. Ms. Randall will begin a new term that will expire June 30, 2029 and Ms. Vanderjagt will complete Vanderjagt's term which expires June 30, 2025.

The HRA has a five-member Board of Directors to oversee operations. The terms are staggered five-year terms.

Policy Objectives

To keep the various City Boards, Commissions and Committees at full membership as identified by the City Council or under City Code. Section 2.2.05 of the Code addresses the membership and terms of the HRA. The HRA is further governed by 469 of Minnesota Statute.

Financial/Budget/Grant Considerations

None.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- HRA Recommendation
- Applications

Kristine St.Arnold

From: Shari Oslon <shari@cloquetcarltonhra.org>
Sent: Tuesday, August 20, 2024 12:35 PM
To: Tim Peterson; Kristine St.Arnold
Cc: slatercindy@hotmail.com
Subject: Candidates for Housing Redevelopment Authority

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.

The HRA Board has discussed and met with the candidates and accept them to becoming board members and will after the Cloquet City Council meeting.

Shari Olson
Interim Executive Director
Cloquet Carlton Housing Redevelopment Authority
218-879-3353



ADMINISTRATIVE OFFICES

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

Application for Appointment to
Advisory Boards and Commissions

Name: <i>Laura Jean Snyder</i>		Date: <i>7-30-2024</i>	
Address			
Email:			
Home Phone: <i>N/A</i>	Work Phone: <i>N/A</i>	Cell Phone:	
How long have you lived in Cloquet? <i>25 years moved away for 6 1/2 years</i>	Years/Months:	Which Ward?	
What Cloquet community activities have you been involved in? <i>I volunteered at Salvation Army & food shelves.</i>			
Please describe any previous experience you have which is similar to serving on a volunteer Advisory Board/Commission. <i>I was on Resident Council</i>			
Do you have a preferred Board/Commission that you are interested in serving on?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If yes, fill in the name of Board/Commission: <i>Cloquet HRA</i>			
Would you consider an alternate appointment?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, which one?			
Please describe any schedule conflicts with the regular meeting schedules for the Board/Commissions i.e., routine travel, work schedules and the like.			
Why do you wish to be on a Board/Commission? <i>I believe we need someone who has lived in public housing to help with issues that are brought up.</i>			
Please describe any other relevant information you would like us to know.			

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



ADMINISTRATIVE OFFICES

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

Application for Appointment to
Advisory Boards and Commissions

Name: Kathleen E Randall		Date: 7/29/24
Address		
Email: kathyrandall218@msn.com		
Home Phone:	Work Phone:	Cell Phone:
How long have you lived in Cloquet? 8/94 - 8/2019 6/24 - present	Years/Months:	Which Ward?
What Cloquet community activities have you been involved in? Afscme Union VFW Auxiliary - I was also on Housing Board		
Please describe any previous experience you have which is similar to serving on a volunteer Advisory Board/Commission. I served on the Housing Board prior to 2019		
Do you have a preferred Board/Commission that you are interested in serving on?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If yes, fill in the name of Board/Commission: Housing Board		
Would you consider an alternate appointment?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If yes, which one?		
Please describe any schedule conflicts with the regular meeting schedules for the Board/Commissions i.e., routine travel, work schedules and the like. NONE		
Why do you wish to be on a Board/Commission? Because I feel that I would be an asset to the board		
Please describe any other relevant information you would like us to know. I worked for Carlton City for 25 yrs. I retired in 2019, & moved to St Louis City so I had to give up my seat on the board. I have now moved back to Cloquet.		

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



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James Barclay, Assistant City Administrator & HR Director
Reviewed by: Tim Peterson, City Administrator *TR*
Date: September 3, 2024

ITEM DESCRIPTION: Teamsters Local Union No. 320 Labor Agreement - Tentative Settlement

Proposed Action

Staff recommends that the City Council move to approve the three-year Labor Agreement between Teamsters 320 (Police Command Staff) and the City and authorizes the Mayor and City Administrator to execute such Agreement.

Background/Overview

The City's current Labor Agreement with Teamsters 320 expired on 12/31/23. This was a three-year Agreement negotiated in 2020. Since mid-September 2023, the City has been negotiating with this unit on a variety of terms and conditions of employment. Contractual items that were agreed on mirror the Council's previously agreed contract with the other Teamsters unit for the same period.

The Union and City have reached a tentative Agreement. The key changes of the settlement are highlighted in yellow on the attached draft agreement.

Policy Objectives

There are two critical statutory laws that the City must follow that relates to collective bargaining and pay. The Minnesota Public Employment Labor Relations Act (MNPELRA), MN Statutes §179A, is the primary law governing public sector collective bargaining. This law defines rights and obligations of employers and employees during union activities.

The second law which is critical is the Minnesota Pay Equity Act. This act requires that each local government analyze its pay structure for evidence of inequities. The City of Cloquet is required to report its wage and benefit results to the State of Minnesota every three years to assure that it is in compliance with this Act.

Financial/Budget/Grant Considerations

Wages are proposed to increase 6% in 2024, 5% in 2025 and 4% in 2026 and a \$1.78 per hour increase effective July 1, 2024 as previously agreed to by the Council.

Advisory Committee/Commission Action

The City negotiating committee has recommended its support for approval of the proposed settlement.

Supporting Documentation Attached

- Draft Agreement

LABOR AGREEMENT

BETWEEN

THE CITY OF CLOQUET, MINNESOTA

AND

**MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES' UNION, LOCAL #320**

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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ARTICLE 1. INTRODUCTION

- 1.1 This Agreement is entered into between the City of Cloquet, hereinafter referred to as “Employer,” and Minnesota Teamsters Public and Law Enforcement Employees’ Union, Local #320, hereinafter referred to as the “Union”. The intent and purpose of this Agreement is to include the terms of the negotiated agreement on terms and conditions of employment required under the Public Employment Labor Relations Act.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative of all licensed essential supervisory employees employed by the Employer in the classifications of Police Chief and Commander, who are public employees within the meaning of Minnesota Statutes, Section 179A.03, subd. 14, excluding confidential and all other City employees.

ARTICLE 3. DEFINITIONS

- 3.1 Union: Teamsters General Local Union 320.
- 3.2 Employer: The City of Cloquet.
- 3.3 Employee: An Employee in the appropriate unit that the Union is the exclusive representative of.

ARTICLE 4. UNION SECURITY

- 4.1 The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) representing the bargaining unit upon execution of this Agreement and thereafter promptly certify to the Employer any successor business representative(s) representing the bargaining unit.
- A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
1. There shall be no more than 1 steward.
 2. The Employer agrees to allow the steward a reasonable amount of time off for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption. The employer must approve the time off. The steward shall notify the Employer upon resumption of their work.

- B. A non-employee business representative of the Union, previously certified to the Employer as provided herein, may, with prior notice to and approval of the Employer, come on the premises of the Employer for the purpose of bargaining and processing grievances.

4.2 In recognition of the Union as the exclusive representative:

- A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and
- B. The Employer shall remit such deductions as requested by the Union; and
- C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of Section 2 of this Article.

ARTICLE 5. EMPLOYER AUTHORITY

5.1 The Employer retains the full and unrestricted right to operate and manage all staffing, facilities, methods, and equipment; to establish, modify, and eliminate functions, positions, job classifications, and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organization structure; to select, direct and determine the number of and specific personnel; to establish work schedules and working hours; to assign Employees hours of work, overtime, duties, tasks, and jobs; to hire, promote, transfer, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reason; to make and enforce reasonable rules and regulations; to contract for goods and services; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this Agreement to the extent practicable; and to perform any inherent managerial function not specifically limited by this Agreement.

5.2 The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement, are retained by the Employer.

5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

5.4 The Employer's rights specified in Section 5.1 above will not be deemed to exclude other inherent management rights or management functions not expressly delegated in this Agreement.

- 5.5 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 6. INSURANCE

- 6.1 The City will offer a group health insurance plan. All plan provisions are governed by the Summary Plan Description (SPD) and not by the labor contract. However, this Article is not to be construed as limiting the Employer to any set insurance carrier.
- 6.2 Each regular employee shall be covered under the Teamsters Health Insurance Plan(s) for each employee who has been on the payroll thirty days (30) or more.
- 6.3 The City shall pay a minimum of eighty (80%) percent of the monthly premium for coverage as offered by the Teamster's health insurance plan. the City. The City shall deduct from each eligible and enrolled Employee's salary or wages the remaining amount but not more than twenty (20%) percent of such premiums.

Beginning January 1, 2021, any premium cost in excess of nine hundred and eighty six dollars shall be paid thirty (30) percent by the employee and seventy (70) percent by the Employer. Such contributions shall be limited only for the premiums of the Teamsters Local 346 Health Plan E, Dental Plan G, and Vision Plan F. The figures contained herein are intended for the sole purpose to assists employees with these insurances. Under no circumstances will the employees overall contribution exceed 20% of the total premium cost.

- 6.4 An employee may opt out of the Teamster's health insurance plan upon provision of proof of other health insurance coverage during annual open enrollment period each year. Employees electing to opt out shall receive a \$187.50 quarterly payment (\$750 total per year) paid with the last payroll of each quarter. An employee may only re-enroll in the health plan upon a qualifying event as determined by the IRS and/or health insurance carrier. Upon re-enrollment, no further payments shall be required. The quarterly payment shall be made to the employee's existing HRA account. In the case the employee/employee's spouse is otherwise contributing to an HSA the payment shall be made to the employee's deferred compensation account. Failure to meet opt-out criteria during the City's annual open-enrollment period will result in automatic enrollment in single insurance coverage.
- 6.5 Both parties agree to open the agreement for the discussion of Article 6 – Insurance, if the Teamsters make coverage changes available during the term of this agreement. The Union will inform the City of any such coverage options and agreement must be reached between the Union and the City prior to the City being obligated to any change in City share of expense.

- 6.6 By the execution of this Agreement the City authorizes the Employers Association which are party hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- 6.7 Claims-Against the Employer: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.
- 6.8 Duration of Insurance Contribution: An employee is eligible for Employer contributions as provided in this Article as long as the employee is employed by the Employer. Upon termination of employment, all insurance benefits shall cease as well as all employer participation and contribution shall cease effective on the first non-working day.
- 6.9 Employer agrees to provide insurance to protect officers in the event that officers are charged with false arrest, etc. up to the maximum of exposure of Minnesota Statutes 466.01 et. seq. or the maximum of the City's insurance coverage, whichever is greater.
- 6.10 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as comply with the Act and avoid any penalties, taxes or fines for the Employer.
- 6.11 Each regular employee shall be insured with a \$50,000 term life insurance policy.
- 6.12 Paid Family and Medical Leave Act (PFML). Beginning January 1, 2026 and continuing until the PFML act is changed, PFML premiums, based on an employee's taxable wages, will be paid half by the employer and half by the employee. An amount determined annually by the administrator of the program MN DEED.

ARTICLE 7. PROBATIONARY PERIOD

- 7.1 All newly hired or rehired Employees will serve a twelve (12) month probationary period (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the Employee and Union. At any time during the probationary period an Employee may be disciplined or terminated at the sole discretion of the Employer.
- 7.2 The probationary period shall also apply to all promotions to a job classification with higher duties and responsibilities and base pay rate on a regular and ongoing basis and reclassifications within the bargaining unit. If, during the promotional or reclassification

probationary period, the Employee does not meet the Employer's standards of performance, the Employee may be disciplined, demoted to his or her previous classification, or terminated at the sole discretion of the Employer.

ARTICLE 8. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

8.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

8.2 UNION REPRESENTATIVES

The Employer will recognize Representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors within five days of such designation.

8.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union representative shall be allowed a reasonable amount of time without pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

8.4 PROCEDURE

Grievances, as defined by Section 8.1, shall be resolved in conformance with the following procedure:

- Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the first occurrence of the event constituting such alleged violation, sign and present such grievance in writing to the City's Human Resource Director as designated by the Employer. The Employer designated Step 1 representative must receive the grievance. The Employer designated Step 1 representative will discuss the matter with the grievant and Union representative and give an answer to such Step 1 grievance to the Union representative within ten (10) calendar days after discussion.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, shall be signed by the grievant and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in

writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

- Step 2. If appealed to Step 2, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative (City Administrator). The Employer designated Step 2 representative must receive the grievance. The Employer-designated representative shall give the Union representative the Employer's Step 2 answer in writing within ten (10) calendar days after discussion of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

- Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer designated Step 3 representative must receive the grievance. The Employer-designated representative shall give the Union representative the Employer's answer in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3.

Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of such Step 3 grievance final answer shall be considered waived. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3.

- Step 4. The Union shall notify the Employer of a grievance unresolved in Step 3 and appealed to Step 4 in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to mediation.

A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER's final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

- Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of that the Union is submitting the matter to arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a

list of arbitrators. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must contact the Employer within ten (10) calendar days of the date that the Bureau of Mediation Services has mailed the parties a list of arbitrators in order to strike arbitrators or notify the Employer of an objection to the list of arbitrators. The Employer will have a similar obligation to the Union to be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The matter will be then be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act.

- 8.5 A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions on whether the Employer violated any law, rule, or regulation, except to determine whether a decision would be contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented. Any award issued by an arbitrator will only be in force and effect while the labor contract in force and effect at the time that the grievance arose is in force and effect.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. Testimony or participation of other Employees will not be paid by the Employer except as provided in this Article or as otherwise required by law. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

8.6 WAIVER

If a grievance is not presented within the time limits set forth above or fails to comply with any other requirements in this Article, it shall be considered waived. If a grievance is not appealed to the succeeding Step within the specified time limit or any agreed or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and

immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union.

8.7 NO GROUP OR CLASS ACTION GRIEVANCES

Class action or group grievances are not permitted pursuant to this Agreement. Grievances must personally affect the named grievant.

8.8 SINGLE INSTANCE

A grievance can only involve one specific instance on one specific date of the Employer's interpretation or application the Employee and union dispute or disagree with. If a grievance does not comply with this section, such grievance is null and void.

8.9 CHOICE OF REMEDY

If the event giving rise to the grievance is appealed to any procedure other than the grievance procedure in this Article at any time, the matter is not subject to the grievance procedure in this Article nor arbitration under such procedure.

ARTICLE 9. DISCIPLINE

9.1 Nothing in the Agreement shall abridge the Employer's right to discipline. Any such written discipline for Employees not in their probationary period may be pursued as a grievance under the grievance procedure in Article 8.

ARTICLE 10. HOLIDAYS

10.1 The following legal holidays shall be observed:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
July 4th	1 Floating Holiday
Labor Day	

There shall be no banking or carryover from year to year of any holiday listed above.

10.2 If a holiday falls on a Saturday, the preceding Friday shall be considered a legal holiday. If a holiday falls on a Sunday, the following Monday shall be considered a legal holiday.

10.3 Employee must be working or on paid leave the last regular working day before holiday and first regular working day after holiday or holiday pay is forfeited.

ARTICLE 11. VACATION

11.1 Regular full-time Employees shall accrue vacation leave according to the schedule detailed in Section 2. No other types of Employees are eligible for or shall accrue

vacation leave with pay. A probationary Employee shall be eligible to use or be paid for accrued leave upon hire.

- 11.2 Any eligible Employee who has been continuously employed by the City shall be credited with vacation according to the following schedule:

Years of Continuous Service	Hours/ Vacation Pay Period	Maximum Year-end Hours per year	Carryover into the next year
0-5	3.5	91	110
6-10	5.00	130	130
11-15	8.0	208	208
16+	9.5	247	247

During any calendar year there shall not be any limitation to the amount of vacation time that any Employee may accumulate. Employees whose accrued leave exceeds their cap on December 31 will lose all of the time that exceeds the cap.

- 11.3 Vacation shall not accrue during leaves of absence unless required under State or Federal regulations.
- 11.4 Vacation leave may be used as earned, subject to the approval of the department head to the time at which it is taken.
- 11.5 If an employee is discharged or leaves their work for their own benefit, they shall be compensated for all accrued and unused vacation at the date of separation.
- 11.6 An employee using earned vacation leave shall accrue vacation leave during such use. When a holiday or holidays shall occur during an employee's vacation, they shall not be required to use accrued vacation leave for those days.

ARTICLE 12. EARNED SICK AND SAFE TIME (ESST)

12.1 Regular full-time employees shall accumulate four (4) hours of Earned Sick and Safe Time (ESST) per pay period to a maximum accumulation of nine hundred sixty (960) hours. ESST accumulation beyond the nine hundred sixty (960) hours shall be banked in a separate individual catastrophic ESST account to be used only when that Employee's regular ESST is completely exhausted in the case of a major illness or medical problem of the Employee or Employee's family member as defined under Section 2 which results in the Employee being unable to work for a period of 31 days or more. The Employer reserves the right to ask the employee for a note from a doctor excusing the absence for absences of 3 days or more as deemed necessary by the Employer.

12.2 Employees shall also be allowed to use ESST for the employee or family member's mental or physical illness, treatment or preventive care; (Illness) The employee or family member's absence due to domestic abuse, sexual assault or stalking; (safety) Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; (closure) and When

determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease. (illness)

Further, an Employee shall also be allowed to use up to 160 hours of ESST in any 12 month period. The City of Cloquet utilizes a twelve (12) month "rolling" period measured forward from the date the employee's first leave begins for absences due to illness or injury of the Employee's: child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis; Spouse, or registered domestic partner; Sibling, step sibling or foster sibling; Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child; Grandchild, foster grandchild or step grandchild; Grandparent or step grandparent; Child of a sibling (niece, nephew); Sibling of your parents (aunts, uncles); Child-in-law or sibling-in-law; Any of the above family members of a spouse or registered domestic partner; Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; Up to one individual annually designated by the employee.

12.3 Each Employee shall have available two (2) days of funeral leave per year to be used for death in the Employee's immediate family as described in Section 7. This benefit shall not accrue from year to year and is separate from ESST. After the two (2) days of leave are exhausted, additional ESST allowance for a death in an Employee's immediate family shall be up to three (3) days per occurrence for any distance less than 250 miles and five (5) days for anyone who has to travel more than 250 miles to a funeral for an immediate family member. The maximum number of days off per occurrence is five (5) days.

12.4 WORKER'S COMPENSATION

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the Employee's regular pay and Workers' Compensation insurance payments as long as the Employee is eligible for Workers' Compensation insurance payments. The difference in pay shall be charged to the Employee's ESST, vacation, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day initial waiting period shall be charged to the Employee's ESST account less Workers' Compensation insurance payments unless the Employee elects not to use accrued ESST and opts to not be paid for this time.

12.5 Misuse of ESST benefits shall be just cause for disciplinary action and/or discharge.

12.6 Employees shall be allowed on a voluntary basis to transfer ESST from their accrued unused ESST account to that of another Employee in need consistent with the City's Leave Donation Policy.

12.7 Upon retirement employees shall receive 33% of accumulated ESST, not to exceed three hundred sixteen (316) hours, to be paid at the Employee's current rate of pay. Retirement means retirement of the employee after the Employee's 50th birthday, the employee has fifteen (15) years of accumulated active duty with the employer and is eligible for PERA retirement benefits.

ARTICLE 13. HOURS OF WORK

- 13.1 The basic work week shall be five (5) eight (8) hour days per week, Monday through Friday.
- 13.2 All employees shall be granted a fifteen (15) minute rest period in the morning and a ten (10) minute rest period in the afternoon.
- 13.3 Employees may work special events or projects outside “normal” scheduled shifts only when said hours are funded by external sources and result in zero (\$0.00) cost to the City i.e. pay, benefits or taxes and if the shifts for those special events or projects are not filled or able to be filled by local 346 members of the department. At no time shall Employees work a shift or bump another officer to make said shift available.

ARTICLE 14. WAGES

- 14.1 Employees will be compensated as outlined in Appendix A. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern.
- 14.2 Employees below the top step will move to the next step on the pay plan upon obtaining an overall satisfactory rating on their annual performance evaluation. This step increase will be effective on the beginning of the first full pay period following the new year. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern. In no event may an employee move beyond the top step of the pay plan.

ARTICLE 15. SENIORITY

- 15.1 Seniority shall be defined as the length of continuous service with the Employer.
- 15.2 The Employer shall maintain a seniority list of all employees covered by this Agreement.
- 15.3 Seniority shall terminate when an employee is separated from employment.
- 15.4 Seniority shall not accrue under the following conditions:
- 1 During a period of layoff;
 - 2 During a period of an unpaid leave of absence other than military leave or other applicable law; or
 - 3 During a period in which the employee is not in employment status.
- 15.5 Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority, ability to perform available work and work performance within the department as determined by

the Employer's review of performance evaluations, instances of counseling and discipline.

- 15.6 An employee's right to recall shall exist for twelve (12) months after the employee's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the Employer. It shall be the employee's duty to notify the Employer of any address change. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the employee on layoff is qualified shall terminate all right to recall.
- 15.7 If the City restructures the command staff which results in elimination of a command staff position(s) and the layoff of an employee, the laid off employee will be ranked at the top of an eligible list for Patrol Officer job classification. The laid off employee will remain on the eligible list through the earliest of the following date: (i) 12 months after the final date of employment that resulted from the layoff; (ii) they are offered employment as a Patrol Officer, but reject the offer; or (iii) they begin employment in another job classification in the City.

ARTICLE 16. UNIFORMS

- 16.1 The Employees will be provided any items and/or allowance as established by Employer.

ARTICLE 17. SAVINGS CLAUSE

- 17.1 This agreement is subject to the laws of the United States, the State of Minnesota, and the City. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 18. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 18.1 This Agreement shall represent the complete agreement between the Union and the Employer.
- 18.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this

Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

18.3 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.

18.4 The parties shall not be bound to continue any practice.

ARTICLE 19. MUTUAL CONSENT

19.1 This Agreement may be amended any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE 20. DURATION

20.1 This Agreement will be effective January 1, 2024 and shall remain in full force and effect until December 31, 2026.

In witness whereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

FOR THE CITY OF CLOQUET

FOR TEAMSTERS GENERAL
LOCAL 320

Its Mayor

Union Representative

Its City Administrator

Date: _____

Date: _____

Appendix "A" Wages Proposals

Increase the Compensation Schedule based upon the following:

January 1, 2024

- On 1/1/24 all employees shall receive a 6% pay raise
- On 7/1/24 a Market Adjustment of \$1.78 per hour
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

January 1, 2025

- On 1/1/25 all employees shall receive a 5% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

January 1, 2026

- On 1/1/26 all employees shall receive a 4% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

(01-01-24) Teamsters 6%							
2024 Teamsters 320 Union Positions							
\$1.78 Mkt Adj Applied Effective 1 July Forward							
<u>Job Classification</u>	<u>Grade</u>	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Chief	21	610	\$94,351.30	\$100,939.62	\$107,997.20	\$115,557.45	\$123,656.17
Patrol Commander	18	485	\$79,516.08	\$85,047.76	\$90,973.44	\$97,321.17	\$104,121.02
Administrative/Investigative Commander	18	470	\$79,516.08	\$85,047.76	\$90,973.44	\$97,321.17	\$104,121.02

2025 Teamsters 320 Union Positions 5%							
<u>Job Classification</u>	<u>Grade</u>	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Chief	21	610	\$101,012.63	\$107,930.37	\$115,340.82	\$123,279.08	\$131,782.74
Patrol Commander	18	485	\$85,435.64	\$91,243.91	\$97,465.87	\$104,130.99	\$111,270.83
Administrative/Investigative Commander	18	470	\$85,435.64	\$91,243.91	\$97,465.87	\$104,130.99	\$111,270.83

2026 Teamsters 320 Union Positions 4%							
<u>Job Classification</u>	<u>Grade</u>	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Chief	21	610	\$105,053.13	\$112,247.58	\$119,954.45	\$128,210.24	\$137,054.05
Patrol Commander	18	485	\$88,853.07	\$94,893.67	\$101,364.50	\$108,296.23	\$115,721.66
Administrative/Investigative Commander	18	470	\$88,853.07	\$94,893.67	\$101,364.50	\$108,296.23	\$115,721.66



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Tim Peterson, City Administrator
Date: September 3, 2024

ITEM DESCRIPTION: West End Flourish Street Closure Request

Proposed Action

Staff recommends that the City Council move to approve the request from the West End Flourish September Celebration planning committee to close portions of Avenues B and C and Vine Street, as well as use of the city owned parking lots at the VFW and Wentworth Park for the West End Flourish September Celebration.

Background/Overview

The City has received a street closure request from Ivan Hohnstadt on behalf of the West End Flourish September Celebration planning committee for the closure of Avenues B and C from Broadway to Arch Street and Vine Street between Avenues B and C and use of the parking lots at the VFW and Wentworth Park for the West End Flourish September Celebration on September 14, 2024.

The West End Flourish September Celebration is a partnership between the City and the Artists on Mainstreet Program featuring food trucks, artists, crafters, musicians, activities for kids and more. The celebration will take place from 10:00 a.m. to 5:00 p.m.

Policy Objectives

N/A

Financial/Budget/Grant Considerations

N/A

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Street closure application



STREET CLOSURE APPLICATION

(Application must be submitted at least 30 days prior to the date of street closing)

Applicant Information			
Name:	Pine Knot News, Attn: Ivan Hohnstadt		
Address:	122 Ave C, Cloquet MN 55720		
Phone:	218-878-9332 (O) / 218-391-3696 (M)		
email:	cloquetwestend@gmail.com		
Street Closure / Event Details			
Street Name:	Aves. B&C from Arch St to Broadway St, Vine St., VFW & Wentworth Park parking lots		
Between:	10 a.m.	and	5 p.m.
Attach a detailed map or drawing of route if event includes multiple street or intersection closures			
Date of Event:	Saturday, September 14		
Start time of closure:	10 a.m.	End time of closure:	5 p.m.
Event:	West End September Celebration		
Describe Event in Detail:			
a family friendly community celebration featuring local food trucks, artists, crafters, vendors, makers, musicians busking, businesses, nonprofit organizations, car show, kids games and activities. Aves. B & C between Arch and Broadway Streets including Wentworth Park adjacent parking lot and Vine Street. The area will be filled with vendors, entertainment and activities from 11 a.m. to 4 p.m.			
Estimated Attendance:	1,000-2,000		
Second Contact Person			
Name:	Jana Peterson		
Phone:	218-213-1231	email:	jana.peterson@pineknotnews.com
Other Information (if applicable)			
Will alcohol be served?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, additional liquor license is required)		
Will there be music?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please explain)		
Musicians busking with minimal amplification. i.e.. guitar, amplifier and microphone			
Will there be food ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please explain)		
Licensed food vendors/food trucks.			
Who will clean up and remove trash?	Cloquet Sanitary Service will provide garbage cans. Volunteers will police the area.		
Other Information:			
This event is a continuation of the West End Flourish grant the Pine Knot News received in 2021 & 2022 through the city of Cloquet's Economic Development Authority. The event has been well received by the community and the businesses in the West End. The Pine Knot News would like to continue this community festival and celebrate our neighborhood.			
Signature of Applicant:			Date: 8-29-2024
Public Works	Approved:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Signature:			Date:
Copy Distribution:	<input type="checkbox"/> Applicant	<input type="checkbox"/> Police	<input type="checkbox"/> CAFD

Return to: City Administrator's Office, 1307 Cloquet Avenue, Cloquet MN 55720 (ph: 218-879-3347)