



CITY OF CLOQUET

**City Council Agenda
Tuesday, February 21, 2023
6:00 p.m.
City Hall Council Chambers**

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
 - a. Approval of February 21, 2023 Council Agenda
4. **Approval of Council Minutes**
 - a. Work Session and Regular Council Minutes from the February 7, 2023 Meeting
5. **Public Comments**

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

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

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

None.
8. **Presentations**

None.



**City Council Agenda
Tuesday, February 21, 2023
6:00 p.m.
City Hall Council Chambers**

9. Council Business

- a. Resolution No. 23-09, A Resolution Adopting Policies for Administration of MN Department of Employment & Economic Development Small Cities Development Program
- b. Ordinance No. 506A, An Ordinance Amending Chapter 5 of the Municipal Code to Remove the ATV Permit Requirements – First Reading
- c. Ordinance No. 505A, An Ordinance Amending City Code Section 9.2 Project Labor Agreements to Amend the Definition of “Covered Project” – First Reading

10. Council Comments, Announcements, and Updates

11. Adjournment

Cloquet Council Chambers
5:15 P.M. February 7, 2023

5:00 Work Session

Community Development Director Holly Hansen and EDA members addressed Council regarding concerns about current city code Section 9.2 Project Labor Agreements as it impacts private development projects. The EDA is requesting City Council amend this section of City Code to improve city policy impacts on private development projects. Councilors agreed to move forward with this issue as an agenda item at the February 21, 2023 meeting.

6:00 Regular Meeting

OATH OF OFFICE

City Administrator Peterson administered the oath of office to Ward 3 Councilor Iris Keller.

Roll Call

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

Councilors Absent: None

Pledge of Allegiance

AGENDA

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

MINUTES

MOTION: Councilor Kolodge moved and Councilor Carlson seconded the motion to approve the Work Session and Regular Meeting minutes of January 17, 2023 as presented. The motion carried unanimously (7-0).

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

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

- a. Resolution No. 23-06, Authorizing the Payment of Bills and Payroll
- b. Consideration of Citizens Advisory Board Reappointment – A. Korby
- c. Approval of New therapeutic Massage Licenses – J. Batista

PUBLIC HEARINGS

There were none.

PRESENTATIONS

- Amber Lewis of Northspan and Cloquet Area Inclusion Learning Cohort, along with several students, gave an overview of what the Learning Cohort is, focusing on making our community a welcoming place for everyone and making sure everyone is included. There has been a cohort of 16-26 individuals participating in the workshops, sharing their experiences in the community, having conversations on difficult topics such as racial, cultural and intergenerational differences. Some of the youth addressed Council stating how the cohort has been a positive experience for them.
- Director of Public Works Caleb Peterson gave a general review of the city's snow and ice removal policy, explaining the process and considerations that go into adopting the policy. The current policy was adopted in 2016. Mr. Peterson discussed how safety precautions for the public

as well as plow operators are considered, as well as the environmental impacts. Environmental regulations are always evolving and need to be met when permitting is renewed every 4 years. Mr. Peterson also touched on the level of service and expectations, explaining that the street department is made up of 7 employees and when there is a large snow event, full mobilization takes place, pulling from the utilities and parks departments. Plows start at 3:00 a.m. so all streets are touched by morning commute time. The big snow events this winter have resulted in the operators working 14-16 hour shifts as well as weekends.

Next, Chief Randall explained the winter parking ordinance and the process of ticketing and towing of vehicles. Mr. Peterson stated that alternate side parking is not as efficient as the city's winter parking policy and indicated that snow removal costs would increase approximately 40% and the quality would go down if the policy was alternate side parking.

NEW POLICE OFFICER HIRE

MOTION: Councilor Lamb moved and Councilor Wilkinson seconded the motion to approve the probationary appointment of Brittany Asanovich to the position of police officer. The motion carried unanimously (7-0).

ADOPTING THE ICAC JOINT POWERS AGREEMENT

MOTION: Councilor Jaakola moved and Councilor Lamb seconded the motion to adopt **RESOLUTION NO. 23-05, ADOPTING THE 2023-2028 ICAS JOINT POWERS AGREEMENT.** The motion carried unanimously (7-0).

WHEREAS, The City of Cloquet, on behalf of its Police Department, desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension ICAC Task Force, to use the state forensic computer systems, tools and resources available by the task force for which the City is eligible.

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

1) That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the City of Cloquet on behalf of its Police Department, are hereby approved. A copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.

2) That the Chief of Police, Derek Randall, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's participation in the ICAC Task Force, and the resources offered by the State.

To assist the Authorized Representative with the administration of the agreement, Chief Randall is appointed as the Authorized Representative's designee.

3) That the Chief of Police, Derek Randall, or his or her successor, is designated the Authorized Representative for the Cloquet Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's agreement to the BCA and the ICAC Task Force.

To assist the Authorized Representative with the administration of the agreement, Chief Randall is appointed as the Authorized Representative's designee.

4) That Roger Maki, the Mayor for the City of Cloquet, Tim Peterson, the City Administrator, or Kris St. Arnold, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

ORDINANCE NO. 504A AMENDING CHAPTER 2 OF THE MUNICIPAL CODE – SECOND READING

MOTION: Councilor Carlson moved and Councilor Wilkinson seconded the motion to adopt **ORDINANCE NO. 504A, AN ORDINANCE TO AMEND CHAPTER 2 OF THE MUNICIPAL CODE TO CHANGE THE COMPOSITION OF THE PLANNING COMMISSION.** The motion carried unanimously (7-0).

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

Section 1. Section 2.2.01 Subd. 2 Composition is amended to read:

The planning commission shall consist of five members appointed by the Mayor with the approval of the Council. Commission members shall be appointed for terms of three years each. Each appointed member shall serve until his or her successor shall be appointed and qualified. Interim vacancies shall be filled by appointment of the Mayor upon approval of the Council for unexpired terms. The terms of the ex-officio members shall correspond to their respective official tenures. Every appointed member shall, before assuming the office, take an oath that he or she shall faithfully discharge the duties of his or her office. All members shall serve without compensation.

Section 2. **Section 2.2.01 Subd. 6 Procedure for Adoption of Plan** is amended to read:

Before adopting the City plan or any section of it or any substantial amendment thereof, the commission shall hold at least one public hearing thereon. Notice of the time and place of that meeting shall be given by publication in the official newspaper at least ten days before the day of the hearing. The adoption of the City plan or any section or amendment thereof shall be by resolution of the commission and approved by the City Council by the affirmative votes of not less than five/sevenths (5/7) of its total membership. The Commission may from time to time amend or add to the City plan or any section thereof as provided in this Section for the adoption of the original plan whenever changed conditions or further studies by the commission indicate that an amendment or addition shall be necessary. An attested copy of the plan or any section, amendment, or addition to the City plan adopted by the planning commission shall be certified to the City Council subject to final approval.

APPROVING CONDITIONAL USE PERMIT AMENDMENT FOR SKB – EXPANDED HOURS

MOTION: Councilor Kolodge moved and Councilor Jaakola seconded the motion to adopt **RESOLUTION NO. 23-07, A RESOLUTION APPROVING THE CONDITIONAL USE PERMIT AMENDMENT FOR SKB ENVIRONMENTAL CLOQUET LANDFILL FOR EXPANDED HOURS IN THE HI-HEAVY INDUSTRY DISTRICT.** The motion carried unanimously (7-0).

WHEREAS, an Application has been submitted by Shamrock Landfill to amend their existing Conditional Use Permit which was approved on February 15, 2011, and amended on November 5, 2014. The amendment request is pursuant to 17.2.06 of the City Code, for the 59-acre Industrial Landfill to modify their hours of operation to allow 24 hours a day, seven days a week solely for the SRFI material transported with SKB trucks and direct employees, with the hours between 7am – 5pm, Monday – Saturday open to anyone; and

WHEREAS, As required by ordinance, notification was advertised in the Pine Journal and all neighbors within 1320 feet were notified. A public hearing was held to consider the Application at the regular meeting of the Cloquet Planning Commission on October 11, 2022, at which time Zoning Case / Development Review No. 22-13 was heard and discussed; and

WHEREAS, the property of the proposed Conditional Use Permit Amendment is located at 761 Highway 45 and is legally described as follows:

That part of the West 390.00 feet of the Northwest Quarter of the Southeast Quarter, Section 25, Township 49, Range 17, Carlton County, Minnesota, which lies southerly of Interstate Highway 35 and northerly of the South 100.00 feet of said Northwest Quarter of the Southeast Quarter.

AND ALSO

That part of the South 100.00 feet of the North Half of the Southeast Quarter, Section 25, Township 49, Range 17, Carlton County, Minnesota, which lies westerly of the right-of-way of the Great Northern Railway (now known as Burlington Northern Santa Fe Railroad).

AND ALSO

That part of the East 600.00 feet of the Northeast Quarter of the Southwest Quarter, Section 25, Township 49, Range 17, Carlton County, Minnesota, which lies southerly of Interstate Highway 35.

AND ALSO

The east 600.00 feet of the Southeast Quarter of the Southwest Quarter, Section 25, Township 49, Range 17, Carlton County, Minnesota.

AND ALSO

The South Half of Southeast Quarter lying West of Great Northern Railway Company's right-of-way (now known as Burlington Northern Santa Fe Railroad), Section 25, Township 49, Range 17, according to the United States Government Survey thereof. EXCEPT those two parcels lying within the following described tracts;

1. Beginning at a point on the south line of said Section 25, distant 100 feet west of the southeast corner of SW ¼ of SE ¼ thereof; thence run northeasterly at an angle of 68 degrees 00 minutes with said south line for 475 feet; thence deflect to the left at an angle of 112 degrees 00 minutes for 500 feet; thence deflect to the left at an angle of 68 degrees 00 minutes for 475 feet; thence deflect to the left at an angle of 112 degrees 00 minutes for 500 feet to the beginning.

2. From a point on the south line of said Section 25 distant of 100 feet west of the southeast corner of SW ¼ of SE ¼, thereof, run northeasterly at an angle of 68 degrees 00 minutes with said south section line for 475 feet to the point of beginning; thence continue northeasterly along the above described course to its intersection with a line run parallel with and distant 660 feet north of the south line of said Section 25; thence run west along said 660 foot parallel line to its intersection with a line run parallel with and distant 992 feet west of the east line of the SW ¼ of SE ¼ of said Section 25; thence run south along said 992 foot parallel line to the south line of said Section 25; thence run east along said section line for 392 feet; thence deflect to the left 68 degrees 00 minutes for 475 feet; thence deflect to the right 68 degrees for 500 feet to the point of beginning.

WHEREAS, the Cloquet Planning Commission reviewed the Application to Amend the Conditional Use Permit for SKB Environmental Cloquet Landfill to modify their hours of operation to allow 24 hours a day, seven days a week solely for the SRFI material and coal ash being transported by individuals trained as a MPCA Licensed Landfill Operator, with the hours between 7am – 5pm, Monday – Saturday open to anyone per Section 17.2.06 Subdivisions 3 and 4 of the Cloquet Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA: that the City Council approves Zoning Case 22-13 for an amendment to the Conditional Use Permit to modify their hours of operation to allow 24 hours a day, seven days a week solely for the SRFI material and coal ash being transported by individuals trained as a MPCA Licensed Landfill Operator, with the hours between 7am – 5pm, Monday – Saturday open to anyone for SKB Environmental/Shamrock Landfill subject to the following conditions:

1. The hours of operation shall be amended to allow 24 hours a day, seven days a week solely for the SRFI material and coal ash being transported by individuals trained as a MPCA Licensed Landfill Operator, with the hours between 7am – 5pm, Monday – Saturday open to anyone.
2. No heavy equipment (bulldozer, front end loader and that type of equipment) shall be operated on site between the hours of 5:00 PM and 7:00 AM. and on Sunday.
3. The request shall be reviewed in one year to see how the amendment is working.

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

There were none.

ADJOURNMENT

MOTION: Councilor Keller moved and Councilor Lamb seconded the motion to for Council to adjourn. The motion carried unanimously (7-0).

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: February 21, 2023

ITEM DESCRIPTION: Payment of Bills

Proposed Action

Staff recommends the Council move to adopt **RESOLUTION NO. 23-08, A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS.**

Background/Overview

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

Policy Objectives

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

Financial/Budget/Grant Considerations

See resolution for amounts charged to each individual fund.

Advisory Committee/Commission Action

Not applicable.

Supporting Documents Attached

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

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

RESOLUTION NO. 23-08

A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

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

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

101	General Fund	\$	158,349.69
202	Federal CDBG Loan (EDA)		201.77
600	Water - Lake Superior Waterline		155,951.49
601	Water - In Town System		53,818.44
602	Sewer Fund		81,400.29
605	Stormwater Fund		4,284.05
614	Cable Television		45.95
701	Employee Severance		153.68
	TOTAL:	\$	<u>454,205.36</u>

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 21ST DAY OF FEBRUARY, 2023.**

ATTEST:

Roger Maki, Mayor

Tim Peterson, City Administrator

DATE: 02/16/2023
TIME: 10:00:42
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
111350	LEXISNEXIS RISK DATA MNGMT INC	1,950.00	200.00
116100	AMERICAN PAYMENT CENTERS	368.00	92.00
118950	ARAMARK UNIFORM & CAREER	14,734.58	458.39
122958	AUTO ZONE, INC.	913.81	121.82
123150	B W DISTRIBUTING	2,478.11	287.97
125700	BEST OIL COMPANY	116,976.64	15,897.99
126850	BLAINE BROTHERS, INC	3,746.18	51.20
127200	CHARLES BOEDIGHEIMER	326.50	135.00
135676	CARS TOWING INC	1,680.41	1,019.20
135710	CAYWOOD OIL & PROPANE, LLC	368.68	284.30
137310	CENTURY LINK	8,649.57	19.34
137340	CHAMBERLAIN OIL CO., INC.	17,229.68	926.45
139025	CINTAS	5,343.49	278.40
139030	CINTAS CORPORATION NO 2	12,664.97	159.30
139700	CLOQUET ANIMAL HOSPITAL	2,700.00	250.00
142800	CLOQUET SANITARY SERVICE	27,477.86	535.89
145300	COMMUNITY PRINTING	9,096.23	782.10
145500	COMPENSATION CONSULTANTS, LTD	4,455.00	213.00
147050	CONSOLIDATED TELEPHONE COMPANY	43,653.81	3,357.14
150100	D A L C O	9,846.00	496.38
151050	DAKOTA SUPPLY GROUP	0.00	4,806.00
152485	DEAD ON ARMS INC	3,170.66	37.00
152775	DELTA DENTAL OF MINNESOTA	50,366.98	4,712.88
156400	CITY OF DULUTH COMFORT SYSTEMS	2,325.14	188.71
157300	DULUTH READY MIX INC	13,619.50	601.40
158000	DULUTH/SUPERIOR COMMUNICATIONS	20,108.30	4,795.00
162640	ENVENTIS TELECOM INC	604.95	45.95
165375	FERGUSON WATERWORKS #2516	50,289.17	1,083.59
169180	FORCE AMERICA DISTRIBUTING LLC	3,468.34	1,802.90
171100	FRYBERGER, BUCHANAN, SMITH &	253,000.32	18,844.10
175700	GRAINGER	10,290.37	2,144.04
178500	GUARDIAN PEST SOLUTIONS INC	702.61	57.58
180500	HAWKINS INC	119,571.90	10,899.70
188000	INNOVATIVE OFFICE SOLUTIONS	8,136.82	246.74
197775	KWIK TRIP INC	1,477.89	91.80
197800	L & M FLEET SUPPLY INC.	34,568.29	2,000.82
202300	LEAGUE OF MN CITIES	41,934.20	400.00
204500	LITTLE FALLS MACHINE INC	8,270.22	3,403.38
205050	LOFFLER COMPANIES INC	1,038.04	2,887.96
206800	MACQUEEN EQUIPMENT INC	31,585.41	11,121.56
209875	MCCOY CONSTRUCTION & FORESTRY	86,725.94	8,469.65
211400	MENARDS INC	9,331.92	161.43
211700	METRO SALES, INC.	9,251.01	363.86
212400	MICHAUD DIST INC	389.70	15.60

DATE: 02/16/2023
TIME: 10:00:43
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
212700	MID-STATE TRUCK SERVICE INC	39,224.78	277.83
220500	MINNESOTA DEPARTMENT	35,778.00	8,910.00
222275	MN PEIP	834,433.60	70,576.64
222600	MN POLLUTION CONTROL AGENCY	0.00	23.00
227100	MORTON SALT	38,966.52	6,547.77
229500	NAPA AUTO PARTS	12,656.16	1,668.37
235565	NORTHERN TOOL & EQUIPMENT	1,686.25	277.95
236450	THE NORTHSPAN GROUP, INC.	2,500.00	2,500.00
244300	BRENT BELICH	12,904.82	85.00
244975	PINE KNOT LLC	119,484.00	479.75
251500	COMMUNITY MEMORIAL HOSPITAL	26,276.59	358.00
261800	SEH	89,618.20	4,266.25
268800	STOCK TIRE COMPANY	11,291.81	194.87
269300	STREICHER'S	199.99	285.99
272600	TERMINAL SUPPLY INC	4,144.79	557.81
277550	TURFWERKS	875.29	202.26
278140	TWIN CITIES FLAG SOURCE	723.00	912.00
278600	TWIN PORT MAILING	47,613.81	3,319.66
279100	U S BANK EQUIPMENT FINANCE	8,483.72	131.57
281500	UNITED TRUCK BODY CO INC	0.00	715.99
283700	USA BLUEBOOK	9,656.91	268.13
284580	VC3	59,958.18	4,762.00
284600	FIRST HOSPITAL LABORATORIES	586.83	678.14
286900	W L S S D	979,162.00	75,848.00
289015	WELLS FARGO CREDIT CARD	141,036.17	1,148.04
293700	ZIEGLER INC	667.49	52.88
R0002293	L S S CARLTON YOUTH SHELTER	0.00	14.20
R0002294	ASP MECHANICAL INC	0.00	650.00
TOTAL ALL VENDORS:			290,459.62

City of Cloquet
Vendor Summary Report Reconciliation
Invoices Due On/Before 2/21/2023

Total	290,459.62
Less:	
Library	(730.35)
Cloquet Area Fire District	(3,497.56)
Total City Bills	<u>286,231.71</u>
Less:	
Payroll benefits	(75,135.84)
Plus:	
Credit Card/PSN Fees	2,922.26
Tritech Software Systems	25,030.56
Q4 Building Permit Surcharge	1,086.21
Q4 VEBA	750.00
MN Energy Auto Pay	9,310.69
MN Power Auto Pay	201,162.80
MN Sales Tax	2,423.79
Verizon Auto Pay	423.21
Total Bills	<u><u>454,205.39</u></u>

DATE: 02/16/23
 TIME: 10:01:23
 ID: AP443000.WOW

CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00			
152775	DELTA DENTAL OF MINNESOTA	50,366.98	4,559.20
222275	MN PEIP	834,433.60	70,576.64
			75,135.84
41	GENERAL GOVERNMENT		
139030	CINTAS CORPORATION NO 2	12,664.97	34.58
142800	CLOQUET SANITARY SERVICE	27,477.86	112.63
145300	COMMUNITY PRINTING	9,096.23	233.61
145500	COMPENSATION CONSULTANTS, LTD	4,455.00	213.00
147050	CONSOLIDATED TELEPHONE COMPANY	43,653.81	410.62
150100	D A L C O	9,846.00	248.19
171100	FRYBERGER, BUCHANAN, SMITH &	253,000.32	18,642.33
188000	INNOVATIVE OFFICE SOLUTIONS	8,136.82	20.05
211700	METRO SALES, INC.	9,251.01	191.40
212400	MICHAUD DIST INC	389.70	15.60
244975	PINE KNOT LLC	119,484.00	479.75
278140	TWIN CITIES FLAG SOURCE	723.00	49.00
279100	U S BANK EQUIPMENT FINANCE	8,483.72	65.79
284580	VC3	59,958.18	2,103.00
284600	FIRST HOSPITAL LABORATORIES	586.83	500.00
	GENERAL GOVERNMENT		23,319.55
42	PUBLIC SAFETY		
111350	LEXISNEXIS RISK DATA MNGMT INC	1,950.00	200.00
135676	CARS TOWING INC	1,680.41	1,019.20
139030	CINTAS CORPORATION NO 2	12,664.97	56.02
139700	CLOQUET ANIMAL HOSPITAL	2,700.00	250.00
142800	CLOQUET SANITARY SERVICE	27,477.86	112.63
147050	CONSOLIDATED TELEPHONE COMPANY	43,653.81	831.18
150100	D A L C O	9,846.00	248.19
152485	DEAD ON ARMS INC	3,170.66	37.00
158000	DULUTH/SUPERIOR COMMUNICATIONS	20,108.30	4,795.00
188000	INNOVATIVE OFFICE SOLUTIONS	8,136.82	98.98
197775	KWIK TRIP INC	1,477.89	91.80
197800	L & M FLEET SUPPLY INC.	34,568.29	3.99
211700	METRO SALES, INC.	9,251.01	108.66
244300	BRENT BELICH	12,904.82	85.00
251500	COMMUNITY MEMORIAL HOSPITAL	26,276.59	358.00

DATE: 02/16/23
TIME: 10:01:24
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
42	PUBLIC SAFETY		
268800	STOCK TIRE COMPANY	11,291.81	194.87
269300	STREICHER'S	199.99	285.99
278140	TWIN CITIES FLAG SOURCE	723.00	49.00
284580	VC3	59,958.18	1,804.00
289015	WELLS FARGO CREDIT CARD	141,036.17	1,148.04
	PUBLIC SAFETY		11,777.55
43	PUBLIC WORKS		
122958	AUTO ZONE, INC.	913.81	92.83
123150	B W DISTRIBUTING	2,478.11	143.99
125700	BEST OIL COMPANY	116,976.64	7,154.09
126850	BLAINE BROTHERS, INC	3,746.18	51.20
137340	CHAMBERLAIN OIL CO., INC.	17,229.68	926.45
139025	CINTAS	5,343.49	99.84
142800	CLOQUET SANITARY SERVICE	27,477.86	139.50
145300	COMMUNITY PRINTING	9,096.23	53.45
147050	CONSOLIDATED TELEPHONE COMPANY	43,653.81	259.73
157300	DULUTH READY MIX INC	13,619.50	601.40
169180	FORCE AMERICA DISTRIBUTING LLC	3,468.34	1,802.90
188000	INNOVATIVE OFFICE SOLUTIONS	8,136.82	99.64
197800	L & M FLEET SUPPLY INC.	34,568.29	335.82
202300	LEAGUE OF MN CITIES	41,934.20	400.00
204500	LITTLE FALLS MACHINE INC	8,270.22	3,403.38
205050	LOFFLER COMPANIES INC	1,038.04	17.79
206800	MACQUEEN EQUIPMENT INC	31,585.41	8,996.11
209875	MCCOY CONSTRUCTION & FORESTRY	86,725.94	8,469.65
211400	MENARDS INC	9,331.92	78.21
212700	MID-STATE TRUCK SERVICE INC	39,224.78	233.58
227100	MORTON SALT	38,966.52	6,547.77
229500	NAPA AUTO PARTS	12,656.16	1,141.33
235565	NORTHERN TOOL & EQUIPMENT	1,686.25	77.96
272600	TERMINAL SUPPLY INC	4,144.79	557.81
281500	UNITED TRUCK BODY CO INC		182.99
284580	VC3	59,958.18	855.00
284600	FIRST HOSPITAL LABORATORIES	586.83	59.38
293700	ZIEGLER INC	667.49	52.88
	PUBLIC WORKS		42,834.68
45	CULTURE AND RECREATION		

DATE: 02/16/23
TIME: 10:01:24
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
45	CULTURE AND RECREATION		
118950	ARAMARK UNIFORM & CAREER	14,734.58	458.39
125700	BEST OIL COMPANY	116,976.64	635.92
127200	CHARLES BOEDIGHEIMER	326.50	135.00
135710	CAYWOOD OIL & PROPANE, LLC	368.68	284.30
137310	CENTURY LINK	8,649.57	19.34
139030	CINTAS CORPORATION NO 2	12,664.97	38.10
142800	CLOQUET SANITARY SERVICE	27,477.86	78.14
147050	CONSOLIDATED TELEPHONE COMPANY	43,653.81	614.03
178500	GUARDIAN PEST SOLUTIONS INC	702.61	57.58
197800	L & M FLEET SUPPLY INC.	34,568.29	1,526.68
211400	MENARDS INC	9,331.92	39.10
229500	NAPA AUTO PARTS	12,656.16	19.96
235565	NORTHERN TOOL & EQUIPMENT	1,686.25	199.99
277550	TURFWERKS	875.29	202.26
278140	TWIN CITIES FLAG SOURCE	723.00	716.00
281500	UNITED TRUCK BODY CO INC		533.00
R0002294	ASP MECHANICAL INC		650.00
	CULTURE AND RECREATION		6,207.79
46	COMMUNITY DEVELOPMENT		
145300	COMMUNITY PRINTING	9,096.23	26.72
147050	CONSOLIDATED TELEPHONE COMPANY	43,653.81	58.66
188000	INNOVATIVE OFFICE SOLUTIONS	8,136.82	4.01
211700	METRO SALES, INC.	9,251.01	63.80
236450	THE NORTHSPAN GROUP, INC.	2,500.00	2,500.00
	COMMUNITY DEVELOPMENT		2,653.19
FEDERAL CDBG LOAN (EDA)			
46	COMMUNITY DEVELOPMENT		
171100	FRYBERGER, BUCHANAN, SMITH &	253,000.32	201.77
	COMMUNITY DEVELOPMENT		201.77
LIBRARY FUND			
45	CULTURE AND RECREATION		
139030	CINTAS CORPORATION NO 2	12,664.97	30.60

DATE: 02/16/23
TIME: 10:01:24
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
LIBRARY FUND			
45	CULTURE AND RECREATION		
147050	CONSOLIDATED TELEPHONE COMPANY	43,653.81	601.75
278140	TWIN CITIES FLAG SOURCE	723.00	98.00
	CULTURE AND RECREATION		730.35
WATER - LAKE SUPERIOR WATERLIN			
51	STATION 2		
139025	CINTAS	5,343.49	78.72
175700	GRAINGER	10,290.37	1,594.63
180500	HAWKINS INC	119,571.90	3,501.00
	STATION 2		5,174.35
52	LAKE SUPERIOR WATERLINE		
125700	BEST OIL COMPANY	116,976.64	1,748.78
197800	L & M FLEET SUPPLY INC.	34,568.29	33.58
	LAKE SUPERIOR WATERLINE		1,782.36
57	ADMINISTRATION		
156400	CITY OF DULUTH COMFORT SYSTEMS	2,325.14	188.71
205050	LOFFLER COMPANIES INC	1,038.04	17.79
	ADMINISTRATION		206.50
WATER - IN TOWN SYSTEM			
00			
R0002293	L S S CARLTON YOUTH SHELTER		14.20
			14.20
49	CLOQUET		
122958	AUTO ZONE, INC.	913.81	28.99
123150	B W DISTRIBUTING	2,478.11	86.39

DATE: 02/16/23
 TIME: 10:01:24
 ID: AP443000.WOW

CITY OF CLOQUET
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - IN TOWN SYSTEM			
49	CLOQUET		
125700	BEST OIL COMPANY	116,976.64	1,589.80
139025	CINTAS	5,343.49	59.90
165375	FERGUSON WATERWORKS #2516	50,289.17	1,083.59
175700	GRAINGER	10,290.37	549.41
180500	HAWKINS INC	119,571.90	7,398.70
197800	L & M FLEET SUPPLY INC.	34,568.29	67.16
211400	MENARDS INC	9,331.92	44.12
220500	MINNESOTA DEPARTMENT	35,778.00	8,910.00
229500	NAPA AUTO PARTS	12,656.16	507.08
283700	USA BLUEBOOK	9,656.91	268.13
284600	FIRST HOSPITAL LABORATORIES	586.83	118.76
	CLOQUET		20,712.03
54	BILLING & COLLECTION		
116100	AMERICAN PAYMENT CENTERS	368.00	92.00
145300	COMMUNITY PRINTING	9,096.23	361.44
151050	DAKOTA SUPPLY GROUP		4,806.00
188000	INNOVATIVE OFFICE SOLUTIONS	8,136.82	8.02
278600	TWIN PORT MAILING	47,613.81	3,319.66
279100	U S BANK EQUIPMENT FINANCE	8,483.72	65.78
	BILLING & COLLECTION		8,652.90
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	27,477.86	46.49
145300	COMMUNITY PRINTING	9,096.23	53.44
147050	CONSOLIDATED TELEPHONE COMPANY	43,653.81	406.88
188000	INNOVATIVE OFFICE SOLUTIONS	8,136.82	8.02
205050	LOFFLER COMPANIES INC	1,038.04	2,816.79
	ADMINISTRATION & GENERAL		3,331.62
ENTERPRISE FUND - SEWER			
00			
286900	W L S S D	979,162.00	-14,319.00
			-14,319.00

DATE: 02/16/23
TIME: 10:01:24
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ENTERPRISE FUND - SEWER			
55	SANITARY SEWER		
123150	B W DISTRIBUTING	2,478.11	57.59
125700	BEST OIL COMPANY	116,976.64	1,271.84
139025	CINTAS	5,343.49	39.94
197800	L & M FLEET SUPPLY INC.	34,568.29	33.59
206800	MACQUEEN EQUIPMENT INC	31,585.41	2,125.45
212700	MID-STATE TRUCK SERVICE INC	39,224.78	44.25
222600	MN POLLUTION CONTROL AGENCY		23.00
286900	W L S S D	979,162.00	90,167.00
	SANITARY SEWER		93,762.66
57	ADMINISTRATION & GENERAL		
142800	CLOQUET SANITARY SERVICE	27,477.86	46.50
145300	COMMUNITY PRINTING	9,096.23	53.44
147050	CONSOLIDATED TELEPHONE COMPANY	43,653.81	174.29
188000	INNOVATIVE OFFICE SOLUTIONS	8,136.82	8.02
205050	LOFFLER COMPANIES INC	1,038.04	17.79
	ADMINISTRATION & GENERAL		300.04
STORM WATER UTILITY			
57	ADMINISTRATION & GENERAL		
205050	LOFFLER COMPANIES INC	1,038.04	17.80
261800	SEH	89,618.20	4,266.25
	ADMINISTRATION & GENERAL		4,284.05
CABLE TELEVISION			
45	CULTURE AND RECREATION		
162640	ENVENTIS TELECOM INC	604.95	45.95
	CULTURE AND RECREATION		45.95
EMPLOYEE SEVERANCE			
45	EMPLOYEE VACATION & SICK		
152775	DELTA DENTAL OF MINNESOTA	50,366.98	153.68
	EMPLOYEE VACATION & SICK		153.68

DATE: 02/16/23
TIME: 10:01:24
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
CLOQUET AREA FIRE DISTRICT 42	PUBLIC SAFETY		
125700	BEST OIL COMPANY	116,976.64	3,497.56
	PUBLIC SAFETY		3,497.56
	TOTAL ALL DEPARTMENTS		290,459.62



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: February 21, 2023

ITEM DESCRIPTION: Approval of Raffle Permit at Queen of Peace Parish

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 23-10, A RESOLUTION APPROVING APPLICATION FOR EXEMPT PERMIT TO CONDUCT A RAFFLE EVENT AT QUEEN OF PEACE PARISH.**

Background/Overview

The City has received an Application for Exempt Permit from Queen of Peace Parish for a raffle event to be held in conjunction with their annual Masquerade (formerly called Mardi Gras) fund raising event to be held on April 22, 2023 at Queen of Peace Parish, 102 - 4th Street.

Policy Objectives

Approval of application by local community is required under MN Statutes.

Financial/Budget/Grant Considerations

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

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Resolution 23-10
- LG220 Application for Exempt Permit

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

RESOLUTION NO. 23-10

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

WHEREAS, The City of Cloquet received an application from Queen of Peace Parish, for an Exempt Permit to conduct a raffle event on April 22, 2023 at Queen of Peace Parish, 102 - 4th Street.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City Council has reviewed the application of Queen of Peace Parish for an Exempt Permit to conduct a raffle event on April 22, 2023 at Queen of Peace Parish, 102 - 4th Street, and has no objection to the Minnesota Gambling Control Board's issuance of such permit.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 21ST DAY OF FEBRUARY 2023.

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

I, Tim Peterson, City Administrator of the City of Cloquet, MN, hereby certify that the above is a true and exact copy of the resolution dated February 21, 2023, original of which is on file and of record in my office.

Witness my hand and the official seal of the said City this 21st day of February 2023.

City Administrator, City of Cloquet, MN

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Queen of Peace Parish Previous Gambling Permit Number: X- 04657-22-038

Minnesota Tax ID Number, if any: 296131 Federal Employer ID Number (FEIN), if any: 41-0724655

Mailing Address: 102 4th St

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

Name of Chief Executive Officer (CEO): FR. NICHOLAS NELSON

CEO Daytime Phone: 218-879-6793 CEO Email: FR.NICHOLAS.NELSON@DULUTHCATHOLIC.ORG
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): LEN.ROBINSON@DULUTHCATHOLIC.ORG

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 102 4th St

Check one:
 City: Cloquet Zip: 55720 County: CARLTON
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): APRIL 22, 2023

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

LG220 Application for Exempt Permit

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

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel:

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel:

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Father Nicholas J. Nelson Date: 2/11/23
(Signature must be CEO's signature; designee may not sign)

Print Name: FATHER NICHOLAS J. NELSON

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

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

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

This form will be made available in alternative format (i.e. large print, braille) upon request.



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: February 21, 2023

ITEM DESCRIPTION: Transient Merchant License for Flea Market

Proposed Action

Staff recommends that the City Council move to approve the Peddlers, Solicitors, & Transient Merchants License for Marksman Trading Post, 227 ½ Highway 33 North, to hold a flea/farmers' market in their parking lot once a month on Saturdays, June through September. The license is subject to submittal of all licensing requirements, license fee and completion of a background check.

Background/Overview

The City has received an application from Kaylyn and Cory Drickhamer of Marksman Trading Post to hold a monthly farmers'/flea market in the parking lot of Marksman Trading Post, 227 ½, Highway 33 North, beginning in June and going through September. The applicant was issued a license in 2022 and staff is not aware of any issues.

The applicant has submitted the completed application, insurance information, clear background checks and required fees.

Policy Objectives

Section 6.6 of the Municipal Code requires the regulation of peddlers, solicitors, and transient merchants. The purpose of such licensing is to regulate the potential nuisance and public safety issues which sometimes relate to such operations.

Financial/Budget/Grant Considerations

The applicant has submitted the appropriate license fees associated with this license. There is no other direct cost to the City.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application



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

Application for License Regulating Peddlers, Solicitors, & Transient Merchants

This application, all required documentation and fees must be submitted by any person desiring to obtain a Peddlers, Solicitors & Transient Merchant license within the City of Cloquet, MN.

APPLICANT'S FULL LEGAL NAME:

Name: Kaylyn Brooke Drickhamer
First Full Middle Name Last

Residence Address: Duluth, MN 55807

City, State, Zip: _____

N/A 218-879-0077 _____
Home Phone Work Phone Cell Phone

Kaylyn.marksman@gmail.com
E-Mail Address

Date of Birth: _____ Place of Birth: Cloquet, MN

Social Security #: _____ Drivers License #: _____ State: MN

Eye Color: Brown Hair Color: Brown Height: 5'4" Weight: 220

BUSINESS/ORGANIZATION INFORMATION:

Business or Organization Name: MarksMan Trading Post

Address: 227 1/2 Hwy 33 N, Cloquet, MN 55720

Mailing Address (if different from above): _____

Phone: 218-879-0077 Alternate Number: _____

LOCATION OF PROPOSED SALES:

Business/Organization Name: MarksMan Trading Post

Address: 227 1/2 Hwy 33 N, Cloquet, MN 55720

Local Phone Number: 218-879-0077 Permanent Phone Number: 218-879-0077

Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the city, including the location where a transient merchant intends to set up business:

Address: 227 1/2 Hwy 33 N, Cloquet, MN 55720 Phone: 218-879-0077

Address: _____ Phone: _____

THE LENGTH OF TIME FOR SALES OR SOLICITING AND HOURS DURING WHICH BUSINESS WILL BE CONDUCTED:
 (Not to exceed 30 days)

Beginning Date: 05/13/2023 Ending Date: 09/23/2023

Hours during which business will be conducted: 10am-4pm
 (City Code states hours of business are to be conducted between 8:00 a.m. and 8:00 p.m.)

Brief description of the nature of the business or solicitation and the goods to be sold or given away:

We want to host a flea/farmers market once a month on a Saturday during our business hours. Possible goods;
Produce, antiques, trinkets.

Do you have **written consent** of the landowner upon whose premises this activity is to be conducted? Yes No (If yes, please attach written consent.) - Taking place at our business

Do you use a Sales Contract? Yes No (If yes, please attach a copy.)

Name and Address of the Source of Supply of the goods or property proposed to be sold, or orders taken for the sale thereof; location of such goods or products at the time of this application; and proposed method of delivery:

MarksMan Trading Post for our antiques/trinkets. 227 1/2 Hwy 33 N Cloquet, MN at our place of business. Other
vendors we host will bring in there own items. There won't be delivery. Pickup and purchase of items will take
place here at our business.

List the names of the last three (3) cities where you have registered and conducted business for your activities:

City and Address	State
227 1/2 Hwy 33 N, Cloquet	MN

Describe all vehicles that you will be using in your activities:

Make: <u>N/A - Taking Place at our</u>	Year:
Model: <u>business</u>	License #:
Color:	State:

Make:	Year:
Model:	License #:
Color:	State:

Make:	Year:
Model:	License #:
Color:	State:

Make:	Year:
-------	-------

Model:	License #:
Color:	State:

List the Full (*last, first, full middle*) Name, Date of Birth, Permanent Address, Social Security #, Drivers License #, and description of ALL persons proposed to be employed in this municipality during the period for which this application is made: (Attach additional sheets if necessary.)

Name (Last, First, Full Middle)	Drickhamer, Kaylyn, Brooke	
Date of Birth		
Permanent Address	Duluth, MN 55807	
Social Security #		
Driver's License #		State: MN

Name (Last, First, Full Middle)	Drickhamer, Cory, Scott	
Date of Birth		
Permanent Address		
Social Security #		
Driver's License #		State: MN

Name (Last, First, Full Middle)		
Date of Birth		
Permanent Address		
Social Security #		
Driver's License #		State:
Physical Description		

Name (Last, First, Full Middle)		
Date of Birth		
Permanent Address		
Social Security #		
Driver's License #		State:
Physical Description		

1. Have you, or those working for you in Cloquet, been convicted within the last five (5) years, of any felony, gross misdemeanor, or misdemeanor for violation of any federal, state, or local ordinance other than traffic ordinances
 Yes No *If yes, give information as to the date, place, and offense for each conviction.*

2. List all names, nicknames and aliases by which you have been known: Kaylyn Hamilton was my maiden name

3. List addresses at which you have lived during the preceding three years. (Begin with present or last address and work back. *Attach additional sheets if necessary.*)

Street Address: _____
City, State, Zip: Duluth, MN 55807
Dates at Address: 08/2021-Present


Street Address: _____
City, State, Zip: Duluth, MN 55808
Dates at Address: 06/2017-08/2021

Street Address: _____
City, State, Zip: _____
Dates at Address: _____

I HEREBY UNDERSTAND AND AGREE THAT:

- Information revealed herein for a Peddler, Solicitor and Transient Merchant License in the City of Cloquet will be handled by the City in accordance with federal and state laws regarding privacy of criminal records.
- Failure to reveal a criminal conviction will be considered falsification of the application and may be used as grounds for denial of the license.

(I) do hereby swear that I have submitted all of the required documentation as listed above and that the answers in this application are true and correct to the best of my knowledge. I do authorize the City of Cloquet, its agents, and employees, to obtain any necessary information and to conduct an investigation, if necessary, into the truth of the statements set forth in this application and my qualifications for this license. I do understand that providing false information shall be grounds for denial of my license.


Signature of Applicant

01/24/2023
Date

Print Name Kaylyn Brooke Drickhamer
First Middle Last

MINNESOTA BUSINESS TAX IDENTIFICATION LAW

Pursuant to Minnesota Statute 270C.72 (Tax Clearance; Issuance of Licenses), Subd. 4. The licensing authority is required to provide the Minnesota Commissioner of Revenue your business tax identification number and social security number of each license applicant. Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest.
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Agreement, the Department of Revenue may supply this information to the Internal Revenue Service.
3. Failure to supply this information may jeopardize or delay the processing of your licensing issuance or renewal application.

License Type: Transient merchants/Peddler

Please supply the following information and return along with your application to the City of Cloquet.

APPLICANT INFORMATION		
Name: First <u>Kaylyn</u>	Full Middle <u>Brooke</u>	Last <u>Drickhamer</u>
Current Address: 		
City: <u>Duluth</u>	State: <u>MN</u>	Zip Code: <u>55807</u>
Social Security Number: 		

BUSINESS INFORMATION		
Business Name: <u>MarksMan Trading Post</u>		
Business Address: <u>227 1/2 Hwy 33 N</u>		
City: <u>Cloquet</u>	State: <u>MN</u>	Zip Code: <u>55720</u>

TAX IDENTIFICATION NUMBERS	
Federal Tax Identification Number: <u>85-3429286</u>	
Minnesota Tax Identification Number: <u>7725671</u>	

Signature: Kaylyn Drickhamer

Date: 01/24/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Epic One Insurance Group LLC P.O. Box 5263 ELGIN, IL 60121	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(847)305-4837	FAX (A/C, No): (847)613-4091
	E-MAIL ADDRESS:	tinathornrose@epiconeins.com	
	INSURER(S) AFFORDING COVERAGE	INSURER A:	NAIC #
		Evanston Insurance Company	35378
INSURED Welch Family Trust & Marksman Trading Post 227 1/2 HIGHWAY 33 NORTH CLOQUET, MN 55720	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

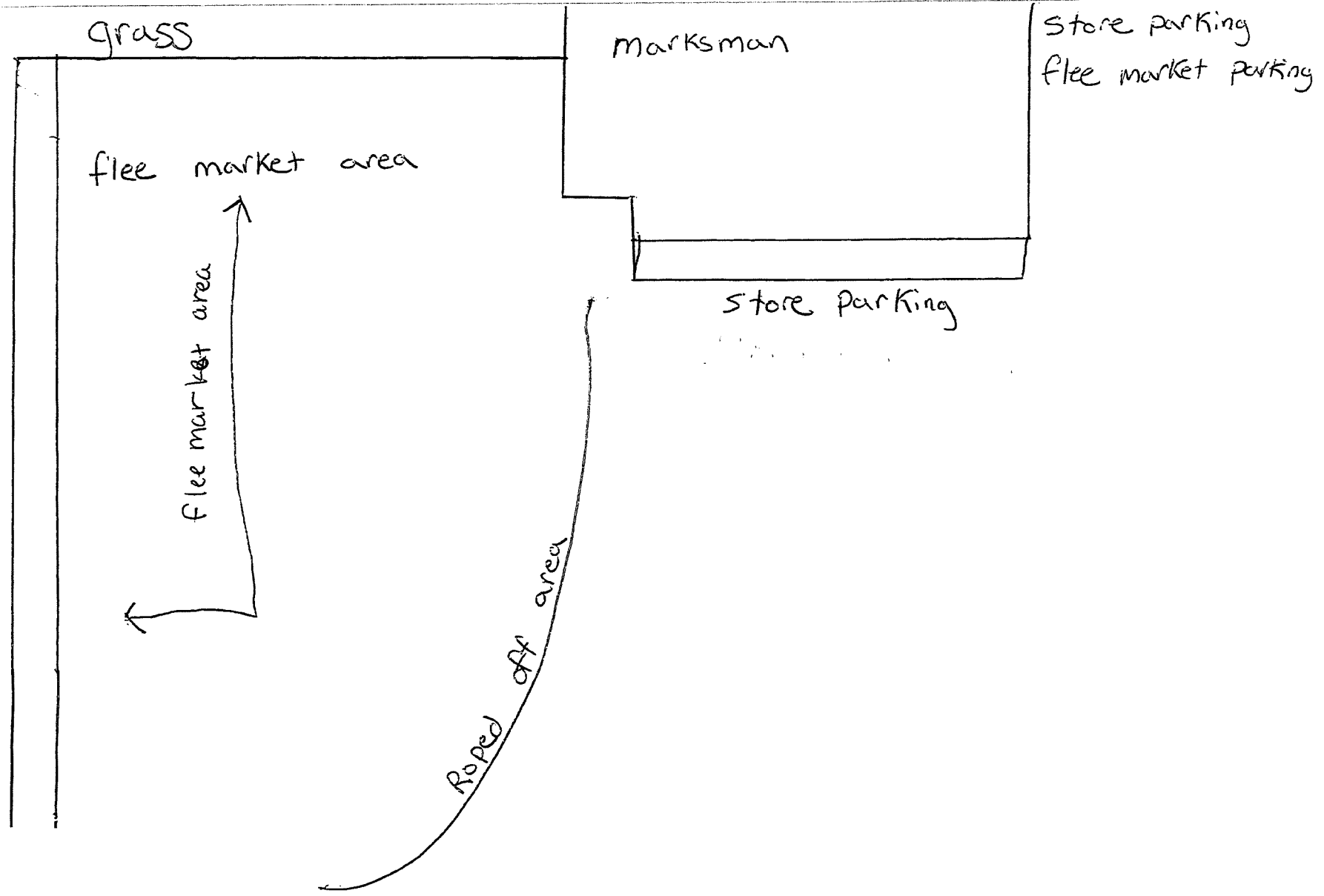
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		3AAA463599	4/8/2022	4/8/2023	EACH OCCURRENCE	\$1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100000
							MED EXP (Any one person)	\$5000
							PERSONAL & ADV INJURY	\$Excluded
							GENERAL AGGREGATE	\$2000000
							PRODUCTS - COMP/OP AGG	\$Excluded
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		N/A			OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

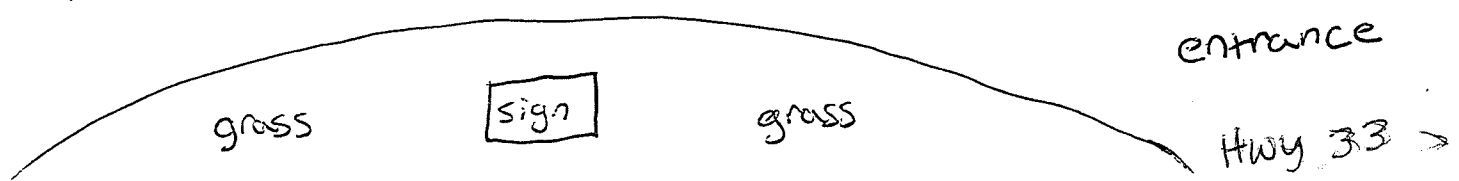
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Marksman Trading Post and lot

CERTIFICATE HOLDER City of Cloquet 101 14th St Cloquet, MN 55720	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE TTR



↑ Drive lane 25 ft ↑

entrance
Hwy 33 →





REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Holly Hansen, Community Development Director; Caleb Peterson,
Public Works Director
Reviewed By: Tim Peterson, City Administrator *TCP*
Date: February 15, 2023

ITEM DESCRIPTION: Adoption of Small Cities Development Program (SCDP) Policies for
City of Cloquet Public Infrastructure Award

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 23-09, A RESOLUTION ADOPTING POLICIES FOR ADMINISTRATION OF MN DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT SMALL CITIES DEVELOPMENT PROGRAM.**

Background/Overview

In November 2022, the City of Cloquet was awarded Small Cities Development Program (SCDP) Public Infrastructure grant funding to replace and enhance streetlights in the West End Business District and add updated signage at Wentworth Park. On November 7, 2022, the City entered into a grant contract agreement with the state of Minnesota Department of Employment and Economic Development (DEED).

Policy Objectives

DEED funding for this project in Cloquet is derived from the federal government, specifically the United States Department of Housing and Urban Development under the Community Development Block Grant Program. As such the City of Cloquet is required to conduct environmental review of the project (underway) and to adopt required program policies to ensure compliance with federal laws. Policies can be found attached to this staff report, which the Council is asked to approve.

Supporting Documents Attached

- Resolution No. 23-09
- Residential Anti-Displacement and Relocation Assistance Plan
- Conflict of Interest
- Procedures to ensure No Excluded or Debarred Contractors
- Drug-Free Workplace
- Fair Housing Plan
- Prohibition of Excessive Force
- Section 3 and Women / Minority Business Compliance Plan

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

RESOLUTION NO. 23-09

**RESOLUTION ADOPTING POLICIES FOR ADMINISTRATION OF MN
DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT
SMALL CITIES DEVELOPMENT PROGRAM**

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, as follows: the City Council of the City of Cloquet adopts the attached policies and plans, as listed herein, for the Small Cities Development Program:

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 21ST
DAY OF FEBRUARY 2023.**

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

Residential Anti-displacement and Relocation Assistance Plan

under Section 104(d) of the Housing and Community Development Act of 1974, as Amended

The City of Cloquet anticipates participating in the Minnesota Small Cities Development Program. Through this participation, public facilities improvements will occur. The consequence of the proposed activities is that the potential for displacement exists, although it is not anticipated. The purpose of the Residential Antidisplacement and Relocation

Assistance Plan is to describe the steps the City of Cloquet shall take to mitigate the adverse effects of displacement on low and moderate-income persons.

I. The **City of Cloquet** will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, Part 570.606 and 24 CFR, Part 42. All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the **City of Cloquet** to provide funds for an activity that will directly result in such demolition or conversion, the **City of Cloquet** will make public and submit to the Minnesota Department of Employment and Economic Development the following information in writing:

- A. A description of the proposed assisted activity;
- B. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activities;
- C. A time schedule for the commencement and completion of the demolition or conversions;
- D. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the **City of Cloquet** will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as possible;
- E. The source of funding and a time schedule for the provision of replacement dwelling units;
- F. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
- G. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of low and moderate-income households in the jurisdiction.

The **City of Cloquet** may request the Minnesota Department of Employment and Economic Development to recommend that the U. S. Department of Housing and Urban Development approve an exception to required replacement housing if there is an adequate local supply of vacant low/moderate-income dwelling units in standard condition. Exceptions will be reviewed on a case-by-case basis as described in 24 CFR, Part 570.488(c)(1)(B).

II. The **City of Cloquet** will provide relocation assistance, as described in 24 CFR, Part 570.488(c)(2), to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low/moderate-income dwelling unit to another use in connection with an assisted activity.

III. Consistent with the goals and objectives of activities assisted under the Act, the **City of Cloquet** will take the following steps to minimize the displacement of persons from their homes:

1. **Will not demolish any dwelling units as part of this public facilities project.**
2. **Will not substantially renovate any dwelling units as part of this public facilities project.**

IV. Definitions for the purposes of this plan are as follows:

A “**low/moderate-income dwelling unit**” is a unit with a market rent, including utility costs, that does not exceed the applicable fair market rent for existing housing and moderate rehabilitation, as established under the HUD Section 8 existing housing program. A “vacant occupiable dwelling unit” is a vacant unit that is in standard condition; or in substandard but suitable for rehabilitation condition; or in dilapidated condition and occupied less than three months from the date of the grantee agreement.

An “**Occupiable Dwelling Unit**” is a unit that is in standard condition or has been raised to a standard condition from a substandard condition, suitable for rehabilitation.

A “**Standard Condition**” dwelling unit is a unit which meets HUD Section 8 Housing Quality Standards (HQS) with no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs, sound foundations; adequate and stable floors, walls and ceilings; surfaces and woodwork that are not seriously damaged nor have paint deterioration; sound windows and doors; adequate heating, plumbing, and electrical systems adequate insulation; and adequate water and sewer systems, and not overcrowded (defined as more than one person per room).

A “**Substandard Condition**” dwelling unit is a unit if it does not meet HUD Section 8 Housing Quality Standards (HQS) which includes lacking the following: complete plumbing, complete kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. In addition, the dwelling may be overcrowded defined as more than one person per room).

A “**Substandard but Suitable for Rehabilitation Condition**” dwelling unit, at a minimum, is a dwelling unit that does not meet Housing Quality Standards (HQS) with some of the same features as a “substandard condition” dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate insulation.

A “**substandard but suitable**” dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a “Standard” dwelling unit.

Roger Maki, Mayor

Tim Peterson, City Administrator

Date

Date

City of Cloquet
Small Cities Development Program

Conflict of Interest Policy
Public Infrastructure Grant

No member of the governing body of the locality and no official, employee or agent of the local government or who exercises policy, functions as a decision maker, or has responsibilities connected with the planning and implementation of the housing rehabilitation program shall directly or indirectly benefit from this program. This prohibition shall continue for one year after an individual's relationship with the local government organization ends. For example, if a City Council member is a contractor, they cannot bid on any SCDP projects in their jurisdiction.

All applicants for the SCDP Program are required to complete a "Conflict of Interest Interview" form and the completed form will be kept on file with the City.

Roger Maki, Mayor

Tim Peterson, City Administrator

DATE

DATE

CITY OF CLOQUET

PROCEDURES FOR ENSURING THERE ARE NO EXCLUDED OR DEBARRED CONTRACTORS AWARDED FOR SCDP PUBLIC INFRASTRUCTURE

The City program administrators for Small Cities Development Program (SCDP) will search by company name for contractors that have exclusion records (debarred or suspended) after receiving a bid but prior to awarding a contractor using this database:

<https://sam.gov/content/exclusions> An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-Financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.

Roger Maki, Mayor

Tim Peterson, City Administrator

Date

Date

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

CITY OF CLOQUET

Program/Activity Receiving Federal Grant Funding

PUBLIC FACILITIES

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

The City of Cloquet will receive public infrastructure for the historic "West End" Business District in the City to replace obsolete streetlights along streets within the district. Those streets will include: Avenue C, Avenue B, Vine Street, Arch Street and a park sign will be installed in Wentworth Park. All of this work will occur within the City of Cloquet, MN 55720 which is located within Carlton County.

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official
TIM PETERSON

Title
CITY ADMINISTRATOR

Signature

Date

X

Cloquet Small Cities Public Infrastructure Grant

Fair Housing Action Plan

Grant Number: CDAP-21-0021-0-FY23

Applicant Name: CITY OF CLOQUET

The purpose of this plan is to formally declare the conviction and intention of the City of Cloquet to achieve the aims of the Fair Housing Act and to assist the Secretary of Housing and Urban Development for the promotion and assurance of equal opportunity in housing without regard to race, color, religion, sex, handicap, familial status, national origin and public assistance status.

For the purpose of this plan the following definitions shall apply:

1. Discriminatory housing practices means: any act that is unlawful under the Fair Housing Act.
2. Dwelling Unit Means: any building, structure or portion thereof, which is occupied as, or designed or intended for occupancy as, a residence by one or more families.
3. Fair Housing means: Title VII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 36000-3620).
4. Familial status means: one or more individuals (who have attained the age of 18 years) being domiciled with:
 - a. A parent or another person having legal custody; or
 - b. The designee of such parent or other person having such legal custody, with the written permission of such parent or other person.
5. Handicapped means: with respect to a person, a physical or mental impairment which substantially limits one or more major life activities.

It will be the plan of the City of Cloquet to formally support equal opportunity for all residents or persons who wish to become residents of the City, and to ensure their rights to obtain decent, safe and sanitary housing. The City of Cloquet will not tolerate discriminatory practices within its jurisdiction. The following practices have been declared to be discriminatory and unlawful under the Fair Housing Act:

1. To refuse to sell or rent or negotiate for the sale or rental of any property based on race, creed, color, sex, religion, national origin, marital status, familial status, handicap, or in regard to public assistance.
2. Discrimination in terms, conditions, and privileges and in services and facilities.
3. Engage in any conduct which makes dwelling units unavailable or denies dwellings to persons.
4. Make, print, or publish, or cause to make, print or publish discriminatory advertisements.
5. To represent that dwelling unit is not for sale or rent when in fact it is.
6. To engage in blockbusting.
7. To deny access to or membership or participation in, or to discriminate against any person in his or her access to or membership or participation in, any multiple

Cloquet Small Cities Public Infrastructure Grant

Fair Housing Action Plan

Grant Number: CDAP-21-0021-0-FY23

Applicant Name: CITY OF CLOQUET

listing service, real estate broker's association, or other service organization or facility relating to the business of selling or renting a dwelling or in the terms or conditions or membership or participation.

Roger Maki, Mayor

Tim Peterson, City Administrator

Date

Date

City of Cloquet
Small Cities Development Program

Prohibition of Excessive Force Policy
Public Infrastructure Grant

The City of Cloquet prohibits the use excessive force by law enforcement agencies within its jurisdiction against individuals engaged in nonviolent civil rights demonstrations.

The City of Cloquet also will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

Roger Maki, Mayor

Tim Peterson, City Administrator

Date

Date

Section 3 and Women / Minority Business Compliance Plan
City of Cloquet

Small Cities Development Program - Public Infrastructure Grant

The City of Cloquet shall strive to hire and work with contractors that provide opportunities to minority and woman-owned businesses and Section 3 workers. This goal will be accomplished by:

- A. Bid specs will note that it is important for the selected contractor to document and utilize local and regional minority and women-owned businesses (M/WBE) in our project as well as utilizing Section 3 workers. Certification Forms will be provided to the selected contractor/s for documentation of workers that qualify as Section 3 and/or businesses that are M/WBE, Oversight of ensuring these requirements are submitted by the selected contractor to the City will be done by City of Cloquet Public Works Director / City Engineer Caleb Peterson.

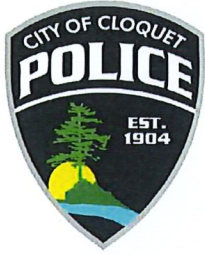
- B. The city and their prime contractors will maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) can participate in the project by increasing DBE awareness of procurement. efforts and outreach. This applies to procurement for construction, equipment, supplies and services. Goals are to:
 - 1. Ensure DBEs are fully made aware of contracting opportunities practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - 2. Make information on forthcoming opportunities available to DBEs and arrange timeframes for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - 3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - 4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - 5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
 - 6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Roger Maki, Mayor

Tim Peterson, City Administrator

Date

Date



CLOQUET POLICE DEPARTMENT

Derek W. Randall
Chief of Police

101 14th STREET
CLOQUET, MINNESOTA 55720-1799
records@cloquetmn.gov

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Derek Randall, Chief of Police
Reviewed By: Tim Peterson, City Administrator *TCP*
Date: February 21, 2023

Item Description: Ordinance No. 506A, Amending Chapter 5 of the Municipal Code – First Reading

Proposed Action

Staff recommends the City Council move to adopt **ORDINANCE NO. 506A, AN ORDINANCE TO AMEND CHAPTER 5 OF THE MUNICIPAL CODE TO REMOVE THE ATV PERMIT REQUIREMENTS.**

Background/Overview

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

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

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

It costs the city more money to produce the permits than the fee covers and does not provide the intended benefits.

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

Police Objectives

Reduce unnecessary costs to the Cloquet Police Department and fees to our residents

Financial/Budget/Grant Considerations

If adopted, the amendment will save the Cloquet Police Department approximately \$400 per year.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Ordinance No. 496A
- Proposed Ordinance No. 506A

ORDINANCE 469A

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

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

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

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

5.6.02 Definitions.

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

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

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

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

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

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

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

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

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

5.6.03 Snowmobile and Off-Highway Motorcycle Operation. Unless otherwise specifically modified herein, the City hereby adopts (as they are amended from time to time) Minn. Stat. §84.81 to §84.915

relating to the operation of snowmobiles and §84.787 to §84.796 relating to the operation of off-highway motorcycles within the city limits. In addition, a snowmobile may operate on city roadways and road shoulders. The inside bank or slope of those city streets, county roads, and state highways as are designated on a City Snowmobile Map, which the City shall maintain provided that operation occurs on the farthest right-hand side of the street, road, or highway and whenever possible and legal the operation occurs within the ditch and always in the same direction as traffic.

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

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

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

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

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

Subd. 1. ~~Restrictions on the permitted use of ATVs, motorized golf carts, utility task vehicles, and mini-trucks. A person shall obtain a permit to operate a motorized golf cart, all-~~

terrain vehicle, utility task vehicle, or mini-truck on streets, alleys, sidewalks, or other public property.

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

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

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

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

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

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

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

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

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

Subd 10. Additional Mini-truck equipment requirements:

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

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

~~**Subd 11.** The Cloquet Police Department is authorized to suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any of the provisions~~

of this section or Minn. Stat., Chapter 169, as it may be amended from time to time, or if there is evidence that the permit holder cannot safely operate the motorized golf cart, all-terrain vehicle, utility task vehicle or mini-truck on the designated roadways.

Subd 12. The number of occupants on the golf cart, all-terrain vehicle, utility task vehicle, or mini-truck may be, at most, the design occupant load.

5.6.05 Exemptions, No permit required.

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

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

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

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

EFFECTIVE DATE.

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

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

Dave Hallback, Mayor

Attest: _____
Aaron Reeves, City Administrator

ORDINANCE 506A

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

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

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

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

5.6.02 Definitions.

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

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

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

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

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

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

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

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

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

5.6.03 Snowmobile and Off-Highway Motorcycle Operation. Unless otherwise specifically modified herein, the City hereby adopts (as they are amended from time to time) Minn. Stat. §84.81 to §84.915

relating to the operation of snowmobiles and §84.787 to §84.796 relating to the operation of off-highway motorcycles within the city limits. In addition, a snowmobile may operate on city roadways and road shoulders. The inside bank or slope of those city streets, county roads, and state highways as are designated on a City Snowmobile Map, which the City shall maintain provided that operation occurs on the farthest right-hand side of the street, road, or highway and whenever possible and legal the operation occurs within the ditch and always in the same direction as traffic.

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

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

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

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

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

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

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

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

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

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

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

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

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

Subd 10. Additional Mini-truck equipment requirements:

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

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

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

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

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

EFFECTIVE DATE.

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

Passed and adopted by the City Council of the City of Cloquet on the ____ day of February 2023.

Roger Maki, Mayor

Attest: _____
Tim Peterson, City Administrator



COUNCIL ACTION

To: Mayor and City Council
From: Holly Hansen, Community Development Director
Reviewed By: Tim Peterson, City Administrator *TCP*
Date: February 14, 2023

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

Proposed Action

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

Background/Overview

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

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

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

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

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

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

Policy Objectives

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

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

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

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

To Mayor and Council
Ord. No. 505A
February 21, 2023
Page 3

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

CITY CODE AMENDMENT REQUEST:

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

Advisory Committee/Commission Action

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

Supporting Documents Attached

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

ORDINANCE NO. 505A

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

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

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

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

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

Passed this 7th day of March 2023.

CITY OF CLOQUET

By: _____
Its Mayor

ATTEST:

By: _____
Its City Administrator

Published this _____ day of _____, 2023.



North America

Cloquet Operations

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Michael Schultz
Managing Director

October 30, 2017

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

FROM: Mike Schultz, Managing Director

RE: Cloquet's Requirement for Project Labor Agreements

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

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

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

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

Regards,

Mike Schultz
Managing Director
Sappi Cloquet Mill

Section 9.2: Project Labor Agreements

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

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

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

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

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

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

CITY OF CLOQUET - CITY CODE

CHAPTER 9 - PUBLIC WORKS (STREETS)

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

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

APPENDIX - Definitions:

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

PROJECT LABOR AGREEMENT [PUBLIC SECTOR]

ARTICLE I PURPOSE

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

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

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

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

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

ARTICLE II
SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III
UNION RECOGNITION

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

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

ARTICLE IV
REFERRAL OF EMPLOYEES

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

ARTICLE V
MANAGEMENT'S RIGHTS

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

ARTICLE VI
WORK STOPPAGES AND LOCKOUTS

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

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

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

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

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

ARTICLE VII **SAFETY**

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

ARTICLE VIII **UNION-MANAGEMENT COOPERATION COMMITTEE**

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

ARTICLE IX **DISPUTES AND GRIEVANCES**

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

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

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

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

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

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

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

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

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

ARTICLE X JURISDICTIONAL DISPUTES

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

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

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

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

ARTICLE XI SUBCONTRACTING

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

ARTICLE XII
HELMETS TO HARDHATS

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

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

ARTICLE XIII
LABOR HARMONY CLAUSE

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

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

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

**ARTICLE XIV
NO DISCRIMINATION**

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

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

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

**ARTICLE XV
SAVINGS AND SEPARABILITY**

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

**ARTICLE XVI
DURATION OF THE AGREEMENT**

The Project Labor Agreement shall be effective _____ 201_ and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

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

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

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

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

OWNER

PROJECT CONTRACTOR

By: _____
Its: _____

By: _____
Its: _____

DULUTH BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____
Its: _____

SCHEDULE "A"

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

**AGREEMENT TO BE BOUND
PROJECT LABOR AGREEMENT**

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

Attest:

SIGNED FOR THE EMPLOYER:

Dated: _____

Company Name

Company Address

Phone No., Job Site and/or Office

Fax No.

By

Title